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## Final Decision

**Matter of:** Flaunt Your Curves Boutique LLC  
**File No.:** 2024-106B  
**Posting Date:** January 12, 2024  
**Contracting Entity:** South Carolina Department of Juvenile Justice  
**Contract No.:** 4400030955  
**Description:** Barber and Cosmetologist Services

### DIGEST

In a Preliminary Decision dated November 9, 2023, the Chief Procurement Officer (CPO) terminated a contract between the Department of Juvenile Justice (DJJ) and Flaunt Your Curves Boutique LLC (FYC) for cosmetologist services, finding the contract void because DJJ exceeded its authority in awarding the contract. Further, there was no meeting of the minds.

In this final decision, the CPO now finds that FYC is entitled to disruption damages, while DJJ is entitled to reimbursement for amounts paid that exceeded the amounts due under the contract. FYC's request for resolution of a contract controversy is attached as Exhibit A, and DJJ's response and counterclaims are attached as Exhibit D.<sup>1</sup>

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<sup>1</sup> During the course of the CPO's administrative review, FYC kept supplementing its original request for resolution of a contract controversy. In some cases, DJJ responded to the supplements. The CPO has compiled these supplemental documents as to appropriate into Exhibit A or Exhibit D along with the original request for resolution and original response. Both the original request for resolution and supplements contain extensive exhibits. Due to their volume, the CPO has not included them in Exhibits A or D even though they are a part of the record. Were the CPO refers to specific documents in this decision, they are included as separate exhibits.

## **AUTHORITY**

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4230. This decision is based on materials in the procurement file and applicable law and precedents.

## **BACKGROUND**

The facts pertinent to this decision are:

- On December 16, 2022, DJJ issued a solicitation seeking bids by line number to provide barber and cosmetologist services. [Exhibit B]
- On February 8, 2023, DJJ posted a Notice of Intent to Award a contract to FYC for “Coastal Cosmetologist Services” to FYC. The award bore little relationship to the Bid Schedule in the solicitation. In the same Notice of Intent to Award, DJJ gave notice of its intent to award a separate contract to Live 2 Win Beauty & Barber LLC (L2W) for “Midlands Barber Services.” [Exhibit C]
- On August 21, 2023, FYC filed a contract controversy with the CPO alleging that DJJ had breached the contract. On September 20, 2023, DJJ filed a response to FYC’s claims denying all claims and making a counterclaim for damages. [Exhibit D]
- On November 9, 2023, the Chief Procurement Officer (CPO) issued a Preliminary Decision terminating the contract between DJJ and FYC, leaving the issues to be decided in a future decision.

## **DISCUSSION**

### FYC’s Claims

As a preliminary matter, FYC argues that DJJ’s solicitation for barber and cosmetologist services, Solicitation No. 5400024562, provided for a three-year contract term and a single award for all services. FYC complains that, instead, DJJ awarded one contract for barber services and another for cosmetologist services, and both contracts were for one year. The matters FYC complains of were set forth in DJJ’s Notice of Intent to Award posted on February 28, 2023. Per S.C. Code Ann. §11-35-4210(1)(b):

Any **actual bidder**, offeror, **contractor**, or subcontractor **who is aggrieved in connection with the intended award** or award **of a contract shall notify the appropriate chief procurement officer** in writing of its intent to protest **within seven business days of the date** that award or **notification of intent to award**, whichever is earlier, **is posted** and sent in accordance with this code. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the appropriate chief procurement officer of its intent to protest, may protest to the appropriate chief procurement officer in the manner stated in subsection (2) within fifteen days of the date award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code; except that a matter that could have been raised pursuant to subitem (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract. [emphasis supplied]

Thus, if FYC believed it was aggrieved by the duration of the contract set forth on the Statement of Award, it had until March 9, 2023, to file a notice of intent to protest DJJ's Statement of Award. FYC failed to do so, and the CPO lacks jurisdiction to consider this issue.

Despite the forgoing, the CPO observes that even if he had jurisdiction to consider FYC's claim regarding contract duration and the award of two contracts, he denies FYC's claim. As to time, the CPO noted in his preliminary decision that DJJ's solicitation likely confused bidders but that confusion is not enough for FYC to win on this issue. Most state contracts for supplies and services have an initial term of one year with optional one year renewal terms. Had DJJ used state standard clauses in its solicitation, it would have been clear that its intent was to award contracts with a one-year initial term and two one-year optional renewal terms. For instance, on page three of the solicitation, DJJ included the following clause:

**MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

**Start date: 01/12/2023****End date: 1/11/2024**. 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] [highlighting supplied]

This clause is clear that DJJ intended an initial contract term of one year. This is consistent with S.C. Code Ann. § 11-35-2030(1) which limits contracts to a one-year period "unless approved in a manner prescribed by regulation." In this case, a term longer than one year was not approved in accordance with regulation. To the extent DJJ may have created confusion about its intent, it was by including the following immediately after the clause setting forth a one-year initial contract term:

**Contract Dates: 1/12/2023-1/11/2024**  
**1/12/2024-1/11/2025**  
**1/12/2025-1/11/2026**

However, to the extent this subclause could be interpreted to mean that DJJ would award contracts with a single three-year term, they contradict the immediately preceding statement that the initial term will be one-year and it contradicts DJJ's intent to have optional renewal periods as stated on page 26 of the solicitation:

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

**Contract Dates: 1/12/2023-1/11/2024  
1/12/2024-1/11/2025  
1/12/2025-1/11/2026**

[highlighting supplied]

The CPO finds DJJ's intent was to convey that there would be two one-year renewal options.<sup>2</sup> Admittedly, DJJ's solicitation would have been clearer had it used standard state clauses. Nonetheless, at most there is a patent ambiguity concerning DJJ's intent. FYC's asks the CPO to apply the principle of *contra proferentem* in the case of any ambiguity and construe any ambiguities against the drafter, DJJ. However, that principle does not apply here because the solicitation mandates that bidders have an obligation to seek clarification of patent ambiguities before bidding and, if they do not do so, they assume responsibility for them. *See* Ex. B, p. 7; *Appeal by Intralot*, Panel Case No. 2017-8. In this case FYC failed to seek clarification, and DJJ's interpretation that it was soliciting a one-year contract with two one-year optional renewal terms is reasonable. Moreover, this interpretation is consistent with state law.

Regarding FYC's claim that the solicitation provided for award of one contract for all services, that claim is contrary to the language of the solicitation. On page 14, the solicitation states "[a]ny awards made will be by individual line item/location, according to the requirements of the solicitation." On page 18, the solicitation states:

**AWARD BY ITEM (JAN 2006)**

Award will be made by individual item. [06-6005-1]

**AWARD CRITERIA -- BIDS (JAN 2006)**

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

The bid schedule contains four items as follows:

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<sup>2</sup> It is worth noting that the Scope of Work in the solicitation states "[t]he total potential life of all contracts will be three (3) years." This is a statement of potentiality, not certainty.

| Line Number                                      | Quantity | Unit of Measure | Unit Price | Extended Price |
|--------------------------------------------------|----------|-----------------|------------|----------------|
| 0001                                             | 1        | each            |            |                |
| <b>Product Catg.:</b> 95210 – Barber Services    |          |                 |            |                |
| <b>Item Description:</b> Coastal Barber Services |          |                 |            |                |
| <b>Internal Item Number:</b>                     |          |                 |            |                |

| Line Number                                           | Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------------------------------------------------|----------|-----------------|------------|----------------|
| 0002                                                  | 1        | each            |            |                |
| <b>Product Catg.:</b> 95210 – Barber Services         |          |                 |            |                |
| <b>Item Description:</b> Midlands Beautician Services |          |                 |            |                |
| <b>Internal Item Number:</b>                          |          |                 |            |                |

| Line Number                                         | Quantity | Unit of Measure | Unit Price | Extended Price |
|-----------------------------------------------------|----------|-----------------|------------|----------------|
| 0001                                                | 1        | each            |            |                |
| <b>Product Catg.:</b> 95210 – Beautician Services   |          |                 |            |                |
| <b>Item Description:</b> Costal Beautician Services |          |                 |            |                |
| <b>Internal Item Number:</b>                        |          |                 |            |                |

| Line Number                                           | Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------------------------------------------------|----------|-----------------|------------|----------------|
| 0002                                                  | 1        | each            |            |                |
| <b>Product Catg.:</b> 95210 – Beautician Services     |          |                 |            |                |
| <b>Item Description:</b> Midlands Beautician Services |          |                 |            |                |
| <b>Internal Item Number:</b>                          |          |                 |            |                |

[highlighting supplied]

From this it is clear that DJJ’s intent was to award contracts by item and could have made up to four separate awards had it received more than two bids and there was a different low bidder for each item.

In its request for resolution of a contract controversy, FYC states it “did not see a clause that mentioned award will be made to multiple offers.” Presumably, FYC is referring to the state’s standard clause for awarding multiple contracts for the same supplies or services. This clause which is included in Attachment 3 to FYC’s request for resolution states:

AWARD TO MULTIPLE OFFERORS (JAN 2006): Award may be made to more than one Offeror. [06-6035-1]

However, this clause is used to announce an intent to award multiple contracts for each type and location of service. DJJ did not intend to award multiple contracts for each type and location of service. As stated

above and clearly stated in the solicitation, DJJ intended to award only one contract for each type and location of service. FYC submitted the only offers for Coastal beautician services and Midlands beautician services. DJJ awarded a contract to FYC for beautician services at Coastal.<sup>3</sup> However, in addition to FYC's bid, DJJ received a bid from L2W for barber services at Midlands and at Coastal. FYC was not the low bidder for barber services at either location. Therefore, it would have been contrary to the Consolidated Procurement Code for DJJ to award the barber services to FYC. S.C. Code Ann. § 11-35-1520(10).

Finally, DJJ's Statement of Award is clear that DJJ is awarding FYC a contract only for beautician services at Coastal and awarding another contract to L2W for barber services only at the Midlands locations. FYC now claims it is aggrieved by that decision. If FYC were aggrieved by this decision, FYC had seven business days from the date DJJ posted the State of Award to file an intent to protest with the CPO. S.C. Code Ann. §11-35-4210(1)(b). Having failed to file a timely protest, FYC has forfeited any rights it may have had to raise this matter before the CPO. FYC cannot now raise this matter via a contract controversy.

FYC next complains that DJJ only awarded it a contract for beautician services at the Coastal Facility. Specifically, FYC states:

On January 24th, I received an email from Jessica Goff, the procurement officer, informing me that the contract would only cover services for one location instead of four, with all the girls being moved to CEC. Despite these changes, the contract was never amended via Change Order or Contract Modification. However, the Statement of Award and Purchase Order reflected service at only one facility.

This statement indicates that FYC believed it had a contract that included both Midlands and Coastal before the formal award. Moreover, FYC believes to remove Midlands from the supposed contract required a contract modification. But FYC also notes that the Statement of Award<sup>4</sup> only reflected services at Coastal. The Statement of Award, which was posted on February 8, 2023, includes the following:

This document is the final Statement of Award, effective February 21, **2023 at 5:00pm**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

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<sup>3</sup> DJJ did not award a contract for beautician services at its Midlands facilities because DJJ had decided to move all the females to Coastal and all males to the Midlands facilities.

<sup>4</sup> DJJ labeled this document Statement of Award when it should have been labeled Intent to Award or Statement of Intent to Award. Nonetheless, the language of the document is consistent with an Intent to Award.

In other words, DJJ did not accept FYC's offer until February 21, 2023, at 5:00 PM and then only FYC's offer for beautician services at Coastal. It is basic contract law that to have a contract one must have both an offer and acceptance of that offer. Therefore, FYC did not have a contract with DJJ until 5 PM on February 21, 2023. In other words, FYC never had a contract for services at the Midlands facilities and a contract modification to the contract FYC had would not have been necessary or appropriate to document this fact.

Had FYC wished to contest DJJ's failure to award it beautician services at Midlands, it was incumbent on FYC to protest the award. Having failed to do so, FYC has forfeited any rights it may have had to raise this matter before the CPO.

FYC notes that on January 23, 2023, DJJ's Procurement Officer for this solicitation sent it an email stating:

DJJ recently made a change. The females are now located at our coastal location only. With this change what would be your bid amount for coastal only? If you cannot do that I understand, and we will have to re-issue the solicitation.<sup>5</sup>

According to FYC, in response it asked DJJ "if there would be an increase or decrease in the 1500 youths at the Coastal Evaluation Center." FYC never received an answer but did receive the Statement of Award on February 8, 2023. The Statement of Award included the unit price amounts FYC included with its bid for various items of services. FYC did not protest the award amounts and cannot now do so via a contract controversy.

The issue of the number of youths served and the pricing for services along with claims of contract disruption go to the heart of FYC's dispute with DJJ. FYC believed when it submitted its bid that if awarded a contract, it would be for all barber and beautician services at both Midlands and Coastal. Moreover, since page 15 of the solicitation estimated the number of services at the Coastal Evaluation Center at 1,500 per year and at the Midlands at 8,200 per year, FYC would be providing about 9,700

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<sup>5</sup> At this point, if DJJ felt that this change would affect the bid amount it had no basis for engaging in negotiations to change the bid amount. Its only options were to make an award without change to the bid amounts or issue a new solicitation.

services (a mix of both beautician and barber services) per year.<sup>6</sup> According to FYC, it priced its services accordingly.

Contrary to FYC's expectations, DJJ only award a contract to FYC's for beautician services at Coastal. The Statement of Award based its calculation of total potential value on 720 services per year. Assuming this is an estimate of 720 clients per year, this translates to average of 14 clients served a week. In its request for resolution, FYC states that from the start of the contract to the date of the request the number of clients served dropped from approximately 30 a week to 0 – 8 a week. FYC does not give the weekly average during this period.

The Statement of Award states the total potential value of FYC's contract is \$312,480. FYC demands payment of \$312,480 less payments received to date. DJJ argues that FYC is not entitled to additional compensation due to the much smaller number of clients actually served than FYC anticipated because the solicitation when setting forth the estimated number of services stated:

This is an estimate of the number services, and this number could be higher or lower.

**You will not be guaranteed any set number.**

[emphasis supplied]

DJJ was not willing to guarantee a set number because "DJJ does not have control if its female population – that falls to the Courts, Probation, and youth services." [Exhibit D] In essence, DJJ solicited an indefinite delivery, indefinite quantity service contract.<sup>7</sup>

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<sup>6</sup> The solicitation was silent as to what percentage of these services was estimated to be for barber services and what percentage for beautician services.

<sup>7</sup> In an email to the CPO, FYC asks questions about the nature of the IFB (invitation for bid, also called competitive sealed bidding) sourcing method. Among other things, FYC observes that DJJ treated the contract as an IDIQ (Indefinite Delivery, Indefinite Quantity) contract and questions the applicability of the IFB sourcing method to IDIQ contracts. FYC is correct that under the IFB sourcing method, the government should establish very clear and specific requirements for the vendor community to submit an offer on. Also, under the IFB process, once a contract is awarded, both parties are to perform as specified in the solicitation. Moreover, the government is not to interfere in the contractor's ability to perform as specified. However, it does not follow that the government cannot use the IFB process to solicit and award IDIQ contracts. Indefinite delivery, indefinite quantity contracts provide for an indefinite quantity of services for a fixed time. The government uses IDIQ contracts when it cannot determine the precise quantities of supplies or services that it will require during the contract. However, where the government is unsure of quantity, it can still solicit bids via the IFB process using unit price bidding, as DJJ sought to do here, and providing a precise scope of work for each unit of service.

Much of FYC's request for resolution shows that FYC thought this was a fixed-price-bid contract where the bidder bids a single price to provide all services identified in the solicitation during the entire term of the contract. In that case DJJ would have described the exact number and type of services to be provided during the year and asked for



As argued by DJJ, the total potential value of the contract shown on the Statement of Award is an estimate that the most FYC would receive \$312,480 over the course of a year, not a guarantee that FYC will actually be paid that amount over the course of a year. Moreover, it does not take deep analysis to realize that this total potential value is significantly inflated. The Statement of Award list the unit price for eleven different services as follows:

| <b>Item</b> | <b>Description</b>      | <b>Unit Price</b> | <b>Total</b> |
|-------------|-------------------------|-------------------|--------------|
| 00001       | Shampoo                 | \$ 10.00          | \$ 7,200.00  |
| 00002       | Basic Haircut and Style | \$ 48.00          | \$ 34,560.00 |
| 00003       | Condition               | \$ 10.00          | \$ 7,200.00  |
| 00004       | Natural Hair Braid      | \$ 45.00          | \$ 32,400.00 |
| 00005       | Twist                   | \$ 45.00          | \$ 32,400.00 |
| 00006       | Roller Set              | \$ 40.00          | \$ 28,800.00 |
| 00007       | Maintain Locks          | \$ 48.00          | \$ 34,560.00 |
| 00008       | Blow Dry                | \$ 15.00          | \$ 10,800.00 |
| 00009       | Flat Iron               | \$ 45.00          | \$ 32,400.00 |
| 00010       | Cut                     | \$ 25.00          | \$ 18,000.00 |
| 00011       | Trim                    | \$ 10.00          | \$ 74,160.00 |

For the extended total for each type of service, the Procurement Officer, with the exception an error for item 11, multiplied each unit price by the estimated total services per year. The Procurement Officer then summed the extended totals for each type of service to derive the total potential value. The following chart illustrates the analysis:

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single fixed price to provide those services for the year. As explained in the body of this decision, this solicitation was not for a fixed-price bid.

| Item | Description             | Unit Price | Units         | Extended Amount     |
|------|-------------------------|------------|---------------|---------------------|
| 0001 | Shampoo                 | \$10.00    | 720           | \$7,200.00          |
| 0002 | Basic Haircut and Style | \$48.00    | 720           | \$34,560.00         |
| 0003 | Condition               | \$10.00    | 720           | \$7,200.00          |
| 0004 | Natural Hair Braid      | \$45.00    | 720           | \$32,400.00         |
| 0005 | Twist                   | \$45.00    | 720           | \$32,400.00         |
| 0006 | Roller Set              | \$40.00    | 720           | \$28,800.00         |
| 0007 | Maintain Locks          | \$48.00    | 720           | \$34,560.00         |
| 0008 | Blow Dry                | \$15.00    | 720           | \$10,800.00         |
| 0009 | Flat Iron               | \$45.00    | 720           | \$32,400.00         |
| 0010 | Cut                     | \$25.00    | 720           | \$18,000.00         |
| 0011 | Trim                    | \$10.00    | 7,416         | \$74,160.00         |
|      | <b>Total</b>            |            | <b>14,616</b> | <b>\$312,480.00</b> |

The Procurement Officer’s analysis assumes that every time a client receives services, they will receive all eleven items of service. This is not likely and FYC did not bill this way. [See, e.g., Exhibits F & G] This analysis also contains an obvious clerical error for item 11 of 7,416 trims during the year.

The solicitation and record are clear that DJJ only intended to pay by the individual service—*i.e.*, the services provided to a client at a single sitting. DJJ structured the bid schedule for unit price bidding with a quantity of 1 and a unit of measure of “each service.” What the solicitation is not clear about is what constitutes “each service.”

The Bid Schedule solicits a single price to provide a unit of beautician services. In its bid, FYC inserted a unit price of \$341 into the Bid Schedule. [Exhibit E] But FYC also included a price breakdown by eleven types of services derived from page 14 of the Scope of Work in the solicitation:

**Beautician Services**

- 1) Basic Haircut and Style-\$48
- 2) shampoo-\$10
- 3) condition-\$10
- 4) natural hair braid-\$45
- 5) twist-\$45
- 6) roller set-\$40
- 7) maintain locks- \$48
- 8) blow dry-\$15
- 9) flat iron-\$45
- 10) cut-\$25
- 11) trim-\$10

The sum of the unit prices for these eleven types of service equals \$341. Therefore, FYC only intended a single price of \$341 in the unlikely event a single client received all eleven services in one sitting. DJJ's Statement of Award makes the award to FYC based on these unit prices for the eleven types of services, not \$341 per unit. FYC did not protest the Statement of Award and, except for item 11 which will be explained later, billed consistent with these unit prices. The record shows that both parties interpreted a unit of beautician service to be the services provided to a client during one sitting and this understanding is consistent with the language of the solicitation. DJJ never guaranteed FYC payment of \$312,480 per year but only for services actually rendered.

In its request for resolution, FYC set forth several issues that FYC claims affected its ability to perform efficiently and/or profitably. For example, FYC asserts the facilities were not prepared to begin providing services and that FYC's owner and staff voluntarily cleaned and prepared the facilities on their own time to make them ready. FYC complains that its initial payment was delayed more than 60 days due to an issue over procedures of which FYC was not previously informed about. FYC also complains about the lack of air conditioning for a time. FYC also complains about access delay, being sent home before completing services, cancellation of services upon arrival at the facility, etc. FYC complains that services were changed from a weekly basis to a biweekly basis and a reduction of client visits from weekly to monthly. FYC further complains that DJJ advised it that "trims, which have been the most lucrative aspect of our contract, were no longer allowed."

FYC's complaints point to a flaw in the solicitation—for the most part, it is silent about procedures. Despite being a solicitation to supply services within secure facilities for juveniles, DJJ does not include any information in the solicitation about the operation of those facilities and how operations will affect the provision of services. Nothing about check in and out procedures, what constitutes contraband, lock down procedures, etc. Presumably, services are limited to certain times and days of the week, but the solicitation is silent on such matters. The solicitation does call for the vendor to provide services weekly but is silent as to how often a client may receive services in a given period of time (once weekly, every other week, monthly, every other month). The solicitation calls for monthly invoicing with "all required documentation," and a listing of what information is needed on the invoice but does not describe or identify the documentation DJJ actually required to process invoices. As DJJ tried to impose conditions on which the solicitation was silent, FYC would ask for a change order and DJJ would respond that a change order was not necessary.

However, not all claims set forth by FYC are of a type that would entitle FYC to compensation. As previously discussed, DJJ did not guarantee FYC any specific number of client services. Therefore, DJJ changing the number of allowed visits per month or the number of times a client was eligible for services per month does not give rise to a valid claim. On the other hand, some of FYC's claims are claims for contract disruption—*e.g.*, arriving on site only to be sent home without the opportunity to provide services or being sent home before completing services. DJJ has not sufficiently refuted the disruption claims, and the CPO finds FYC's claims of disruption to be credible. FYC is entitled to recovery of its actual damages for disruption. However, as the claimant, FYC bears the burden of proof of establishing its damages. *Gecy v. South Carolina Bank & Trust*, 422 S.C. 509, 521, 812 S.E.2d 750, 757 (Ct. App. 2018). FYC has not presented the CPO with any damages other than to claim it is entitled to the total potential value listed on the Statement of Award less all payments to date. FYC has not presented any information regarding number and dates of increased trips, dates FYC showed up to perform services and was turned away, mileage for extra trips or trips where it was turned away, travel time, employee pay, increased time on site, evidence of lost business, etc.

The record, however, is sufficient to establish some damages. FYC submitted invoices for 24 weeks of service. The distance between FYC's place of business and Coastal is 22 miles for a round trip of 44 miles. The Federal reimbursement rate of travel is \$0.655 per mile. Based on the totality of evidence, the CPO finds one disruption for each invoice resulting in a trip without reimbursement is reasonable, and this would equal 1,056 miles at \$0.655 for a total of \$691.68 or if rounded up \$700. The CPO also finds that an hour of lost time for each trip at one hour and a generous compensation rate of \$30 per hour is reasonable. This yields lost compensation in the amount of \$720.<sup>8</sup> Using these amounts, the CPO awards FYC disruption damages in the amount of \$1,420.

#### DJJ's CLAIMS

DJJ observes that FYC bid \$10 per trim and DJJ's award was for \$10 per trim. For invoices one through twelve, FYC billed and DJJ paid \$103 per trim for 227 trims. [Exhibit F] DJJ claims that it is entitled to recover from FYC the difference between \$103 and \$10 per trim, i.e., \$93 per trim, for 227 trims, a recovery of \$93 per trim equates to \$21,111.

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<sup>8</sup> A search on the internet shows the average beauty salon salary in South Carolina at \$14/hr. However, the search also revealed some senior beautician jobs paying up to \$30 per hour.

As noted above, the Statement of award item 11 shows a unit price of \$10 per trim. However, the extended amount is \$74,160. In calculating the extended amount for each of the ten other items, the Procurement Officer used a number of 720 services. If one decided to work backward and divide the extended amount for item 11 by 720, one derives the number \$103 as a unit price, not \$10. Based on FYC’s bid and the matching unit price on the Statement of Award of \$10 per trim, there is a clerical mistake in the extended amount, not the other way around. On February 24, 2023, FYC sought clarification on item 11 via email as follows:

That was broken down into item 1 -11"

| Item | Description             | Unit Price | Amount | Total Price  |
|------|-------------------------|------------|--------|--------------|
| 1    | Shampoo                 | \$ 10.00   | 720    | \$ 7,200.00  |
| 2    | Basic Haircut and Style | \$ 48.00   | 720    | \$ 34,560.00 |
| 3    | Condition               | \$ 10.00   | 720    | \$ 7,200.00  |
| 4    | Natural Hair Braid      | \$ 45.00   | 720    | \$ 32,400.00 |
| 5    | Twist                   | \$ 45.00   | 720    | \$ 32,400.00 |
| 6    | Roller Set              | \$ 40.00   | 720    | \$ 28,800.00 |
| 7    | Maintain Locks          | \$ 48.00   | 720    | \$ 34,560.00 |
| 8    | Blow Dry                | \$ 15.00   | 720    | \$ 10,800.00 |
| 9    | Flat Iron               | \$ 45.00   | 720    | \$ 32,400.00 |
| 10   | Cut                     | \$ 25.00   | 720    | \$ 18,000.00 |
| 11   | Trim                    | \$ 103.00  | 720    | \$ 74,160.00 |

\*\*\*Note that item number 11, in order for the Total Price to equal \$ 74,160, the unit price has to be \$103 vice \$ 10 as shown in the contract.

[Exhibit H]

That same day, the Procurement Officer responded with a question – “Ok to be clear a trim is 103.00?” FYC responded “Yes.” [Id] On March 1, 2023, DJJ issued a purchase order which list the unit price per trim as \$103. [Exhibit I]

FYC responds to DJJ’s claim asserting that it has documented proof that DJJ accepted its “price increase request that adheres to 11-35,45 [sic],11-35-1520 (7), R19-445.2085A. (1) and R.19-445.2122A.” FYC’s reliance on S.C. Code Ann. §11-35-1520(7) and Reg. 19-445.2085 is misplaced. These provisions deal with withdrawal or correction of bids due to mistake by the bidder. These provisions, taken together, further require a written request from the bidder requesting withdrawal or correction due to a mistake in bid that will cause substantial loss. The written request must include clear and convincing evidence of a clerical mistake in bid (as opposed to a mistake in judgment) and clear and convincing pre-bid evidence of the intended bid amount. *See Brunner & O’Connor on Construction Law, § 2:118 (citing Wildwood v. Gibbs & Register, Inc., 694 So.2d 763 (Fla. Dist. Ct. App. 5<sup>th</sup> Dist. 1197); Department of Transp. v. American Ins. Co., 491 S.E.2d 328 (Ga.1997)); see also Martin Engineering, Inc., v. Lexington County*

*School District One*, 365 S.C. 1, 615 S.E.2d 110 (2005).<sup>9</sup> FYC has not submitted to the CPO any documentation that it ever submitted such a request DJJ nor has FYC submitted any documentation of a clerical mistake in bid. Nor is the issue of one of mistake by FYC, rather it is mistake by the Procurement Officer.

FYC also responds that it was the Procurement Officer's responsibility to "verify price reasonableness" and to "verify that services are rendered, accepted and properly invoiced before payment is issued." It is certainly the Procurement Officer's responsibility to verify price reasonableness before making an award and before approving a change order. S.C. Reg. 19-445.2122. It was also DJJ's responsibility to verify invoices are proper before issuing payment. However, Procurement Officers, including experienced ones, and agencies do not always fulfill their obligations perfectly.<sup>10</sup> Moreover, their failure to do so does not absolve a vendor from responsibility for overbilling the state if in fact they do so.

The question before the CPO is whether the email exchange between FYC and the subsequent Purchase Order constitute a valid and enforceable change order? If not, does FYC owe DJJ for the difference between what DJJ paid FYC for trims and what FYC bid for trims?

The agreement between the parties defines a change order or contract modification as follows:

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)]

The solicitation does not contain any other provision governing how to effectuate a change to the contract. From this, one can conclude that to be effective a contract modification, at a minimum, requires a written order directing a change signed by the Procurement Officer and to which the contractor has consented.

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<sup>9</sup> While these citations are related to disputes involving government construction contracts, the reasoning is applicable to all government contracts.

<sup>10</sup> FYC also asserts that "[a]n erroneous mistake does not happen several times if the Procurement Professional adheres to the state laws prior to the issuance of payment." FYC is correct, if the Procurement Professional is actually adhering to state laws and the agency has robust procurement procedures that are adhered to. Nonetheless, agencies do not always have robust procurement procedures, Procurement Professionals do not always adhere to state laws, and Procurement Professionals sometimes make mistakes including recurring mistakes.

The agreement between the parties addresses purchase orders in several places. Pertinent to this matter, the agreement states:

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]

[ Purchase Orders clause, page 25 of the solicitation] [emphasis supplied]

Thus, a purchase order is subject to all terms and conditions of the contract and may only be used to select options under the contract. Furthermore, the agreement includes a provision setting forth the documents forming the contract and an order of precedence for these documents. This clause states:

**CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

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

[Page 23 of the solicitation] [emphasis supplied]

Per this clause, the purchase order must be read to be consistent with all other contract documents, and to the extent it cannot, the other contract documents control. Therefore, the purchase order is not and cannot effect a change in the Agreement.

One may argue that the email exchange between FYC and DJJ is itself a change order. However, the email exchange fails to meet the Agreement's definition of a contract modification. Specifically, the Procurement Officer does not direct a change, instead, she asks a question.

One may also try to argue that the email exchange is "documentation of clarifications [11-35-1520(8)]" as set forth in Contract Documents and Order of Precedence Clause. But that cannot be the case for a couple of reasons. One, the General Assembly repealed S.C. Code 11-35-1520(8) in 2019. Two, before repeal of this section, clarifications occurred before award not after.

The CPO next considers whether the email exchange between DJJ and FYC combined with the purchase order, invoices, and payment of invoices constitutes waiver. Waiver is the "intention or voluntary relinquishment of a known right." *Black's Law Dictionary* 1574 (7<sup>th</sup> ed. 1999) A party may waive a contractual right through a course of conduct. However, under the terms of this Agreement, waiver cannot occur via a course of conduct but must be one issued by the Procurement Officer in writing. [Solicitation, p. 26] In other words, waiver of a requirement of the agreement may only be effectuated via a Contract Modification.

Under the UCC, there must be a "legitimate commercial reason" to request the modification. *T&S Brass and Bronze Works, Inc. v. Pic-Air, Inc.*, 790 F.2d 1098 (4<sup>th</sup> Cir. 1986) (applying South Carolina law). Although the UCC does not apply to this dispute, the CPO finds the reasoning in *T&S Brass* persuasive. Here, FYC knew it did not bid \$108 per trim, but rather \$10 per trim. An attempt to request a contract modification or change order must be made for a legitimate commercial reason. This was not a situation, for example, where a request was made because of unforeseen circumstances or other commercial reasons where \$10 a trim was no longer commercially viable for FYB. Finally, a course of dealing "is not a tool for inserting new obligations among those made explicit by the terms of a written agreement." *Wachovia Bank, N.A. v. Winona Grain Co., Inc.*, 2004 WL 6334915 (Ct. App., Sept. 20, 2004). "Thus, course of dealing evidence is used to aid to contract interpretation, not to show contract augmentation." *Id.*

FYC's invoices show that for invoices one through twelve, FYC invoiced DJJ for 227 trims at \$103.00 per trim rather than the contractual \$10 per trim.<sup>11</sup> DJJ paid these invoices at the billed amount. Thus,

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<sup>11</sup> After the 12<sup>th</sup> invoice, DJJ instructed FYC to cease providing trims due to the high cost. Even as late as the end of June, 2023, DJJ did not realize that under the terms of the contract, it was overpaying for trims.



DJJ overpaid FYC \$93 per trim for 227 trims for a total overpayment of \$21,110 and is entitled to recover this amount less disruption damages of \$1,420 discussed above from FYC.

## **DECISION**

For the foregoing reason, the CPO awards FYC \$1,420 in disruption damages against DJJ and awards DJJ \$21,110 in reimbursement from FYC for a balance due DJJ for \$19,690 from FYC.<sup>12</sup>



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John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

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<sup>12</sup> On December 13, 2023, FYC notified the CPO that it had not yet been compensated for its October – November 2023 invoices. On December 15, 2023, the DJJ accounting department notified the CPO that it had received and processed Invoices 20 through 23 for October and the Comptroller General’s Office was processing them for payment. DJJ’s email did not address FYC’s Invoice 24 for November 2023. To the extent FYC has not been compensated for the services set forth in Invoices 20 through 24, the amounts of these invoices should be deducted from the \$19,690 owed DJJ.

## STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

*Protest Appeal Notice (Revised July 2023)*

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.

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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 2023 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**

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\_\_\_\_\_  
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: \_\_\_\_\_

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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

**From:** [Flaunt Your Curves Boutique](#)  
**To:** [Protest-MMO](#)  
**Subject:** [External] Protest  
**Date:** Monday, August 21, 2023 8:34:29 PM

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**Solicitation Number- 5400024562**  
**Contract Award Number- 4400030955**  
**Description- Barber and Cosmetologist Services**

Dear Chief Procurement Officer & Materials Management Office,

My name is Anika Oliver and I'm the owner of Flaunt Your Curves Boutique LLC. I am writing to express my concerns regarding the recent verbal modifications to my contract with South Carolina Department of Juvenile Justice (DJJ). (See [Attachment 1 Section 11-35-4230 Authority to resolve contract and breach of contract controversies at Code of Laws- Consolidated Procurement Code](#))

In January 2023, I bid on Solicitation #5400024562 to provide Barber and Beautician services to four different facilities for DJJ. (See [Delivery/Performance Location Pages 15, Solicitation](#)) The solicitation stated that the contract had the potential for a three-year term. (See [Term of Contract Page 27, Solicitation](#)) However, two award statements were published specifying a one-year term while omitting the option terms and the total potential contract value of \$937,440. (See [Attachment 2](#)) Our commencement date of services at CEC was April 17, 2023. After reviewing the solicitation document, I did not see a clause that mentioned the award will be made to multiple offerors; however, DJJ awarded a contract to myself and Live 2 Win Beauty and Barber LLC.

On January 24th, I received an email from Jessica Goff, the procurement officer, informing me that the contract would only cover services for one location instead of four, with all the girls being moved to CEC. Despite these changes, the contract was never amended via Change Order or Contract Modification. However, the Statement of Award and Purchase Order reflected service at only one facility. (See [Attachment 2,2.1](#)) Jessica Goff asked if my prices would change in lieu of us only servicing one facility instead of 4. (See [Attachment 4](#)) I asked if there would be an increase or decrease in the 1500 youths at the Coastal Evaluation Center we would service. I also inquired about our demonstration date and the initial service date; should we be awarded the contract. (See [page 13 Demonstrations Required, Solicitation](#)) Unfortunately, we never received a definitive answer to our questions. Instead, we received an email stating that we were awarded the contract. If the solicitation stated that we would only be servicing zero-twenty youth at one facility weekly, we wouldn't have given such huge discounts based on the quantity of work. (See [Scope of Work, Page 15, Solicitation](#)) Our prices would have been market value.

To my surprise, on February 24th, Ms. Goff reached out to me via email, (See [Attachment 7,8](#)) requesting that I provide services for a small group of youth in the Midlands. I promptly requested for this requirement to be added to the contract and asked for a corresponding increase in compensation. However, Ms. Goff advised that such changes were not necessary and assured me via email that I would be paid the amount I had previously submitted. ([Attachment 8.1](#))

Regrettably, upon visiting the Midlands facility, I was faced with several safety concerns for which I emailed Ms. Goff. I was deeply troubled by the potential liability my business would face having my staff operate in a detention center not included in our contractual agreement. Our team was expected to style female youth hair in a hallway, directly in front of male youth cells, without any means of communication or protection. This posed a considerable risk to the well-being and safety of my employees. I wanted to address this matter promptly to ensure the protection of my staff and mitigate any legal repercussions that may have arisen. Moreover, the lack of proper facilities to shampoo hair posed potential risks such as the spread of lice. Considering the inadequate conditions, I had no choice but to decline the request, despite my best efforts to accommodate the state's needs. (See Attachment 9)

In addition to the change to the number of facilities, youth serviced and the division of the contract. I have also been faced with a number of other challenges. For example, the facility at CEC was not prepared to begin providing services when I arrived on Feb.16, 2023. The facility administration at CEC advised us that they were not sure when the space would be cleaned and ready for us to operate the salon. My assistant and I volunteered our time to clean the restroom, mop the floor, clean the walls and equipment before I could begin providing salon services in the designated room. Despite our voluntary efforts to clean and prepare the salon space for service, it was disheartening to find that the DJJ newsletter only featured my staff and me, while all credit for the salon setup, including bringing our own equipment, was attributed solely to the CEC staff without acknowledging our contributions. Additionally, the facility did not have plumbing for shampooing, which made it difficult to provide quality services. (See Attachment 10) My team and I manually filled up gallon water bottles to shampoo each youth hair which was time consuming and exhausting to my team. Had we chosen to wait for the availability of plumbing, our intended commencement date would have been in June. During the initial period, we operated without the use of air conditioning and solely relied on fans for our cooling needs. It gets extremely hot in a brick building with dryers, hot styling tools, and manually shampooing hair. (See Attachment 11)

During our first month or so at CEC we faced numerous challenges regarding access to the salon. We have consistently experienced delays of up to an hour, as we wait in a hallway for an administrator or guard to open the salon doors for us. This situation was only resolved when I personally requested a key from Ms. Neely (Facility Administrator for CEC) via email, which allowed us to gain access without any further delays. (See Attachment 12)

Additionally, there have been instances where my team and I have been sent home before completing our services. Such circumstances are particularly frustrating, considering the distance we travel, one hour or more one way, to reach the salon. It is disheartening to be informed verbally upon arrival that salon services have been canceled for reasons such as inclement weather preventing the youth from attending, staff shortages, lack of personnel available to monitor us throughout the day, or even without any clear explanation at all. There was a recent incident where CEC administrators were aware that the salon would be closed because Ms. Hannah Martin's father was in town and she took time off for vacation. Yet, I was only made aware of this matter on that Monday morning upon arriving at the facility, the CEC staff acknowledged that they had unintentionally neglected to inform me beforehand of the salon cancellation. These arbitrary cancellations have had a profound impact on both the financial aspects of our business and the morale of our staff. Unfortunately, we do not receive any form of compensation for the time and resources expended, including our travel expenses.

Upon arrival at the salon on July 24<sup>th</sup>, Ms. Hannah Martin (Physical Education Teacher) informed me that Ms. Neely had sent out an email, excluding me, informing CEC staff that the salon would now operate on a biweekly instead of weekly basis per the terms of the contract. The email further specified that the frequency of the girls' visits to the salon would be reduced from a weekly basis, as it had been since we initially started serving the salon, to just once a month. Disappointingly, I was informed that the trims, which have been the most lucrative aspect of our contract, were no longer allowed and we are instructed to focus on other services instead. (See Attachment 13 Beautician Services)

Upon receiving this news, I immediately contacted Jessica Goff via email on July 24th. It appeared that she was surprised and unaware of these changes. Despite my attempts to contact Jessica for updates daily, she explained via email that key individuals were on vacation that week and she would need to get back with me. Jessica mentioned budget cuts in her emails but stated that she didn't believe they would affect us. (See Attachment 14) Nonetheless, I received a call from Jessica Goff and Michelle Mahon (Procurement Director) August 1st after 4pm. I had left voicemails and emails with no response throughout the day. Shortly after, we discussed the reduction in our scope of work. Ms. Mahon confirmed that the reason for the changes is due to budget cuts. I requested a change order, but Ms. Mahon stated that it was unnecessary. Furthermore, she mentioned that she couldn't justify paying us \$103 for trims and instead opted to indefinitely suspend that service rather than cancelling our contract altogether. Ms. Mahon advised that there is only 6 months left to my contract and they won't be renewing my contract. Also, she stated that they're already working on the new solicitation that will be more detailed.

Additionally, we initially offered a significant discount on each service price; it was based on the understanding that we would be providing barber and beautician services for four facilities. However, had we been informed upfront that we would only be offering our services to one facility and ultimately between 0-8 youth weekly, we would not have provided pricing below market value. Nevertheless, despite emphasizing the financial strain and loss of staff due to lack of consistent work, Ms. Mahon declined my request. (See Attachment 2.1)

Since the commencement of our contract, we have experienced a significant decrease in the number of youths being served, from approximately 30 to now only 0-8. With our services being based on incentives for the youth, it has become challenging to generate a profit due to the reduction of services. For instance, if a youth misbehaves on Friday, they are not allowed to receive salon services on Monday. This unpredictable cancellation of salon appointments, coupled with the incentive program for good behavior and the elimination of our most profitable service makes it impossible to retain staff or generate profit.

During my conversation with Jessica Goff and Ms. Mahon, I wanted to address the fact that we experienced a delay of more than 60 days in receiving our initial payment, although the solicitation states payment will be rendered within 30 days upon proper receipt of invoicing. The contract did not require a sign-up sheet or instructions for the youth or CEC staff to sign off on each service provided, but it was demanded by DJJ despite inquiring if there were any special instructions, I should be made aware of not included within the solicitation. Fortunately, Felisha Berry, a Midlands employee, provided a form that I must submit with

both the youth and CEC staff signature as proof of completing the services. Since implementing this form, we haven't experienced any further delays in payment. (See [Attachment 16](#))

Shortly afterwards, an additional form was created that was not added to the contract via Change Order or Contract Modification. I soon noticed several discrepancies within the new form that excluded services specified within the contract that I was reluctant to provide with fear that I would not be compensated.

Moreover, I discussed with Ms. Mahon and Jessica Goff the need for clarity regarding the frequency of service provision. Ms. Mahon assured me they will create a salon schedule for us, although a schedule wasn't included within the original contract, we would have an email Aug 2, 2023. We never received a call or email from Ms. Mahon regarding that matter.

On August 9<sup>th</sup> at 3pm I had a telephone conversation with Jessica Goff and Ms. Mahon regarding the recurring informal contract modifications. Ms. Mahon continued to insist that I cancel the contract due to "critical economy". She mentioned that if I'm experiencing a financial strain, then I should terminate the contract. During our discussion, I expressed my concerns about future business with the state. Ms. Mahon assured me that there would be no negative repercussions and that the matter would not go beyond her desk. When I mentioned the possibility of state funds being placed in an escrow account, she denied such practice. Ms. Mahon's statement suggesting that I must be confused left me feeling offended and bewildered. I am under the impression that the youth are personally paying me for the services rendered. It is disconcerting to believe that Ms. Mahon's reluctance to justify paying us the agreed-upon amount for trims stems from a prejudice or bias against African American women. Her condescending and offensive demeanor, coupled with her lack of appreciation for vendors such as myself, is readily apparent and frequently voiced. Unfortunately, our conversation did not lead to a resolution. Ms. Mahon remains firm in her stance that she cannot justify paying our price for trims. ([Attachment 17](#)) However, she did express appreciation for the services we do provide at a significant discount. Honestly, I am deeply offended by Ms. Mahon's suggestion. It is unacceptable for her to expect me to terminate my contract and have it displayed on the Freedom of Information Act. Furthermore, DJJ has orchestrated the decrease in scope of work, which is causing significant financial difficulties for my business. As per the instructions from Jessica Goff and Ms. Mahon, we have been restricted to servicing only two youth before 11am and two youth after 12 noon on Mondays and Tuesdays for the past two weeks. Despite my complaint regarding the resulting financial strain and time-consuming commute, they have refused to grant permission for us to service all eight youths in a single day. It is my belief that their intention is to coerce me to terminate my contract.

Moreover, I mentioned one of many incidents of mistreatment of Ms. Goff and Ms. Mahon. On July 26, 2023 at approximately 3pm, my staff member and I were reprimanded by Ms. Neely while seeking permission to exit the building at the end of the day, despite no alternative means of egress. When asked by Ms. Mahon for evidence of the reprimand, I informed her that there are surveillance cameras and audio equipment installed at the facility. I requested that the footage be pulled to solidify my complaint. However, it should be noted that my staff and I are the only individuals prohibited from bringing phones on the premises, making it exceedingly difficult to provide tangible proof beyond our own testimonies. We have had staff resign due to mistreatment and the lack of consistent work exacerbate an already challenging situation.

Both Ms. Mahon and Jessica Goff are intentionally ignoring my emails and requesting phone conversations, likely to avoid providing written proof of the misinformation they are providing me. Ms. Mahon, in particular, tends to speak in a condescending manner, as if she believes that the state is exempt from following laws related to government contracts and she has the authority to act as she pleases, disregarding any contractual or official documentation of changes. I hope this articulation adequately portrays my concerns and dissatisfaction with the current situation.

In light of the current situation, I kindly request the value of the contract, minus the compensation I have already received. Despite being six months into the contract, I am far from reaching the expected contract amount. It is important to note that I have not reduced the quantity of work; rather, it is the state that has made unofficial changes to the contract without a change order or contract modification to the contract. The contract states that we were to provide services to a certain number of children per week at multiple locations. Nevertheless, the state didn't make any changes to the contract per the state rules, processes and procedures. DJJ demanded material changes not documented on an official form to include: price, quantity, performance and delivery.

\*Kindly take a moment to review the highlighted information enclosed within the original solicitation document. This attachment contains essential details that pertain to our contractual agreement and will serve as a reference for addressing the concerns raised in this letter. Thank you for your attention to this matter, and I look forward to an expeditious resolution.

Respectfully,  
Anika Oliver -CEO Flaunt Your Curves Boutique LLC



## White, John

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**From:** Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>  
**Sent:** Friday, September 8, 2023 3:54 PM  
**To:** White, John  
**Subject:** [External] Questions?  
**Attachments:** email #2.pdf; Mahon Sent Award Statement.rtf; email #4.pdf; email #1.pdf; email #3.pdf; Statement of Award #2.rtf; Original Statement Of Award #1.pdf

Good day, Mr. White,

I hope this email finds you well. As I continue to educate myself on understanding the processes and procedures in state government contracting, I would like clarity on the intricacies surrounding the Invitation for Bid (IFB) sourcing method and the corresponding responsibilities of the government in ensuring successful contract fulfillment. Based upon my understanding, the principal concept to the IFB sourcing method is for the government to establish very clear and specific requirements for the vendor community to submit an offer that will be awarded to the lowest responsive and responsible bidder. Once the contract is awarded, the government is required to allow the contractor the ability to render the *exact* services as stipulated in the contract resulting in the full contract price listed on the award statement. However, based upon recent conversations with DJJ, it feels as if my contract with them is being administered as an IDIQ because Ms. Mahon has stated the quantity is estimated and they have the luxury to dictate when, where, and how the services are rendered. Meaning, they're not required to uphold the total quantity, performance, and price listed in the contract. The continuing changes to the scope of work have impacted the material aspects of the awarded contract, primarily the price of services, quantity of services, and delivery of services.

With that being said, can you please explain DJJ's responsibility in ensuring that the entire scope of services is executed per the awarded contract, especially since there wasn't a change order or contract modification executed to document material changes to the contract? I was under the impression that "estimates" were incorporated in IDIQ state term contracts because the quantity and delivery would not be known. Please advise at your earliest convenience.

Best Regards,

Anika Oliver



Sender notified by  
[Mailtrack](#)



**White, John**

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**From:** Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>  
**Sent:** Wednesday, October 4, 2023 7:08 PM  
**To:** White, John  
**Subject:** [External] Hearing Follow Up 10/3/2023  
**Attachments:** Hearing Follow-Up.docx

See Attachment

Dear Mr. White,

I am writing to seek clarity on the events that transpired during our hearing on yesterday. The scheduled hearing was my opportunity to argue my case that I was confident the official determination by you, the authorized CPO on record, would highlight the egregious actions by DJJ that prevented me from freely performing the contractual obligations and mandating that I'm awarded the remaining of \$312,480. Instead, you decided to terminate the contract award per SC Regs. 19-445.2015, which you had the authority to ratify, which wasn't mentioned as an option for consideration. I am also concerned that you mentioned the award exceeded DJJ's authority of \$500,000 for services; however, the total value of both contracts totaled \$394,320 (FYCB-312,480 AND Live To Win- \$81,840). Per my understanding, based upon the total contract value(s), your approval was not required, nor should you have jurisdiction in terminating the contract for that reason alone. If I am misinformed in my interpretation, I look forward to clarification in response to this email. Directly below, I have listed key points for your consideration in determining how you may proceed:

- Jessica Goff is a Procurement Professional with 15 years of government experience
- I have documented proof that DJJ accepted my price increase request that adheres to 11-35,45,11-35-1520 (7), R19-445.2085A. (1) and R.19-445.2122A
  - It is the Procurement Officer's responsibility to verify price reasonableness
  - It is the Procurement Officer's responsibility to verify services are rendered, accepted and properly invoiced before payment is issued
  - An erroneous mistake does not happen several times if the Procurement Professional adheres to the state laws prior to the issuance of payment
- If DJJ lacked authority in awarding this contract, why did it take a hearing scheduled months later to terminate the contract after the original contract controversy claim was made?
  - I've suffered financially due to the significant reduction in quantities while continuously traveling to perform the requirements associated with the awarded contract with no guarantees in the amount of work to be performed on a daily basis
  - I also had several employees resign due to the work conditions and unauthorized reduction of quantities (no change order or contract modification issued)
- I believe that DJJ did not operate in good faith in the soliciting, execution, or administration of the awarded contract, which violates 11-35-30 of the Procurement Code

This is my first government contract and the experience was very contrary to 11-35-20(F) of the Procurement Code which states "to ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement." I am hoping that you will renew my faith in the state of SC's government procurement process by awarding me what is justly due, which is the total value of the contract that was issued to my company. I have rejected and /or did not pursue other business opportunities due to the responsibilities associated with the awarded contract with DJJ. My company should not be penalized as

I continued to perform the contract, even when the conditions were unjust, difficult, challenging and financially undesirable.

Please respond to this email by 5pm on October 17<sup>th</sup> advising your official decision to the contract controversy claim I originally submitted. Afterwards, I can determine how I may proceed. I am willing to negotiate a settlement if warranted. If not, I may either file a supplemental claim with the Procurement Review Panel or contact the Attorney General's Office, Inspector General's Office, Governor's Office or Fits News to share my experience, if I don't believe I am treated fairly in this process. If my experience is normal practice within the SC procurement process, the vendor community, taxpayers and Governor must be aware for prompt changes to be made to improve the ecosystem that should exist amongst SC government and small businesses.

Best Regards,

Anika Oliver

**White, John**

---

**From:** Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>  
**Sent:** Friday, October 6, 2023 4:23 PM  
**To:** White, John  
**Subject:** [External] File 2024-106  
**Attachments:** Contra Proferentem Response.docx

Please see the attachment.

Dear Mr. White,

I am writing to express my gratitude for your prompt response to my previous communication. We are interested in settling the contract controversy as an unauthorized procurement per R19-445.2015C, under the condition that the settlement encompasses DJJ pays FYCB the outstanding balance of the contract, excluding any payments already received. As previously stated in our grievance claim, DJJ had proposed terminating our agreement, whereas we firmly declined their request and continued rendering our services to the youth. It is crucial to note that at no point did I suggest terminating our contract voluntarily.

During our brief hearing on October 3rd, you made reference to the fact that the solicitation was to be desired, which I assume that the principle of Contra Proferentem will be invoked in your determination. Additionally, I would appreciate a response to the email I submitted on September 8, 2023 as it contains relevant information vital to our case if a settlement isn't reached before your administrative review. Thank you for your attention to this matter, and I look forward to your prompt response.

Best Regards,

Anika Oliver

## White, John

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**From:** Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>  
**Sent:** Thursday, November 2, 2023 8:43 PM  
**To:** White, John  
**Subject:** [External] Hearing Rescheduling FYC Boutique

Dear Mr. White,

I am writing to discuss the rescheduling of the canceled hearing and to propose an alternative approach that may expedite the resolution of the case. In a previous email, you mentioned that a cross-examination between the involved parties would not take place during the hearing. In light of this, I would like to suggest that each party be given the opportunity to present their respective cases individually before you. This would ensure that both sides are adequately heard and would provide the opposing party with a copy of the opposing statement for their review. As my contract controversy dispute was initially submitted in August 2023, I am eager to reach a swift resolution.

I would like to express my complete confidence in the already submitted paperwork. Therefore, I kindly request your decision based on the information already provided. The details and supporting evidence that have been submitted were carefully considered. I trust that your decision will be fair and reasonable.

Additionally, I would like to request that the Purchase Order be included as Exhibit T, as it serves as additional evidence of the bilateral acceptance and agreement regarding the pricing of trims. Furthermore, I request your response to my email, which I believe should be included as Exhibit U, addressing the contract vehicle chosen by DJJ. The inclusion of this correspondence may further support my case.

Lastly, I would like to emphasize the impact this ongoing dispute is having on my ability to accept lucrative business opportunities. Given the obligations imposed by this contract, it is crucial that a resolution is reached expeditiously.

Thank you for your attention to this matter.

Best Regards,  
Anika Oliver

## White, John

---

**From:** Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>  
**Sent:** Wednesday, November 8, 2023 9:18 PM  
**To:** White, John  
**Subject:** [External] Audio 1 Attached- Flaunt Your Curves Boutique Contract Controversy  
**Attachments:** Michell Director Of Procurment 8.1.23.mp3

Dear Mr. White,

I would like to submit two recordings as evidence. I request that these recordings be included in my file and made part of the official public record. This can be referred to as Exhibit V, these conversations are amongst key individuals such as Jessica Goff, Michelle Mahon, Anika, and Nakia Oliver. It is imperative that you listen to each recording in its entirety, as it clearly highlights some of the issues I have raised against the contract. Some key points to listen for include:

- Michelle Mahon's expression of confusion regarding the contract terms and details.
- Michelle Mahon's acknowledgment that the scope of work was altered due to budget constraints.
- Michelle Mahon's assertion that DJJ has the discretion to pick and choose which aspects of the contract to adhere to.
- Michelle Mahon's statement that she cannot justify paying us \$103 for trim services.
- Michelle Mahon confirms that salon services should be rendered weekly, however the youth will no longer receive weekly services. Instead they will receive services on a bi- weekly basis.
- Michelle Mahon resorting to threats of canceling my contract.
- Michelle Mahon suggesting that I myself cancel the contract.
- Michelle Mahon explaining that a change order is not necessary for certain modifications.

I believe that these recordings provide compelling evidence supporting my position and should be thoroughly considered during the resolution process. The audio will be sent in two seperate emails due to the size of the files.

Best Regards,  
Anika Oliver



---

**From:** Flaunt Your Curves Boutique <[flauntyourcurvesboutique@gmail.com](mailto:flauntyourcurvesboutique@gmail.com)>  
**Sent:** Monday, November 13, 2023 8:21 PM  
**To:** White, John <[jswhite@mmo.sc.gov](mailto:jswhite@mmo.sc.gov)>  
**Subject:** [External] Preliminary Decision

Dear Mr. White,

I want to express my gratitude for your prompt preliminary decision. Could you please provide an estimate of when we can anticipate your final decision? Additionally, can you provide clarification on whether Live 2 Win Beauty and Barber LLC's contract will be cancelled?

Thank you,

Anika Oliver

## White, John

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**From:** Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>  
**Sent:** Tuesday, December 5, 2023 8:42 AM  
**To:** White, John  
**Subject:** Re: [External] Preliminary Decision

Dear Mr. White,

I wanted to kindly follow up on our previous communication regarding your final decision. It has been more than 10 business days since the preliminary decision was made, and I was wondering if you could provide me with an estimated timeframe for a final decision. During a conversation with Mr. Shannon Cleveland, the owner of Live 2 Win Beauty and Barber LLC, he mentioned that his contract is still active and unaffected by the preliminary decision. This information has left me somewhat puzzled, as the preliminary decision indicated an ambiguous solicitation. I am curious to understand why the barber portion of the contract is still able to operate under the same terms. I appreciate your attention to this matter and look forward to hearing from you soon.

Warm regards,  
Anika Oliver

On Tue, Nov 14, 2023 at 8:44 AM White, John <[jswhite@mmo.sc.gov](mailto:jswhite@mmo.sc.gov)> wrote:

Ms. Oliver,

The preliminary decision effectively cancelled your contract with DJJ. I do not yet have an estimate as when I will issue a final decision but will let the parties know once I do.

John White



**John St. C. White | Materials Management Officer and State Engineer**

**Division of Procurement Services | SC State Fiscal Accountability Authority**

**1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-0768 |**

## White, John

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**From:** Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>  
**Sent:** Sunday, December 10, 2023 4:17 PM  
**To:** White, John  
**Subject:** [External] Final Decision and Concerns

Dear Mr. White,

I wanted to address some concerns I have regarding the contract between DJJ and Live 2 Win Beauty and Barber LLC. As I continue to familiarize myself with state government contracts, I am still struggling to understand how this particular contract is considered valid based on the solicitation and your initial decision. Upon reviewing the solicitation, I noticed that it did not include the clause "Award to Multiple Offerors." Given this omission, I am unsure how you have the authority to terminate my contract but lack jurisdiction to terminate the contract awarded to Live 2 Win Beauty and Barber LLC. It seems that both contracts were issued and awarded without the necessary clause(s), adequate Statement of Work (SOW), and bidding schedule to award to multiple vendors. Based on my understanding of your initial ruling, the solicitation should not have been issued or awarded at all. However, it appears that you may see this situation differently, as DJJ has been allowed to continue operating under this agreement.

I have been patient throughout this process, expecting a seamless, honest, transparent, and fair experience. However, at this point, I am finding it difficult to maintain trust in this process as it's been approximately four months since my initial grievance claim. I have already suffered losses in terms of missed business opportunities and personal income due to the demands of this contract. I was told that typically, the process of reaching a final decision usually concludes in one month. However, I'm being told to wait another month. I am eager to receive your (damages claim) decision for a contract that I believed was awarded in good faith.

Before involving other resources prematurely, I kindly request a response to my previous email, considering your recent decision. This response would greatly help me understand your impending damages decision and guide my future approach to government contracting opportunities. Thank you for your attention to this matter.

Sincerely,  
Anika Oliver

Good day, Mr. White,

I hope this email finds you well. As I continue to educate myself on understanding the processes and procedures in state government contracting, I would like clarity on the intricacies surrounding the Invitation for Bid (IFB) sourcing method and the corresponding responsibilities of the government in ensuring successful contract fulfillment. Based upon my understanding, the principal concept to the IFB sourcing method is for the government to establish very clear and specific requirements for the vendor community to submit an offer that will be awarded to the lowest responsive and responsible bidder. Once the contract is awarded, the government is required to allow the contractor the ability to render the **exact** services as stipulated in the contract resulting in the full contract price listed on the award


statement. However, based upon recent conversations with DJJ, it feels as if my contract with them is being administered as an IDIQ because Ms. Mahon has stated the quantity is estimated and they have the luxury to dictate when, where, and how the services are rendered. Meaning, they're not required to uphold the total quantity, performance, and price listed in the contract. The continuing changes to the scope of work have impacted the material aspects of the awarded contract, primarily the price of services, quantity of services, and delivery of services.

With that being said, can you please explain DJJ's responsibility in ensuring that the entire scope of services is executed per the awarded contract, especially since there wasn't a change order or contract modification executed to document material changes to the contract? I was under the impression that "estimates" were incorporated in IDIQ state term contracts because the quantity and delivery would not be known. Please advise at your earliest convenience.

Best Regards,

Anika Oliver

# Exhibit B

|                                                                                   |                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |            |              |            |                      |              |        |             |                 |                   |                  |                                                                   |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|--------------|------------|----------------------|--------------|--------|-------------|-----------------|-------------------|------------------|-------------------------------------------------------------------|
|  | <h2 style="margin: 0;">State of South Carolina</h2> <p style="margin: 10px 0 0 0;">Invitation For Bid</p> | <table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Solicitation:</td> <td>5400024562</td> </tr> <tr> <td style="padding: 2px;">Date Issued:</td> <td>12/16/2022</td> </tr> <tr> <td style="padding: 2px;">Procurement Officer:</td> <td>JESSICA GOFF</td> </tr> <tr> <td style="padding: 2px;">Phone:</td> <td>18038964699</td> </tr> <tr> <td style="padding: 2px;">E-Mail Address:</td> <td>jgoff@sled.sc.gov</td> </tr> <tr> <td style="padding: 2px;">Mailing Address:</td> <td>SCDJJ Procurement Department<br/>PO Box 21069<br/>Columbia SC 29221</td> </tr> </table> | Solicitation: | 5400024562 | Date Issued: | 12/16/2022 | Procurement Officer: | JESSICA GOFF | Phone: | 18038964699 | E-Mail Address: | jgoff@sled.sc.gov | Mailing Address: | SCDJJ Procurement Department<br>PO Box 21069<br>Columbia SC 29221 |
| Solicitation:                                                                     | 5400024562                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |            |              |            |                      |              |        |             |                 |                   |                  |                                                                   |
| Date Issued:                                                                      | 12/16/2022                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |            |              |            |                      |              |        |             |                 |                   |                  |                                                                   |
| Procurement Officer:                                                              | JESSICA GOFF                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |            |              |            |                      |              |        |             |                 |                   |                  |                                                                   |
| Phone:                                                                            | 18038964699                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |            |              |            |                      |              |        |             |                 |                   |                  |                                                                   |
| E-Mail Address:                                                                   | jgoff@sled.sc.gov                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |            |              |            |                      |              |        |             |                 |                   |                  |                                                                   |
| Mailing Address:                                                                  | SCDJJ Procurement Department<br>PO Box 21069<br>Columbia SC 29221                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |            |              |            |                      |              |        |             |                 |                   |                  |                                                                   |

DESCRIPTION: **Barber and Cosmetologist Services**

USING GOVERNMENTAL UNIT: **DJJ Administration**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **01/05/2023 10:00:00** (See "Deadline for Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/29/2022 10:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED:

|                                                                                                                                                                                                               |                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <p>CONFERENCE TYPE: <b>Not Applicable</b></p> <p>DATE &amp; TIME:</p> <p style="font-size: small; margin-top: 10px;">(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</p> | <p>LOCATION: <b>Not Applicable</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|

|                                      |                                                                                                                                                                                                                                                    |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>AWARD &amp; AMENDMENTS</b></p> | <p>The award will be posted on <b>01/12/2023</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></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 thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

|                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>NAME OF OFFEROR</p> <p style="font-size: small; margin-top: 5px;">(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</p> <p style="font-size: small; margin-top: 5px;">(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p> | <p>DATE SIGNED</p>                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>TITLE</p> <p style="font-size: small; margin-top: 5px;">(Business title of person signing above)</p>                                                             | <p>STATE VENDOR NO.</p> <p style="font-size: small; margin-top: 5px;">(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</p>                                                                                                                                                                                                                      |
| <p>PRINTED NAME</p> <p style="font-size: small; margin-top: 5px;">(Printed name of person signing above)</p>                                                        | <p>STATE OF INCORPORATION</p> <p style="font-size: small; margin-top: 5px;">(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)**

|                                                                                                                                      |                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p><br><br><br><br><br><br><br><br><br><br> | <p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p><br><br><br><br><br><br><br><br><br><br><p align="right">_____ Area Code -<br/>Number - Extension Facsimile</p> <p align="right">_____ E-mail<br/>Address</p> |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p><br><br><br><br><br><br><br><br><br><br><p>____ Payment Address same as Home Office Address<br/>____ Payment Address same as Notice Address (check only one)</p> | <p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p><br><br><br><br><br><br><br><br><br><br><p>____ Order Address same as Home Office Address<br/>____ Order Address same as Notice Address (check only one)</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| ACKNOWLEDGMENT OF AMENDMENTS                                                                                                                  |                      |               |                      |               |                      |               |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
| Offerors acknowledge 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 |
|                                                                                                                                               |                      |               |                      |               |                      |               |                      |
|                                                                                                                                               |                      |               |                      |               |                      |               |                      |

|                                                                               |                             |                             |                             |                               |
|-------------------------------------------------------------------------------|-----------------------------|-----------------------------|-----------------------------|-------------------------------|
| <p>DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)</p> | <p>10 Calendar Days (%)</p> | <p>20 Calendar Days (%)</p> | <p>30 Calendar Days (%)</p> | <p>____ Calendar Days (%)</p> |
|-------------------------------------------------------------------------------|-----------------------------|-----------------------------|-----------------------------|-------------------------------|

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4) &(6)]

PREFERENCES - ADDRESS AND PHONE OF THE IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(I)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

In-State Office Address same as Home Office Address  In-State Office Address same as Notice Address **(check only one)**

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## I. SCOPE OF SOLICITATION

### ACQUIRE SERVICES (JAN 2006)

The South Carolina Department of Juvenile Justice is seeking solicitation responses for Barber and Beautician services for four secure sites. This solicitation will be for a contract with a total potential life of three (3) years.

### MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 01/12/2023 End date: 1/11/2024. 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]

**Contract Dates:** 1/12/2023-1/11/2024  
1/12/2024-1/11/2025  
1/12/2025-1/11/2026

## **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](http://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 (FEB 2015)**

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

## **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]

## **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 (FEB 2015)**

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

### **DEADLINE FOR SUBMISSION OF OFFER (JAN 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 WORK PLACE CERTIFICATION (JAN 2004)**

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

### **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 (FEB 2015)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See



clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

#### **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 (MODIFIED)**

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 modifications, or withdrawals, will not be considered.**

## **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 (JAN 2006)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-1]

## **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

### OFFERING BY ITEM (JAN 2006)

Offers may be submitted for one or more items. [02-2B085-1]

### ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

(a) Mandatory Registration. You must register before you can submit an offer on line! 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](http://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.

[02-2B105-2]

For help with responding to your solicitation please call the SCEIS Helpdesk 803-896-0001.

### PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)] [02-2B111-1]

### PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). [02-2B113A-1]

### PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required

by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOU ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE. [02-2B113B-1]

### **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](mailto:protest-mmo@mmo.state.sc.us), or (b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201

### **UNIT PRICES REQUIRED (JAN 2006)**

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

### **DEMONSTRATIONS REQUIRED (MODIFIED)**

To do business with the Department of Juvenile Justice you must be able to demonstrate your ability to provide the goods and services before a contract is awarded. You must be responsive to all bid requirements and maintain responsibility throughout the term of the agreement. You will be required to use hair mannequins for this demonstration.

During this demonstration you will be required to provide a Male Basic Haircut:

- Shaving, tapering, trimming and shaping clients' hair.
- Shaving, trimming and shaping clients' beards and/or mustaches.

During this demonstration you will be required to provide a Female Basic Haircut and Style:

- Shampoo
- Condition
- Braid
- Twists
- Roller Sets
- Maintain Locks
- Blow Dry
- Flat Iron
- Cut/Trim hair
- No Chemicals

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **STATEMENT OF WORK (JUN 2007)**

The South Carolina Department of Juvenile Justice (SCDJJ) is soliciting for weekly Haircut and Style services for four (4) of its locations in South Carolina. Any awards made will be by individual line item/location, according to the requirements of the solicitation. The total potential life of all contracts will be three (3) years. The following are the specifications and requirements for these services. The contractor will provide all labor, equipment, and materials for these services.

#### **Barber Responsibilities:**

Each youth will get a basic haircut to that consists of shaving, tapering trimming and shaping clients' hair.

Shaving, trimming and shaping clients' beards and mustaches. **No eyebrows**

Barber services will be rendered each week per facility.

Ensuring that combs, scissors, razors, and other instruments are cleaned and sanitized after each use.

#### **Beautician Services :**

Female Basic Haircut and Style:

- Shampoo
- Condition
- Braid
- Twists
- Roller Sets
- Maintain Locks
- Blow Dry
- Flat Iron
- Cut/Trim hair
- No Chemicals

Beautician services will be rendered each week per facility.

Ensuring that combs, scissors, razors, and other instruments are cleaned and sanitized after each use.

#### **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472**

#### **Midlands Locations**

**Midlands Evaluation Center  
1721 Shivers Road  
Columbia, South Carolina 29210**

**Juvenile Detention Center**

**1725 Shivers Road  
Columbia, South Carolina 29212**

**Broad River Road Complex (BRRC)  
4900 Broad River Road  
Columbia, South Carolina 29212**

This is an estimate of the number services, and this number could be higher or lower. You will not be guaranteed any set number.

**Coastal Evaluation Center - 1500**

### **Midlands Locations**

- **Midlands Evaluation Center - 2500**
- **Juvenile Detention Center - 3200**
- **Broad River Road Complex (BRRC) – 2500**

### **DELIVERY DATE -- PURCHASE ORDER (JAN 2006)**

All items shall be delivered within days after receipt of purchase order. [03-3038-1]

### **III. INVOICING AND PAYMENT**

#### Invoicing

1. Contractor will invoice SCDJJ no later than the 10th of the month for the previous month's services.
2. Contractor will submit invoices electronically to the Accounts Payable Department at: [accountspayable@djj.sc.gov](mailto:accountspayable@djj.sc.gov)
3. All invoices will contain the following information: a. Invoice number b. Purchase Order number c. Contract number d. Services and date they were completed e. Name and address of location services were performed f. If applicable, name of Subcontractor that performed the service
4. Copy of all required documentation will be submitted with all invoices
5. SCDJJ will pay with thirty (30) day terms, with the first day of the term beginning with SCDJJ's proper receipt of the invoice.
6. SCDJJ will not pay for services that are for a prior Fiscal Year, in the current Fiscal Year with the exception of services provided in the month of June. These services will be invoiced in July of the new Fiscal Year according to all other requirements of the solicitation. The State's Fiscal Year is July 1 through June 30.

## IV. INFORMATION FOR OFFERORS TO SUBMIT

### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

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]

### 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 [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]  
[05-5010-2]

### 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 BY ITEM (JAN 2006)**

Award will be made by individual item. [06-6005-1]

### **AWARD CRITERIA -- BIDS (JAN 2006)**

Award will be made to the lowest responsible and responsive bidder(s). [06-6020-1]

### **CALCULATING THE LOW BID**

Attach a detail price list for each service

In the total of the solicitation place your total price for all services for Barber Services and Beautician Services per one

[06-6050-1]

### **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]

## **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 (FEB 2015)**

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

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded

contracts may include discounts for prompt payment on individual invoices.

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

[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]

## **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**

### **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]

### **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

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

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

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

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

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

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

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

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

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

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

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

[07-7B056-2]

### **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 - SHORT FORM (FEB 2015)**

The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-7B080-2]

### **ILLEGAL IMMIGRATION (NOV 2008)**

(An overview is available at [www.procurement.sc.gov](http://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]

### **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)**

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

### **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]

#### **LIMITATION OF LIABILITY -- SINGLE AGENCY (MAY 2020)**

- (1) Contractor's liability for damages to the Using Governmental Unit shall not exceed [ *a dollar amount* ].
- (2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.
- (3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by contractor.
- (4) The absence in any subcontract of a similar clause limiting contractor's liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.
- (5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed [ *a dollar amount* ]. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.
- (6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

#### **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]

#### **SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)**

If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)] [07-7B237-1]

## **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) Modified**

**Contract Dates:** 1/12/2023-1/11/2024  
1/12/2024-1/11/2025  
1/12/2025-1/11/2026

## **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 090days prior to the expiration of the then current term. [07-7B250-1]

## **TERMINATION FOR CONVENIENCE -- SHORT FORM (JAN 2006)**

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, 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. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

## **VII. TERMS AND CONDITIONS -- C. SCDJJ SPECIAL CLAUSES**

### **PREA REQUIREMENTS**

SCDJJ owns and operates secure facilities for juveniles involved in the criminal justice system and abides by the requirements of the Prison Rape Elimination Act (PREA). The specifications below are required of the Contractor.

#### **PREA Contractor Requirements:**

Contractor will be required to complete a background investigation, including a criminal background records check, on all employees and subcontractors who may have contact with SCDJJ residents prior to such personnel providing service under this contract and certify the results to SCDJJ. These results must establish that any personnel providing service at SCDJJ who may have contact with SCDJJ residents:

- (a) Has not been convicted of a felony;
- (b) Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or

other institution (as defined in 42 U.S.C. 1997);

(c) Has not been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse;

(d) Has not been civilly or administratively adjudicated to have engaged in the activity described in (c); and

(e) Is not listed on any child abuse registry maintained by the State of South Carolina or the locality in which the personnel will provide service under this agreement.

The Contractor shall also disclose to SCDJJ if any personnel who may have contact with SCDJJ residents has engaged in any incidents of sexual harassment. This background investigation will be conducted and results certified to SCDJJ at least once every five years thereafter, as applicable under this contract.

Contractor agrees and acknowledges, on behalf of Contractor and any personnel engaged by Contractor to provide service to SCDJJ, that:

(a) The conduct of Contractor and personnel is governed, in part, by the Prison Rape Elimination Act (PREA) federal law;

(b) PREA, state law, and SCDJJ policy precludes any person from engaging in any form of sexual harassment of, or sexual act, sexual contact or sexual misconduct with a youth committed to the custody of SCDJJ or otherwise under its supervision and creates a "zero-tolerance" standard for such conduct;

(c) Persons who engage in sexual abuse will be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies;

(d) Contractor and personnel who have contact with residents will be trained on their responsibilities under SCDJJ's sexual abuse and sexual harassment prevention, detection, and response policies and procedures, to include how to report such incidents; and

(e) SCJJ will take appropriate remedial measures, and will consider whether to prohibit further contact with residents, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor.

Contractor will recognize all applicable rules, regulations, or policies established by SCDJJ on whose premises Contractor's personnel perform services. Contractor shall inform their personnel that they are to abide by such regulations and policies. However, when providing services under this agreement, neither Contractor nor Contractor's personnel will represent themselves as an employee or agent of SCDJJ. TERMS AND CONDITIONS – ADDITIONAL SCDJJ will not accept or agree to any terms and conditions in addition to those already present in the solicitation. Any Offeror that qualifies their bid with additional terms and conditions will have their bid rejected. Any attempt, by the Page 39 Contractor to impose additional terms and conditions for this solicitation after award, will be grounds for SCDJJ to cancel the solicitation award and/or contract at no cost or penalty to SCDJJ.

#### **TERMS AND CONDITIONS – ADDITIONAL**

SCDJJ will not accept or agree to any terms and conditions in addition to those already present in the solicitation. Any Offeror that qualifies their bid with additional terms and conditions will have their bid rejected. Any attempt, by the Page 39 Contractor to impose additional terms and conditions for this solicitation after award, will be grounds for SCDJJ to cancel the solicitation award and/or contract at no cost or penalty to SCDJJ.

**VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL**

**BIDDING SCHEDULE (NOV 2007)**

| Line Number                                      | Quantity | Unit of Measure | Unit Price | Extended Price |
|--------------------------------------------------|----------|-----------------|------------|----------------|
| <b>0001</b>                                      | 1        | each            |            |                |
| <b>Product Catg.:</b> 95210 – Barber Services    |          |                 |            |                |
| <b>Item Description:</b> Coastal Barber Services |          |                 |            |                |
| <b>Internal Item Number:</b>                     |          |                 |            |                |

| Line Number                                           | Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------------------------------------------------|----------|-----------------|------------|----------------|
| <b>0002</b>                                           | 1        | each            |            |                |
| <b>Product Catg.:</b> 95210 – Barber Services         |          |                 |            |                |
| <b>Item Description:</b> Midlands Beautician Services |          |                 |            |                |
| <b>Internal Item Number:</b>                          |          |                 |            |                |

| Line Number                                         | Quantity | Unit of Measure | Unit Price | Extended Price |
|-----------------------------------------------------|----------|-----------------|------------|----------------|
| <b>0001</b>                                         | 1        | each            |            |                |
| <b>Product Catg.:</b> 95210 – Beautician Services   |          |                 |            |                |
| <b>Item Description:</b> Costal Beautician Services |          |                 |            |                |
| <b>Internal Item Number:</b>                        |          |                 |            |                |

| Line Number                                           | Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------------------------------------------------|----------|-----------------|------------|----------------|
| <b>0002</b>                                           | 1        | each            |            |                |
| <b>Product Catg.:</b> 95210 – Beautician Services     |          |                 |            |                |
| <b>Item Description:</b> Midlands Beautician Services |          |                 |            |                |
| <b>Internal Item Number:</b>                          |          |                 |            |                |

**IX. ATTACHMENTS TO SOLICITATION**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

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

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

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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.

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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: **dor.sc.gov**

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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 dor.sc.gov

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

[09-9005-5]

STATE OF SOUTH CAROLINA  
SCDJJ PROCUREMENT  
WINTHROP BUILDING  
220 EXECUTIVE CENTER DRIVE  
COLUMBIA SC 29210-8420

**Statement of Award**

Posting Date: February 8, 2023

**Solicitation: 5400024562**  
**Description: BARBER AND COSMETOLOGIST SERVICES**  
**Agency: DJJ Administration**

The State awards the contract(s) noted below. This document is the final Statement of Award, effective February 21, 2023 at 5:00pm. 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.

CERTIFICATES OF INSURANCE COVERAGE TO BE FURNISHED PRIOR TO COMMENCEMENT OF SERVICES UNDER CONTRACT.

OFFERS FOR ITEMS BARBER SERVICES, AT PRICES LOWER THAN THAT OF AWARD ARE NON-RESPONSIVE AS THEY DID NOT MEET THE SOLICITATION REQUIREMENTS.

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:** 4400030955  
**Awarded To:** FLAUNT YOUR CURVES BOUTIQUE LLC (7000315487)  
2150 NORTHWOODS BLVD STE K812  
NORTH CHARLESTON SC 29406

**Total Potential Value:** \$ 312,480.00  
**Maximum Contract Period:** February 21, 2023 through February 20, 2024  
**Coastal Cosmetologist Services**  
**Based of 720 for the entire year**

| Item  | Description             | Unit Price | Total        |
|-------|-------------------------|------------|--------------|
| 00001 | Shampoo                 | \$ 10.00   | \$ 7,200.00  |
| 00002 | Basic Haircut and Style | \$ 48.00   | \$ 34,560.00 |

|       |                    |          |              |
|-------|--------------------|----------|--------------|
| 00003 | Condition          | \$ 10.00 | \$ 7,200.00  |
| 00004 | Natural Hair Braid | \$ 45.00 | \$ 32,400.00 |
| 00005 | Twist              | \$ 45.00 | \$ 32,400.00 |
| 00006 | Roller Set         | \$ 40.00 | \$ 28,800.00 |
| 00007 | Maintain Locks     | \$ 48.00 | \$ 34,560.00 |
| 00008 | Blow Dry           | \$ 15.00 | \$ 10,800.00 |
| 00009 | Flat Iron          | \$ 45.00 | \$ 32,400.00 |
| 00010 | Cut                | \$ 25.00 | \$ 18,000.00 |
| 00011 | Trim               | \$ 10.00 | \$ 74,160.00 |

**Contract Number:** 4400030956

**Awarded To:** LIVE 2 WIN BEAUTY & BARBER LLC (7000331949)  
 35 ROCKY SLOPE RD  
 GREENVILLE SC 29607

**Total Potential Value:** \$ 81,840.00

**Maximum Contract Period:** February 21, 2023 through February 20, 2024

**Midlands Barber Services**  
**Based on 5280 cuts for a year**

| <b>Item</b> | <b>Description</b>       | <b>Unit Price</b> | <b>Total</b> |
|-------------|--------------------------|-------------------|--------------|
| 00001       | Midlands Barber Services | \$ 15.50          | \$ 81,840.00 |

**Procurement Officer**  
 JESSICA GOFF



Exhibit D

|                                       |   |                              |
|---------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA               | ) | BEFORE THE                   |
|                                       | ) | CHIEF PROCUREMENT OFFICER    |
| COUNTY OF RICHLAND                    | ) |                              |
|                                       | ) |                              |
|                                       | ) | CASE NO 2024-106             |
| Flaunt Your Curves Boutique, LLC,     | ) |                              |
|                                       | ) |                              |
| Petitioner,                           | ) | SOUTH CAROLINA DEPARTMENT OF |
|                                       | ) | JUVENILE JUSTICE’S           |
| vs.                                   | ) | REPLY TO REQUAST FOR         |
|                                       | ) | RESOLUTION OF                |
|                                       | ) | CONTRACT CONTROVERSY         |
|                                       | ) |                              |
| South Carolina Department of Juvenile | ) |                              |
| Justice,                              | ) |                              |
|                                       | ) |                              |
| Respondent.                           | ) |                              |
| _____                                 | ) |                              |

The South Carolina Department of Juvenile Justice (“SCDJJ” or “DJJ”) responds to the request for resolution of a contract controversy by Flaunt Your Curves Boutique, LLC (“FYCB”), as follows:

1. As the request for resolution is a disorganized series of irrelevant allegations which are difficult if not impossible to respond to properly, SCDJJ denies each and every allegation and inference therefrom not specifically admitted or otherwise responded to herein.
2. SCDJJ craves reference to FYCB’s paper bid as to the offer made by FYCB.
3. SCDJJ craves reference to the Solicitation and Procurement file as to the terms of the contract between the parties.
4. SCDJJ asserts that, other than an overpayment created by FYCB, which it is entitled to recover, that it is in full compliance with the terms of the Contract and that FYCB has no justiciable controversy to present to the CPO.

5. This solicitation (#5400024562) was designed to solicit bids on the provision of Barber and Beautician services for four secure sites.
6. The initial term of the proposed contract was for a period starting 01/12/2023 and ending 01/11/2024 with two optional one-year extensions.
7. FYCB submitted a paper offer rather than bidding in accordance with the ON-LINE BIDDING INSTRUCTIONS in the proposal.
8. FYCB bid the sum of \$10.00 for a trim (Line item 11 on Exhibit A)
9. Ms. Goff of DJJ completed a surrogate bid with a typographical error of 7416 trims instead of 720 at \$10.00 which created a total line value of \$74,160.00 instead of what should have been \$7,200.00.
10. The Award was based on \$10.00 per trim for up to 720 trims. (See Statement of Award Posted February 8, 2023)
11. The Statement of Award reflects the correct unit price. It also shows an estimate of 720 services per year.
12. After the protest period ended, to validate the contract, FYCB provided an attachment modifying Line 11 to equal \$103.00 per trim (which made the extension of \$74,160 correct . Ms. Goff erroneously agreed that the total value was correct. Such an amendment would have been inconsistent with *S.C. Code Ann. §11-35-2060* as it would have materially affected the contract in a manner inconsistent with the Code.
13. Thereafter, despite its \$10.00 per trim bid on Line 11, FYCB billed DJJ \$103.00 for weekly trims on a number of females in custody of DJJ.

14. SCDJJ has overpaid FYCB for 227 trims in the amount of \$103.00 which resulted in an overpayment of \$93.00 per trim for a total of \$21,111.00.
15. FYCB allegations relating to the award to multiple contractors are untimely and should have been made in a protest under S.C. Code Ann. §11-35-4210 -- they are not the proper subject of a contract controversy and should be dismissed.<sup>1</sup>
16. FYCB allegations relating to demonstrations are untimely and should have been made in a protest under *S.C. Code Ann.* §11-35-4210 -- they are not the proper subject of a contract controversy and should be dismissed.
17. FYCB's allegations relating to the estimated quantity of service are without merit. The IFB is clear and unambiguous and SCDJJ has complied with all terms of the contract relating to quantity and frequency of services.
18. FYCB's claims that it is not receiving a guaranteed amount of work or a specific value under the contract is inconsistent with the language of the Solicitation and the applicable laws.
19. FYCB's claims relating to documentation and other information not being included with the Solicitation are untimely and should have been made in a protest under *S.C. Code Ann.* §11-35-4210 -- they are not the proper subject of a contract controversy and should be dismissed.
20. FCBY's claims relating to its apparent confusion over the term of the contract are a clear misinterpretation of the IFB which clearly indicates "The initial term of this

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<sup>1</sup> Notably the claim is improper as the solicitation provided for an award by individual item. See. Section VI AWARD CRITERIA – AWARD BY ITEM (JAN 2006)

agreement is 1 years 0 months 0 days from the effective date.” See TERM OF CONTRACT EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006).

21. FYCB’s allegations relating to the Bidding Schedule are untimely<sup>2</sup> and should have been made in a protest under *S.C. Code Ann.* §11-35-4210 -- they are not the proper subject of a contract controversy and should be dismissed.

FOR A FIRST COUNTERCLAIM

22. Every allegation and averment included in Paragraphs 1 – 21 of this response is incorporated herein as if restated verbatim.

23. FYCB bid \$10.00 for a trim as reflected on its Bid Sheet and Statement of Award.

24. Subsequently FYCB invoiced SCDJJ for the sum of \$103.00 for each trim provided.

25. Upon information and belief this was a mistake and not an effort by FYCB to defraud the State.

26. FYCB charged and was paid for 227 trims at this rate of \$103.00 per trim.

27. SCDJJ overpaid \$93.00 per trim for a total of \$21,111.00.

28. FYCB is indebted to SCDJJ in the amount of \$21,111.00 and is obligated to repay this sum to SCDJJ.

WHEREFORE having responded fully to the allegations contained in FYCBs Request for Resolution, SCDJJ requests that the Chief Procurement Officer dismiss FYCB’s claims and issue his Order awarding SCDJJ judgment in the sum of \$21,111.00 in compensation for the

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<sup>2</sup> The Request and notes on the Solicitation contain other areas of criticism about the solicitation that could be interpreted as claims. To the extent that each of those criticisms of the Solicitation – “DJJ did not or should have” are improperly subjects of a contract controversy – but should have either been questions asked as a part of the procurement process or grounds of protest pursuant to the Code, they should be dismissed by the CPO here.

overpayment made to FYCB and for such other and further relief as the CPO deems just and proper.

Respectfully submitted,  
MONTGOMERY WILLARD, LLC

A handwritten signature in black ink, appearing to read "Michael H. Montgomery", with a long horizontal flourish extending to the right.

Michael H. Montgomery  
S.C. Bar ID No. 3960  
1002 Calhoun Street  
Columbia, South Carolina 29201  
PO Box 11886 (29211)  
[mhm@montgomerywillard.com](mailto:mhm@montgomerywillard.com)  
Tel: 803-779-3500  
Direct Dial: 803-753-6484  
Attorneys for the South Carolina  
Department of Juvenile Justice

Columbia, South Carolina  
September 20, 2023

**MONTGOMERY WILLARD, LLC**  
ATTORNEYS AND COUNSELORS AT LAW  
1002 CALHOUN STREET  
COLUMBIA, SOUTH CAROLINA 29201

---

MICHAEL H. MONTGOMERY  
MHM@MONTGOMERYWILLARD.COM  
DIRECT DIAL No. (803) 753-6484

CERTIFIED CIVIL MEDIATOR

POST OFFICE BOX 11886  
COLUMBIA, SOUTH CAROLINA 29211-1886

FACSIMILE (803) 799-2755  
WORLD WIDE WEB [HTTP://WWW.MONTGOMERYWILLARD.COM](http://www.montgomerywillard.com)

October 10, 2023

**BY EMAIL TO: [jwhite@mmo.sc.gov](mailto:jwhite@mmo.sc.gov)**

Mr. John White  
Chief Procurement Officer  
Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

**Re: Flaunt Your Curves Boutique, LLC v. SC DJJ  
Case Number 2024-106**

Dear Mr. White:

As you know, we represent the South Carolina Department of Juvenile Justice in this matter. I am writing to respond briefly to the correspondence submitted by the Petitioner, Flaunt Your Curves, LLC, since our brief session last week.

First, let me reiterate that we believe that SCDJJ's position as it relates to the contract controversy is fully articulated in our Reply to Request for Resolution of Contract Controversy previously filed with this Court. We also believe that the CPO's position that the contract is void *ab initio* is appropriate, and DJJ will abide by that determination.

Second, Flaunt Your Curves misapprehends the law surrounding every contract with the State in that a contract for expected use has an estimated value – it is not a guarantee of payment to any vendor. Here, DJJ does not have control of its female population – that falls to the Courts, Probation, and youth services. Not only is that information obvious, but it is also why there are estimated quantities given in an IFB or solicitation.

Third, DJJ unequivocally rejects any of Flaunt Your Curves' settlement proposals subsequent to our October 3, 2023 session.

Fourth, at this juncture, even if the contract is not void *ab initio*, DJJ will likely decide to terminate the contract for its convenience.

Fifth, DJJ has not accepted any price increase. No formal request for a price increase was made. Instead, Flaunt Your Curves attempted to advantage itself due to a calculation error by reconstituting a unit price.

Sixth, State Contract vendors are not guaranteed a price and enter into a contract with the opportunity to ask questions and fully vet a solicitation before they enter a bid or proposal.

Finally, if Flaunt Your Curves desires to pursue this through a hearing, DJJ will be ready and will participate. We will also seek a refund of the overpayment as the result of Flaunt Your Curves' willful overcharge of the agency.

DJJ stands ready to proceed through the statutory process as you wish to instruct us based upon Flaunt Your Curves' positions in this matter.

Thank you for your consideration of this matter, and should there be any questions or concerns, please do not hesitate to contact me. With kind personal regards, I am,

Sincerely,

MONTGOMERY WILLARD, LLC



Michael H. Montgomery

CB/cb

cc: Manton Grier, Esq,  
Anika Oliver, Flaunt Your Curves

**MONTGOMERY WILLARD, LLC**  
ATTORNEYS AND COUNSELORS AT LAW  
1002 CALHOUN STREET  
COLUMBIA, SOUTH CAROLINA 29201

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MICHAEL H. MONTGOMERY  
MHM@MONTGOMERYWILLARD.COM  
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December 19, 2023

**BY EMAIL TO: [jwhite@mmo.sc.gov](mailto:jwhite@mmo.sc.gov)**

Mr. John White  
Chief Procurement Officer  
Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

**Re: Flaunt Your Curves Boutique, LLC v. SC DJJ  
Case Number 2024-106**

Dear Mr. White:

As you know, we represent the South Carolina Department of Juvenile Justice in this matter. I am writing to briefly respond to the several pieces of supplemental correspondence submitted by the Petitioner, Flaunt Your Curves, LLC, since our October meeting.

First, let me reiterate that we believe that SCDJJ's position as it relates to the contract controversy is fully articulated in our Reply to Request for Resolution of Contract Controversy previously filed with the CPO. We also believe that the CPO's position that the contract is void ab initio is appropriate, and DJJ will abide by that determination.

Second, Flaunt Your Curves continues to misapprehend the law surrounding every contract with the State in that a contract for expected use has an estimated value – it is not a guarantee of payment to any vendor. Here, DJJ does not have control of its female population, which falls to the courts, probation, and youth services. Not only is that information obvious, but it is also why there are estimated quantities given in an IFB or solicitation to provide services to a varying number of inmates with disparate needs.

Third, DJJ never accepted any price increase, and no formal request for a price increase was made. Instead, Flaunt Your Curves attempted to advantage itself due to a calculation error by reconstituting a unit price.

Fourth, We hereby object to the purported recordings submitted by Ms. Oliver as “evidence” to support her claims. They are not properly authenticated pursuant to Rule 901(6) nor are they relevant to the claims at issue before the CPO. The facts relating to this matter were



submitted to the CPO both in writing with DJJ's response to the claim and again during our in-person conference.

Fifth, We feel compelled to respond to some of the personal attacks made by the Petitioner in her pleadings and correspondence.

We note that, unfortunately, Petitioner has attempted to insert race and other claims into the matter without any basis other than to smear dedicated state employees. We object to this and would further ask that these statements be stricken from the public record.

This dispute really settles around two basic issues. First, FYC improperly charged the Agency \$103.00 per unit for a trim service it contracted to provide for \$10.00. DJJ erroneously accepted and paid this charge. Flaunt Your Curves neither bid for nor proposed this charge. DJJ could not and did not accept it. The inflated charges were erroneously paid. Moreover, as we have previously pointed out, a material change such as this would have been improper and invalid under the code without a contract amendment. None was requested or approved.

FYC also misunderstands that the agency purchases services under the contract based upon the Agency's needs and requirements -- not the vendor's discretion. The law is well settled that the State has discretion to purchase items on a contract. Here, the vendor wishes to assert that she had control over the frequency and types of services to be rendered to each individual inmate.

The agency vigorously disagrees with FYC's allegations that it "threatened" to cancel the contract. Our witnesses will testify that they offered to consent to cancellation if FYC was unable to perform or felt that the contract was causing it to lose staff and earnings (something that it has never demonstrated). That offer of accommodation could hardly be considered a "threat." Additionally, DJJ has the absolute right under the code to terminate a contract such as this for its convenience, so any discussions of termination -- other than as a matter of determining any entitlement to cost reimbursement under the code are irrelevant.

Likewise, the restriction of services was offered and was necessary because the contract was being operated by FYC and the inmates at DJJ to the point where the cost of hair care for female inmates was both unreasonable and could not be justified. Some inmates were literally receiving hundreds of dollars in services from FYC every week. Likewise, FYC misconstrues the restriction. It was a restriction on the inmates' obtaining service -- not FYC providing them. The Agency still expected weekly service -- but did offer a biweekly option to assist FYC if it was preferred.

FYC was never "micromanaged or scrutinized" more than any other vendor with access to a DJJ facility. The required compliance was due to DJJ's requirements for record-keeping and safety.

FYC had no guarantee of any specified amount of services to what amounted to a

requirements contract. Inmates may lose the privilege of receiving these services due to disciplinary or other reasons that are not within the control of procurement and incidents affecting those items can occur on the same day that an inmate might be scheduled to receive such services. Likewise, there is no reading of the contract that could be held, as FYC seems to argue, that each service needed to be included in every inmate's hair care.

FYC's complaints about payment largely arise from the fact that SCDOR took funds paid due to a prior tax date. This was an occurrence that was outside of the Agency's control – it is imposed by law. DJJ made payments under the contract and processed those payments within agency standards through the DJJ budget. There was no escrow account or other funding challenges, as FYC purports to allege.

Ms. Oliver also now purports to challenge the contract awarded to Live 2 Win Beauty and Barber, LLC. I note, as the CPO knows, that such a claim is an untimely protest of the Award and that Ms. Oliver has no standing to assert that claim. We also object to the apparent threats that she has made to the CPO with comments like “before invoking other resources prematurely.”

When a contractor voluntarily chooses to contract with the government and accept government funds as consideration for its services, that contractor agrees to abide by the contract and the State's rules. FYC wishes to rewrite the contract to suit its needs and wants here. It is not entitled to such an interpretation.

In conclusion, FYC has not offered any evidence that supports a claim that it is entitled to payment of the entire estimated contract sum under any circumstance, that it has suffered any damages as a result of the termination of the contract or that SCDJJ's administration of the contract was improper and that such improper administration caused it harm. Its conduct here in the expressed frustration with the CPO and the procurement process amplifies the fact that its representatives seem to easily misunderstand and misconstrue facts and events. We encourage the CPO to consider these issues in exercising the CPO's discretion in weighing credibility of the parties.

The CPO should issue its Order terminating this contract as void ab initio and Order Flaunt Your Curves, LLC to repay the sum of Twenty-One Thousand One Hundred Eleven and no/100 (\$21,111.00) dollars that was paid to FYC in error as a result of overcharges for the trim line item in excess of FYC's bid. FYC has not presented any cost claims or other evidence that might entitle it to any additional payment.

Mr. John White  
Chief Procurement Officer  
December 19, 2023  
Page 4

---

Thank you for your consideration of this matter, and should there be any questions or concerns, please do not hesitate to contact me. With kind personal regards, I am,

Very truly yours,


**MONTGOMERY WILLARD, LLC**

A handwritten signature in black ink, appearing to read "Michael H. Montgomery", with a long horizontal flourish extending to the right.

Michael H. Montgomery

MHM/cb

# Exhibit E

|                                                                                   |                                                          |                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>State of South Carolina</b><br><br>Invitation For Bid | Solicitation: 5400024562<br>Date Issued: 12/16/2022<br>Procurement Officer: JESSICA GOFF<br>Phone: 18038964699<br>E-Mail Address: jgoff@sled.sc.gov<br>Mailing Address: SCDJJ Procurement Department<br>PO Box 21069<br>Columbia SC 29221 |
|-----------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

DESCRIPTION: **Barber and Cosmetologist Services**  
 USING GOVERNMENTAL UNIT: **DJJ Administration**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **01/05/2023 10:00:00** (See "Deadline for Submission Of Offer" provision)


QUESTIONS MUST BE RECEIVED BY: **12/29/2022 10:00:00** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED:

|                                                                                                                                                                   |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| CONFERENCE TYPE: <b>Not Applicable</b><br>DATE & TIME:<br><br><small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small> | LOCATION: <b>Not Applicable</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|

|                    |                                                                                                                                                                                                                                              |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AWARD & AMENDMENTS | The award will be posted on <b>01/12/2023</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a> |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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 thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

|                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NAME OF OFFEROR<br><i>Flaunt Your Curves Boutique LLC</i><br><small>(Full legal name of business submitting the offer)</small>                                                                                      | 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. |
| AUTHORIZED SIGNATURE<br><br><small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small> | DATE SIGNED<br><i>1/4/23</i>                                                                                                                                                                                                                                                                                                                                                                       |
| TITLE<br><i>owner</i><br><small>(Business title of person signing above)</small>                                                                                                                                    | STATE VENDOR NO. <i>7000315487</i><br><small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>                                                                                                                                                                                                                                    |
| PRINTED NAME<br><i>Anika Oliver</i><br><small>(Printed name of person signing above)</small>                                                                                                                        | STATE OF INCORPORATION<br><i>SC</i><br><small>(If you are a corporation, identify the state of incorporation.)</small>                                                                                                                                                                                                                                                                             |

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

Sole Proprietorship  
  Partnership  
  Other   *LLC*  

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

**PAGE TWO**

**(Return Page Two with Your Offer)**

|                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p> <p>2150 Northwoods Blvd.<br/>Suite K-812<br/>North Charleston SC<br/>29406</p> | <p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>8900 Arbor Glen Drive<br/>North Charleston SC 29420</p> <p>843-501-6999 Area Code -<br/>Number - Extension Facsimile</p> <p>anika.o@fycblc.com E-mail<br/>Address</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p> <p><input checked="" type="checkbox"/> Payment Address same as Home Office Address<br/><input checked="" type="checkbox"/> Payment Address same as Notice Address (check only one)</p> | <p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p> <p><input checked="" type="checkbox"/> Order Address same as Home Office Address<br/><input checked="" type="checkbox"/> Order Address same as Notice Address (check only one)</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| ACKNOWLEDGMENT OF AMENDMENTS                                                                                                                  |                      |               |                      |               |                      |               |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
| Offerors acknowledge 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 - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4) &(6)]

PREFERENCES - ADDRESS AND PHONE OF THE IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(I)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

#### IV. INFORMATION FOR OFFERORS TO SUBMIT

##### INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MAR 2015)

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]

##### 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: SM BCC

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? NA

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? NA

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]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

| Line Number                                      | Quantity | Unit of Measure | Unit Price | Extended Price |
|--------------------------------------------------|----------|-----------------|------------|----------------|
| 0001                                             | 1        | each            | \$ 22      |                |
| <b>Product Catg.:</b> 95210 – Barber Services    |          |                 |            |                |
| <b>Item Description:</b> Coastal Barber Services |          |                 |            |                |
| <b>Internal Item Number:</b>                     |          |                 |            |                |

| Line Number                                           | Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------------------------------------------------|----------|-----------------|------------|----------------|
| 0002                                                  | 1        | each            | \$ 22      |                |
| <b>Product Catg.:</b> 95210 – Barber Services         |          |                 |            |                |
| <b>Item Description:</b> Midlands Beautician Services |          |                 |            |                |
| <b>Internal Item Number:</b>                          |          |                 |            |                |

| Line Number                                         | Quantity | Unit of Measure | Unit Price | Extended Price |
|-----------------------------------------------------|----------|-----------------|------------|----------------|
| 0001                                                | 1        | each            | \$ 341     |                |
| <b>Product Catg.:</b> 95210 – Beautician Services   |          |                 |            |                |
| <b>Item Description:</b> Costal Beautician Services |          |                 |            |                |
| <b>Internal Item Number:</b>                        |          |                 |            |                |

| Line Number                                           | Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------------------------------------------------|----------|-----------------|------------|----------------|
| 0002                                                  | 1        | each            | \$ 341     |                |
| <b>Product Catg.:</b> 95210 – Beautician Services     |          |                 |            |                |
| <b>Item Description:</b> Midlands Beautician Services |          |                 |            |                |
| <b>Internal Item Number:</b>                          |          |                 |            |                |

## **Barber Services**

- 1)Basic Haircut- \$15
- 2) Shaving, trimming, shaping beards and mustaches-\$7

## **Beautician Services**

- 1)Basic Haircut and Style-\$48
- 2)shampoo-\$10
- 3)condition-\$10
- 4)natural hair braid-\$45
- 5)twist-\$45
- 6)roller set-\$40
- 7)maintain locks- \$48
- 8)blow dry-\$15
- 9)flat iron-\$45
- 10)cut-\$25
- 11)trim-\$10



# FLAUNT YOUR CURVES BOUTIQUE LLC

**Contact Person**-Anika Oliver (843)501-6999

**Business Phone**-(843)297-8287

**Address**-2150 Northwoods Blvd. North Charleston, SC 29406 suite k-812

[Email-anika.o@fycbllc.com](mailto:anika.o@fycbllc.com)

**Duns**-106586317

**Cage Number**-9DQB9

[www.flauntyourcurvesboutique.com](http://www.flauntyourcurvesboutique.com)

**UEI**-DTJJHNUCJRS9

**EIN**-83-0807415

## Summary

Flaunt Your Curves Boutique LLC is a women and minority owned business. What makes us unique is the fact that we are a one stop shop for our customers. We specialize in statement clothing pieces that turn heads when you enter a room. In addition, we provide hair and makeup services for a complete experience.

## Capability

We are experts in the area of:

|                   |                                |
|-------------------|--------------------------------|
| Haircuts          | Roller set                     |
| Color             | Press and curl                 |
| Braids            | Twist                          |
| Sister locks      | Relaxers                       |
| Micro locks       | Men haircuts                   |
| Flat iron         | Men shave                      |
| Wig installation  | Men beard/mustache maintenance |
| Dread maintenance | Shampoo/Condition              |

## Expertise

Flaunt Your Curves Boutique LLC have over 25 years of hands-on experience serving our customers. We have been licensed in the state of SC since 1995. Our team is highly skilled and very professional. We have been trained by well-known institutions such as Paul Mitchell, Charleston Cosmetology Institution, Howards Barbering School and Garrett Academy.

## Past Performances

We have contracted with Supercuts, Family Affair Studio and Hair to Excel, Sheila's Beauty, Salon 2000 and Samiyah's Beauty Experience in the past 25 years.

## Certification In the State of SC

Women and Minority Owned Business Certified

**Flaunt Your Curves Boutique LLC**  
 "If You Got It, Flaunt It!"

**INVOICE #001**

**Vendor 7000315487**  
 2150 Northwoods Blvd STE K812  
 North Charleston SC 29406  
 Phone: (843) 297-8287

**PO# 4600934988**  
**DATE: 04/17/2023 - 04/23/2023**

**TO:**  
 SCDJ Finance Department  
 Attn: Accounts Payable Department  
 220 Executive Center Drive  
 Columbia SC 29210-8422

**FOR:**  
 Blanket PO Cosmetologist Services  
 DJJ Contract # 4400030955  
 Reference Bid # 5400024562  
**Accountspayable@DJJ.SC.GOV**

| DESCRIPTION                   | UNITS | RATE   | AMOUNT         |
|-------------------------------|-------|--------|----------------|
| 00001 Shampoo                 | 32    | 10.00  | 320.00         |
| 00002 Basic Haircut and Style | 17    | 48.00  | 816.00         |
| 00003 Condition               | 32    | 10.00  | 320.00         |
| 00004 Natural Hair Braid      | 2     | 45.00  | 90.00          |
| 00005 Twist                   | 4     | 45.00  | 180.00         |
| 00006 Roller Set              | 2     | 40.00  | 80.00          |
| 00007 Maintain Locs           | 2     | 48.00  | 96.00          |
| 00008 Blow Dry                | 25    | 15.00  | 375.00         |
| 00009 Flat Iron               | 15    | 45.00  | 675.00         |
| 00010 Cut                     | 20    | 25.00  | 500.00         |
| 00011 Trim                    | 32    | 103.00 | 3296.00        |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
| <b>TOTAL</b>                  |       |        | <b>6748.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

**Flaunt Your Curves Boutique LLC**  
 "If You Got It, Flaunt It!"

**INVOICE #002**

**Vendor 7000315487**  
 2150 Northwoods Blvd STE K812  
 North Charleston SC 29406  
 Phone: (843) 297-8287

**PO# 4600934988**  
**DATE: 04/24/2023 - 04/30/2023**

**TO:**  
 SCDJJ Finance Department  
 Attn: Accounts Payable Department  
 220 Executive Center Drive  
 Columbia SC 29210-8422

**FOR:**  
 Blanket PO Cosmetologist Services  
 DJJ Contract # 4400030955  
 Reference Bid # 5400024562  
**Accountspayable@DJJ.SC.GOV**

| DESCRIPTION                   | UNITS | RATE   | AMOUNT         |
|-------------------------------|-------|--------|----------------|
| 00001 Shampoo                 | 35    | 10.00  | 350.00         |
| 00002 Basic Haircut and Style | 9     | 48.00  | 432.00         |
| 00003 Condition               | 35    | 10.00  | 350.00         |
| 00004 Natural Hair Braid      | 6     | 45.00  | 270.00         |
| 00005 Twist                   | 5     | 45.00  | 225.00         |
| 00006 Roller Set              | 7     | 40.00  | 280.00         |
| 00007 Maintain Locs           | 2     | 48.00  | 96.00          |
| 00008 Blow Dry                | 23    | 15.00  | 345.00         |
| 00009 Flat Iron               | 19    | 45.00  | 855.00         |
| 00010 Cut                     | 4     | 25.00  | 100.00         |
| 00011 Trim                    | 21    | 103.00 | 2163.00        |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
| <b>TOTAL</b>                  |       |        | <b>5466.00</b> |

**THANK YOU FOR YOUR BUSINESS!**



**Flaunt Your Curves Boutique LLC**

“If You Got It, Flaunt It!”

**INVOICE #004**

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

**PO# 4600934988**

**DATE: 05/08/2023 - 05/14/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562

**[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)**

**Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472**

| DESCRIPTION                   | UNITS | RATE         | AMOUNT         |
|-------------------------------|-------|--------------|----------------|
| 00001 Shampoo                 | 27    | 10.00        | 270.00         |
| 00002 Basic Haircut and Style | 7     | 48.00        | 336.00         |
| 00003 Condition               | 27    | 10.00        | 270.00         |
| 00004 Natural Hair Braid      | 7     | 45.00        | 315.00         |
| 00005 Twist                   | 6     | 45.00        | 270.00         |
| 00006 Roller Set              | 1     | 40.00        | 40.00          |
| 00007 Maintain Locs           | 2     | 48.00        | 96.00          |
| 00008 Blow Dry                | 27    | 15.00        | 405.00         |
| 00009 Flat Iron               | 17    | 45.00        | 765.00         |
| 00010 Cut                     | 4     | 25.00        | 100.00         |
| 00011 Trim                    | 18    | 103.00       | 1854.00        |
|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
|                               |       | <b>TOTAL</b> | <b>4721.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

**Flaunt Your Curves Boutique LLC**

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812  
North Charleston SC 29406  
Phone: (843) 297-8287

**INVOICE #005**

**PO# 4600934988**

**DATE: 05/15/2023 - 05/21/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562  
[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)  
Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT         |
|-------------------------------|-------|--------------|----------------|
| 00001 Shampoo                 | 26    | 10.00        | 260.00         |
| 00002 Basic Haircut and Style | 2     | 48.00        | 96.00          |
| 00003 Condition               | 26    | 10.00        | 260.00         |
| 00004 Natural Hair Braid      | 3     | 45.00        | 135.00         |
| 00005 Twist                   | 6     | 45.00        | 270.00         |
| 00006 Roller Set              | 6     | 40.00        | 240.00         |
| 00007 Maintain Locs           | 2     | 48.00        | 96.00          |
| 00008 Blow Dry                | 26    | 15.00        | 390.00         |
| 00009 Flat Iron               | 21    | 45.00        | 945.00         |
| 00010 Cut                     | 8     | 25.00        | 200.00         |
| 00011 Trim                    | 24    | 103.00       | 2472.00        |
|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
|                               |       | <b>TOTAL</b> | <b>5364.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

## Flaunt Your Curves Boutique LLC

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

## INVOICE #006

**PO# 4600934988**

**DATE: 05/22/2023 - 05/28/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562

[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)

Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT         |
|-------------------------------|-------|--------------|----------------|
| 00001 Shampoo                 | 16    | 10.00        | 160.00         |
| 00002 Basic Haircut and Style | 3     | 48.00        | 144.00         |
| 00003 Condition               | 16    | 10.00        | 160.00         |
| 00004 Natural Hair Braid      | 5     | 45.00        | 225.00         |
| 00005 Twist                   | 0     | 45.00        | 0              |
| 00006 Roller Set              | 1     | 40.00        | 40.00          |
| 00007 Maintain Locs           | 0     | 48.00        | 0              |
| 00008 Blow Dry                | 15    | 15.00        | 225.00         |
| 00009 Flat Iron               | 13    | 45.00        | 585.00         |
| 00010 Cut                     | 0     | 25.00        | 0              |
| 00011 Trim                    | 14    | 103.00       | 1442.00        |
|                               |       |              |                |
|                               |       |              |                |
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|                               |       |              |                |
|                               |       | <b>TOTAL</b> | <b>2981.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

**Flaunt Your Curves Boutique LLC**

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

**INVOICE #007**

**PO# 4600934988**

**DATE: 05/29/2023 - 06/04/2023**

**TO:**

SCDJJ Finance Department  
 Attn: Accounts Payable Department  
 220 Executive Center Drive  
 Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
 DJJ Contract # 4400030955  
 Reference Bid # 5400024562

[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)

Coastal Evaluation Center  
 331 Campbell Thickett Road  
 Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT         |
|-------------------------------|-------|--------------|----------------|
| 00001 Shampoo                 | 16    | 10.00        | 160.00         |
| 00002 Basic Haircut and Style | 2     | 48.00        | 96.00          |
| 00003 Condition               | 16    | 10.00        | 160.00         |
| 00004 Natural Hair Braid      | 3     | 45.00        | 135.00         |
| 00005 Twist                   | 6     | 45.00        | 270.00         |
| 00006 Roller Set              | 0     | 40.00        | 0              |
| 00007 Maintain Locs           | 2     | 48.00        | 96.00          |
| 00008 Blow Dry                | 16    | 15.00        | 240.00         |
| 00009 Flat Iron               | 9     | 45.00        | 405.00         |
| 00010 Cut                     | 0     | 25.00        | 0              |
| 00011 Trim                    | 8     | 103.00       | 824.00         |
|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
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|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
|                               |       | <b>TOTAL</b> | <b>2386.00</b> |

**THANK YOU FOR YOUR BUSINESS!**



**Flaunt Your Curves Boutique LLC**

*"If You Got It, Flaunt It!"*

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

**INVOICE #008**

**PO# 4600934988**

**DATE: 06/05/2023 - 06/30/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562

**Accountspayable@DJJ.SC.GOV**

Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE   | AMOUNT           |
|-------------------------------|-------|--------|------------------|
| 00001 Shampoo                 | 81    | 10.00  | 810.00           |
| 00002 Basic Haircut and Style | 3     | 48.00  | 144.00           |
| 00003 Condition               | 81    | 10.00  | 810.00           |
| 00004 Natural Hair Braid      | 22    | 45.00  | 990.00           |
| 00005 Twist                   | 11    | 45.00  | 495.00           |
| 00006 Roller Set              | 3     | 40.00  | 120.00           |
| 00007 Maintain Locs           | 7     | 48.00  | 336.00           |
| 00008 Blow Dry                | 76    | 15.00  | 1140.00          |
| 00009 Flat Iron               | 44    | 45.00  | 1980.00          |
| 00010 Cut                     | 1     | 25.00  | 25.00            |
| 00011 Trim                    | 54    | 103.00 | 5562.00          |
|                               |       |        |                  |
|                               |       |        |                  |
|                               |       |        |                  |
|                               |       |        |                  |
|                               |       |        |                  |
|                               |       |        |                  |
| <b>TOTAL</b>                  |       |        | <b>12,412.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

**Flaunt Your Curves Boutique LLC**

*"If You Got It, Flaunt It!"*

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

**INVOICE #009**

**PO# 4600934988**

**DATE: 07/01/2023 - 07/09/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562

[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)

**Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472**

| <b>DESCRIPTION</b>            | <b>UNITS</b> | <b>RATE</b>  | <b>AMOUNT</b>   |
|-------------------------------|--------------|--------------|-----------------|
| 00001 Shampoo                 | 19           | 10.00        | 190.00          |
| 00002 Basic Haircut and Style | 0            | 48.00        | 0               |
| 00003 Condition               | 19           | 10.00        | 190.00          |
| 00004 Natural Hair Braid      | 4            | 45.00        | 180.00          |
| 00005 Twist                   | 3            | 45.00        | 135.00          |
| 00006 Roller Set              | 2            | 40.00        | 80.00           |
| 00007 Maintain Locs           | 1            | 48.00        | 48.00           |
| 00008 Blow Dry                | 19           | 15.00        | 285.00          |
| 00009 Flat Iron               | 10           | 45.00        | 450.00          |
| 00010 Cut                     | 0            | 25.00        | 0               |
| 00011 Trim                    | 18           | 103.00       | 1854.00         |
|                               |              |              |                 |
|                               |              |              |                 |
|                               |              |              |                 |
|                               |              |              |                 |
|                               |              |              |                 |
|                               |              |              |                 |
|                               |              |              |                 |
|                               |              |              |                 |
|                               |              | <b>TOTAL</b> | <b>3,412.00</b> |

**THANK YOU FOR YOUR BUSINESS!**



**Flaunt Your Curves Boutique LLC**  
"If You Got It, Flaunt It!"

**INVOICE #011**

**Vendor 7000315487**  
2150 Northwoods Blvd STE K812  
North Charleston SC 29406  
Phone: (843) 297-8287

**PO# 4600934988**  
**DATE: 07/17/2023 - 07/23/2023**

**TO:**  
SCDjj Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**  
Blanket PO Cosmetologist Services  
Djj Contract # 4400030955  
Reference Bid # 5400024562  
Accounts payable@DJJ.SC.GOV  
Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

**RECEIVED**  
**AUG 07 2023**  
SC Dept of Juvenile  
Office of Fiscal A:

| DESCRIPTION                   | UNITS | RATE   | AMOUNT         |
|-------------------------------|-------|--------|----------------|
| 00001 Shampoo                 | 12    | 10.00  | 120.00         |
| 00002 Basic Haircut and Style | 2     | 48.00  | 96.00          |
| 00003 Condition               | 12    | 10.00  | 120.00         |
| 00004 Natural Hair Braid      | 2     | 45.00  | 90.00          |
| 00005 Twist                   | 1     | 45.00  | 45.00          |
| 00006 Roller Set              | 0     | 40.00  | 0              |
| 00007 Maintain Locs           | 0     | 48.00  | 0              |
| 00008 Blow Dry                | 11    | 15.00  | 165.00         |
| 00009 Flat Iron               | 10    | 45.00  | 450.00         |
| 00010 Cut                     | 0     | 25.00  | 0              |
| 00011 Trim                    | 12    | 103.00 | 1236.00        |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
|                               |       |        |                |
| <b>TOTAL</b>                  |       |        | <b>2322.00</b> |

*Michelle*  
**THANK YOU FOR YOUR BUSINESS!**

**Flaunt Your Curves Boutique LLC**

*“If You Got It, Flaunt It!”*

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

**INVOICE #012**

**PO# 4600934988**

**DATE: 07/24/2023 – 07/30/2023**

**TO:**

SCDJJ Finance Department  
 Attn: Accounts Payable Department  
 220 Executive Center Drive  
 Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
 DJJ Contract # 4400030955  
 Reference Bid # 5400024562  
[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)  
 Coastal Evaluation Center  
 331 Campbell Thickett Road  
 Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT         |
|-------------------------------|-------|--------------|----------------|
| 00001 Shampoo                 | 23    | 10.00        | 230.00         |
| 00002 Basic Haircut and Style | 0     | 48.00        | 0              |
| 00003 Condition               | 23    | 10.00        | 230.00         |
| 00004 Natural Hair Braid      | 5     | 45.00        | 225.00         |
| 00005 Twist                   | 4     | 45.00        | 180.00         |
| 00006 Roller Set              | 0     | 40.00        | 0              |
| 00007 Maintain Locs           | 3     | 48.00        | 144.00         |
| 00008 Blow Dry                | 23    | 15.00        | 345.00         |
| 00009 Flat Iron               | 17    | 45.00        | 765.00         |
| 00010 Cut                     | 0     | 25.00        | 0              |
| 00011 Trim                    | 6     | 103.00       | 515.00         |
|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
|                               |       |              |                |
|                               |       | <b>TOTAL</b> | <b>2740.00</b> |

**THANK YOU FOR YOUR BUSINESS!**



**Flaunt Your Curves Boutique LLC**  
*“If You Got It, Flaunt It!”*

**INVOICE #014**

**Vendor 7000315487**  
2150 Northwoods Blvd STE K812  
North Charleston SC 29406  
Phone: (843) 297-8287

**PO# 4600934988**

**DATE: 08/07/2023 – 08/13/2023**

**TO:**  
SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**  
Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562  
[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)  
Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT        |
|-------------------------------|-------|--------------|---------------|
| 00001 Shampoo                 | 5     | 10.00        | 50.00         |
| 00002 Basic Haircut and Style | 0     | 48.00        | 0             |
| 00003 Condition               | 5     | 10.00        | 50.00         |
| 00004 Natural Hair Braid      | 0     | 45.00        | 0             |
| 00005 Twist                   | 2     | 45.00        | 90.00         |
| 00006 Roller Set              | 0     | 40.00        | 0             |
| 00007 Maintain Locs           | 1     | 48.00        | 48.00         |
| 00008 Blow Dry                | 4     | 15.00        | 60.00         |
| 00009 Flat Iron               | 3     | 45.00        | 135.00        |
| 00010 Cut                     | 1     | 25.00        | 25.00         |
| 00011 Trim                    | 0     | 103.00       | 0             |
|                               |       |              |               |
|                               |       |              |               |
|                               |       |              |               |
|                               |       |              |               |
|                               |       |              |               |
|                               |       |              |               |
|                               |       |              |               |
|                               |       | <b>TOTAL</b> | <b>458.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

# Flaunt Your Curves Boutique LLC

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812  
 North Charleston SC 29406  
 Phone: (843) 297-8287

# INVOICE #015

**PO# 4600934988**

**DATE: 08/14/2023 - 08/20/2023**

**TO:**

SCDJJ Finance Department  
 Attn: Accounts Payable Department  
 220 Executive Center Drive  
 Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
 DJJ Contract # 4400030955  
 Reference Bid # 5400024562

[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)

Coastal Evaluation Center  
 331 Campbell Thickett Road  
 Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT        |
|-------------------------------|-------|--------------|---------------|
| 00001 Shampoo                 | 8     | 10.00        | 80.00         |
| 00002 Basic Haircut and Style | 0     | 48.00        | 0             |
| 00003 Condition               | 8     | 10.00        | 80.00         |
| 00004 Natural Hair Braid      | 0     | 45.00        | 0             |
| 00005 Twist                   | 2     | 45.00        | 90.00         |
| 00006 Roller Set              | 0     | 40.00        | 0             |
| 00007 Maintain Locs           | 1     | 48.00        | 48.00         |
| 00008 Blow Dry                | 8     | 15.00        | 120.00        |
| 00009 Flat Iron               | 5     | 45.00        | 225.00        |
| 00010 Cut                     | 0     | 25.00        | 0             |
| 00011 Trim                    | 0     | 103.00       | 0             |
|                               |       |              |               |
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|                               |       |              |               |
|                               |       |              |               |
|                               |       | <b>TOTAL</b> | <b>643.00</b> |

**THANK YOU FOR YOUR BUSINESS!**



**Flaunt Your Curves Boutique LLC**

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

**INVOICE #016**

**PO# 4600934988**

**DATE: 08/21/2023 - 08/27/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562

[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)

Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE   | AMOUNT        |
|-------------------------------|-------|--------|---------------|
| 00001 Shampoo                 | 5     | 10.00  | 50.00         |
| 00002 Basic Haircut and Style | 0     | 48.00  | 0             |
| 00003 Condition               | 5     | 10.00  | 50.00         |
| 00004 Natural Hair Braid      | 0     | 45.00  | 0             |
| 00005 Twist                   | 0     | 45.00  | 0             |
| 00006 Roller Set              | 0     | 40.00  | 0             |
| 00007 Maintain Locs           | 1     | 48.00  | 48.00         |
| 00008 Blow Dry                | 5     | 15.00  | 75.00         |
| 00009 Flat Iron               | 3     | 45.00  | 135.00        |
| 00010 Cut                     | 1     | 25.00  | 25.00         |
| 00011 Trim                    | 0     | 103.00 | 0             |
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|                               |       |        |               |
| <b>TOTAL</b>                  |       |        | <b>383.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

## **Flaunt Your Curves Boutique LLC**

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

# **INVOICE #016**

**PO# 4600934988**

**DATE: 08/28/2023 – 09/03/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562  
[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)  
Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT        |
|-------------------------------|-------|--------------|---------------|
| 00001 Shampoo                 | 3     | 10.00        | 30.00         |
| 00002 Basic Haircut and Style | 0     | 48.00        | 0             |
| 00003 Condition               | 3     | 10.00        | 30.00         |
| 00004 Natural Hair Braid      | 1     | 45.00        | 45.00         |
| 00005 Twist                   | 0     | 45.00        | 0             |
| 00006 Roller Set              | 0     | 40.00        | 0             |
| 00007 Maintain Locs           | 0     | 48.00        | 0             |
| 00008 Blow Dry                | 3     | 15.00        | 45.00         |
| 00009 Flat Iron               | 1     | 45.00        | 45.00         |
| 00010 Cut                     | 1     | 25.00        | 25.00         |
| 00011 Trim                    | 0     | 103.00       | 0             |
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|                               |       |              |               |
|                               |       | <b>TOTAL</b> | <b>220.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

**Flaunt Your Curves Boutique LLC**

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

**INVOICE #017**

**PO# 4600934988**

**DATE: 09/04/2023 - 09/10/2023**

**TO:**

SCDJJ Finance Department

Attn: Accounts Payable Department

220 Executive Center Drive

Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services

DJJ Contract # 4400030955

Reference Bid # 5400024562

[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)

Coastal Evaluation Center

331 Campbell Thickett Road

Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT        |
|-------------------------------|-------|--------------|---------------|
| 00001 Shampoo                 | 3     | 10.00        | 30.00         |
| 00002 Basic Haircut and Style | 0     | 48.00        | 0             |
| 00003 Condition               | 3     | 10.00        | 30.00         |
| 00004 Natural Hair Braid      | 0     | 45.00        | 0             |
| 00005 Twist                   | 1     | 45.00        | 45.00         |
| 00006 Roller Set              | 0     | 40.00        | 0             |
| 00007 Maintain Locs           | 1     | 48.00        | 48.00         |
| 00008 Blow Dry                | 2     | 15.00        | 30.00         |
| 00009 Flat Iron               | 0     | 45.00        | 0             |
| 00010 Cut                     | 1     | 25.00        | 25.00         |
| 00011 Trim                    | 0     | 103.00       | 0             |
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|                               |       | <b>TOTAL</b> | <b>208.00</b> |

**THANK YOU FOR YOUR BUSINESS!**



**Flaunt Your Curves Boutique LLC**

*"If You Got It, Flaunt It!"*

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

**INVOICE #019**

**PO# 4600934988**

**DATE: 09/25/2023 - 09/30/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562  
[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)  
Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT        |
|-------------------------------|-------|--------------|---------------|
| 00001 Shampoo                 | 4     | 10.00        | 40.00         |
| 00002 Basic Haircut and Style | 0     | 48.00        | 0             |
| 00003 Condition               | 4     | 10.00        | 40.00         |
| 00004 Natural Hair Braid      | 1     | 45.00        | 45.00         |
| 00005 Twist                   | 0     | 45.00        | 0             |
| 00006 Roller Set              | 1     | 40.00        | 40.00         |
| 00007 Maintain Locs           | 1     | 48.00        | 48.00         |
| 00008 Blow Dry                | 3     | 15.00        | 45.00         |
| 00009 Flat Iron               | 2     | 45.00        | 90.00         |
| 00010 Cut                     | 1     | 25.00        | 25.00         |
| 00011 Trim                    | 0     | 103.00       | 0             |
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|                               |       | <b>TOTAL</b> | <b>373.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

**Flaunt Your Curves Boutique LLC**

*"If You Got It, Flaunt It!"*

**INVOICE #020**

**Vendor 7000315487**

2150 Northwoods Blvd STE K812  
North Charleston SC 29406  
Phone: (843) 297-8287

**PO# 4600934988**

**DATE: 10/09/2023 - 10/15/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562  
[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)  
Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT        |
|-------------------------------|-------|--------------|---------------|
| 00001 Shampoo                 | 8     | 10.00        | 80.00         |
| 00002 Basic Haircut and Style | 0     | 48.00        | 0             |
| 00003 Condition               | 8     | 10.00        | 80.00         |
| 00004 Natural Hair Braid      | 1     | 45.00        | 45.00         |
| 00005 Twist                   | 1     | 45.00        | 45.00         |
| 00006 Roller Set              | 0     | 40.00        | 0             |
| 00007 Maintain Locs           | 0     | 48.00        | 0             |
| 00008 Blow Dry                | 8     | 15.00        | 120.00        |
| 00009 Flat Iron               | 4     | 45.00        | 180.00        |
| 00010 Cut                     | 0     | 25.00        | 0             |
| 00011 Trim                    | 0     | 103.00       | 0             |
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|                               |       | <b>TOTAL</b> | <b>550.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

**Flaunt Your Curves Boutique LLC**  
*"If You Got It, Flaunt It!"*

**Vendor 7000315487**

2150 Northwoods Blvd STE K812  
North Charleston SC 29406  
Phone: (843) 297-8287

**INVOICE #021**

**PO# 4600934988**

**DATE: 10/16/2023 - 10/22/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562

[AccountsPayable@DJJ.SC.GOV](mailto:AccountsPayable@DJJ.SC.GOV)

**Coastal Evaluation Center**  
**331 Campbell Thickett Road**  
**Ridgeville, South Carolina 29472**

| DESCRIPTION                   | UNITS | RATE   | AMOUNT        |
|-------------------------------|-------|--------|---------------|
| 00001 Shampoo                 | 4     | 10.00  | 40.00         |
| 00002 Basic Haircut and Style | 0     | 48.00  | 0             |
| 00003 Condition               | 4     | 10.00  | 40.00         |
| 00004 Natural Hair Braid      | 0     | 45.00  | 0             |
| 00005 Twist                   | 1     | 45.00  | 45.00         |
| 00006 Roller Set              | 0     | 40.00  | 0             |
| 00007 Maintain Locs           | 0     | 48.00  | 0             |
| 00008 Blow Dry                | 4     | 15.00  | 60.00         |
| 00009 Flat Iron               | 2     | 45.00  | 90.00         |
| 00010 Cut                     | 4     | 25.00  | 100.00        |
| 00011 Trim                    | 0     | 103.00 | 0             |
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| <b>TOTAL</b>                  |       |        | <b>375.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

**Flaunt Your Curves Boutique LLC**

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812  
North Charleston SC 29406  
Phone: (843) 297-8287

**INVOICE #022**

**PO# 4600934988**

**DATE: 10/23/2023 - 10/29/2023**

**TO:**

SCDJJ Finance Department  
Attn: Accounts Payable Department  
220 Executive Center Drive  
Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
DJJ Contract # 4400030955  
Reference Bid # 5400024562  
[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)  
Coastal Evaluation Center  
331 Campbell Thickett Road  
Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT        |
|-------------------------------|-------|--------------|---------------|
| 00001 Shampoo                 | 5     | 10.00        | 50.00         |
| 00002 Basic Haircut and Style | 0     | 48.00        | 0             |
| 00003 Condition               | 5     | 10.00        | 50.00         |
| 00004 Natural Hair Braid      | 0     | 45.00        | 0             |
| 00005 Twist                   | 0     | 45.00        | 0             |
| 00006 Roller Set              | 1     | 40.00        | 40.00         |
| 00007 Maintain Locs           | 1     | 48.00        | 48.00         |
| 00008 Blow Dry                | 5     | 15.00        | 75.00         |
| 00009 Flat Iron               | 2     | 45.00        | 90.00         |
| 00010 Cut                     | 3     | 25.00        | 75.00         |
| 00011 Trim                    | 0     | 103.00       | 0             |
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|                               |       | <b>TOTAL</b> | <b>428.00</b> |

**THANK YOU FOR YOUR BUSINESS!**



**Flaunt Your Curves Boutique LLC**

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812  
 North Charleston SC 29406  
 Phone: (843) 297-8287

**INVOICE #023**

**PO# 4600934988**

**DATE: 10/30/2023 - 10/31/2023**

**TO:**

SCDJJ Finance Department  
 Attn: Accounts Payable Department  
 220 Executive Center Drive  
 Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
 DJJ Contract # 4400030955  
 Reference Bid # 5400024562  
[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)  
 Coastal Evaluation Center  
 331 Campbell Thickett Road  
 Ridgeville, South Carolina 29472

| <b>DESCRIPTION</b>            | <b>UNITS</b> | <b>RATE</b>  | <b>AMOUNT</b> |
|-------------------------------|--------------|--------------|---------------|
| 00001 Shampoo                 | 5            | 10.00        | 50.00         |
| 00002 Basic Haircut and Style | 0            | 48.00        | 0             |
| 00003 Condition               | 5            | 10.00        | 50.00         |
| 00004 Natural Hair Braid      | 0            | 45.00        | 0             |
| 00005 Twist                   | 0            | 45.00        | 0             |
| 00006 Roller Set              | 0            | 40.00        | 0             |
| 00007 Maintain Locs           | 1            | 48.00        | 48.00         |
| 00008 Blow Dry                | 4            | 15.00        | 60.00         |
| 00009 Flat Iron               | 1            | 45.00        | 45.00         |
| 00010 Cut                     | 1            | 25.00        | 25.00         |
| 00011 Trim                    | 0            | 103.00       | 0             |
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|                               |              | <b>TOTAL</b> | <b>278.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

# Flaunt Your Curves Boutique LLC

"If You Got It, Flaunt It!"

**Vendor 7000315487**

2150 Northwoods Blvd STE K812

North Charleston SC 29406

Phone: (843) 297-8287

# INVOICE #024

**PO# 4600934988**

**DATE: 11/01/2023 - 11/30/2023**

**TO:**

SCDJJ Finance Department  
 Attn: Accounts Payable Department  
 220 Executive Center Drive  
 Columbia SC 29210-8422

**FOR:**

Blanket PO Cosmetologist Services  
 DJJ Contract # 4400030955  
 Reference Bid # 5400024562  
[Accountspayable@DJJ.SC.GOV](mailto:Accountspayable@DJJ.SC.GOV)  
 Coastal Evaluation Center  
 331 Campbell Thickett Road  
 Ridgeville, South Carolina 29472

| DESCRIPTION                   | UNITS | RATE         | AMOUNT        |
|-------------------------------|-------|--------------|---------------|
| 00001 Shampoo                 | 4     | 10.00        | 40.00         |
| 00002 Basic Haircut and Style | 0     | 48.00        | 0             |
| 00003 Condition               | 4     | 10.00        | 40.00         |
| 00004 Natural Hair Braid      | 0     | 45.00        | 0             |
| 00005 Twist                   | 0     | 45.00        | 0             |
| 00006 Roller Set              | 0     | 40.00        | 0             |
| 00007 Maintain Locs           | 0     | 48.00        | 0             |
| 00008 Blow Dry                | 4     | 15.00        | 60.00         |
| 00009 Flat Iron               | 2     | 45.00        | 90.00         |
| 00010 Cut                     | 0     | 25.00        | 0             |
| 00011 Trim                    | 0     | 103.00       | 0             |
|                               |       |              |               |
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|                               |       | <b>TOTAL</b> | <b>230.00</b> |

**THANK YOU FOR YOUR BUSINESS!**

# Exhibit H

**Jessica M. Goff**

---

**From:** Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>  
**Sent:** Friday, February 24, 2023 9:50 AM  
**To:** Jessica M. Goff  
**Subject:** Re: Question

\*\*\* This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. \*\*\*

Yes

On Fri, Feb 24, 2023 at 8:49 AM Jessica M. Goff <[JessicaMGoff@djj.sc.gov](mailto:JessicaMGoff@djj.sc.gov)> wrote:

Ok to be clear a trim is 103.00 ?



**Thank you,**

**Jessica M Goff**

Procurement Manager  
Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221  
p 803.896-4699 m 803-608-1810

e [Jessicamgoff@djj.sc.gov](mailto:Jessicamgoff@djj.sc.gov)

[Facebook](#) | [YouTube](#) | [Twitter](#)

*Inspiring Change, Transforming Lives*

---

**From:** Flaunt Your Curves Boutique <[flauntyourcurvesboutique@gmail.com](mailto:flauntyourcurvesboutique@gmail.com)>  
**Sent:** Friday, February 24, 2023 6:53 AM  
**To:** Jessica M. Goff <[JessicaMGoff@djj.sc.gov](mailto:JessicaMGoff@djj.sc.gov)>  
**Subject:** Question

\*\*\* This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. \*\*\*

Good morning Jessica,

How are you? I wanted to request clarity on item #11 of the services we are to provide.

With sincere gratitude,

Anika Oliver

### That was broken down into item 1 -11"

| Item | Description             | Unit Price | Amount | Total Price  |
|------|-------------------------|------------|--------|--------------|
| 1    | Shampoo                 | \$ 10.00   | 720    | \$ 7,200.00  |
| 2    | Basic Haircut and Style | \$ 48.00   | 720    | \$ 34,560.00 |
| 3    | Condition               | \$ 10.00   | 720    | \$ 7,200.00  |
| 4    | Natural Hair Braid      | \$ 45.00   | 720    | \$ 32,400.00 |
| 5    | Twist                   | \$ 45.00   | 720    | \$ 32,400.00 |
| 6    | Roller Set              | \$ 40.00   | 720    | \$ 28,800.00 |
| 7    | Maintain Locks          | \$ 48.00   | 720    | \$ 34,560.00 |
| 8    | Blow Dry                | \$ 15.00   | 720    | \$ 10,800.00 |
| 9    | Flat Iron               | \$ 45.00   | 720    | \$ 32,400.00 |
| 10   | Cut                     | \$ 25.00   | 720    | \$ 18,000.00 |
| 11   | Trim                    | \$ 103.00  | 720    | \$ 74,160.00 |

**\*\*\*Note that item number 11, in order for the Total Price \$103 vice \$ 10 as shown in the contract.**

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## **Barber Services**

- 1)Basic Haircut- \$15
- 2) Shaving, trimming, shaping beards and mustaches-\$7

## **Beautician Services**

- 1)Basic Haircut and Style-\$48
- 2)shampoo-\$10
- 3)condition-\$10
- 4)natural hair braid-\$45
- 5)twist-\$45
- 6)roller set-\$40
- 7)maintain locks- \$48
- 8)blow dry-\$15
- 9)flat iron-\$45
- 10)cut-\$25
- 11)trim-\$10

DJJ Administration



**Purchasing Office**  
 SCDJJ Procurement  
 Winthrop Building  
 220 Executive Center Drive  
 Columbia SC 29210-8420

**Invoice To:**  
 SCDJJ Finance Department  
 Attn: Accounts Payable Department  
 220 Executive Center Drive  
 Columbia SC 29210-8422  
 Email: Accountspayable@DJJ.SC.GOV

|                                                                                                                                                                                              |                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purchase Order:</b> 4600934988<br><b>Date Issued:</b> 03/01/2023<br><b>Validity - From:</b> 02/21/2023 <b>TO:</b> 02/20/2024<br>PO Number must appear on all Invoices and Delivery Slips. | <b>Payment Terms:</b><br><b>within 30 Days 0.000 Percent Discount.</b>                                                             |
| <b>Vendor:</b> 7000315487<br>FLAUNT YOUR CURVES BOUTIQUE LLC<br>2150 NORTHWOODS BLVD STE K812<br>NORTH CHARLESTON SC 29406<br>USA                                                            | <b>Deliver To:</b><br>The State of South Carolina<br>DJJ - Education/Registrar<br>1731 Shivers Rd<br>COLUMBIA SC 29210-5413<br>USA |

**INSTRUCTIONS TO VENDOR**

DJJ Contract # 4400030955  
 Reference Bid # 5400024562  
 Blanket PO Cosmetologist Services  
 Service Dates : 02/21/2023-02/20/2024  
 Authorized User : Felicia Berry  
 Based on 720

| Item No          | QTY       | Order UOM | Description                                                                                                                  | Unit Price | Amount           |
|------------------|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------|------------|------------------|
| 001              | 7,200.00  | EA        | Shampoo<br>Delivery Date:03/17/2023<br>Shampoo<br>Estimated 720 at 10.00 = 7200                                              | 1.0000     | 7,200.00         |
| <b>Subtotal:</b> |           |           |                                                                                                                              |            | <b>7,200.00</b>  |
| 002              | 34,560.00 | EA        | Basic Haircut and Style<br>Delivery Date:03/17/2023<br>Basic Haircut and Style<br>Estimated 720 at 48.00 Each =<br>34,560.00 | 1.0000     | 34,560.00        |
| <b>Subtotal:</b> |           |           |                                                                                                                              |            | <b>34,560.00</b> |
| 003              | 32,400.00 | EA        | Natural Hair Braid<br>Delivery Date:03/17/2023<br>Natural Hair Braid<br>Estimated 720 at 45.00 = 32,400.00                   | 1.0000     | 32,400.00        |
| <b>Subtotal:</b> |           |           |                                                                                                                              |            | <b>32,400.00</b> |
| 004              | 7,200.00  | EA        | Condition<br>Delivery Date:03/17/2023<br>Condition<br>Estimated 720 at 10.00 = 7200                                          | 1.0000     | 7,200.00         |
| <b>Subtotal:</b> |           |           |                                                                                                                              |            | <b>7,200.00</b>  |

|                     |           |    |                                                                                                    |        |                       |
|---------------------|-----------|----|----------------------------------------------------------------------------------------------------|--------|-----------------------|
| 005                 | 32,400.00 | EA | Twist<br>Delivery Date:03/17/2023<br>Twist<br>Estimated 720 at 45.00 = 32,400.00                   | 1.0000 | 32,400.00             |
| <b>Subtotal:</b>    |           |    |                                                                                                    |        | <b>32,400.00</b>      |
| 006                 | 28,800.00 | EA | Roller Set<br>Delivery Date:03/17/2023<br>Roller Set<br>Estimated 720 at 40.00 = 28,800.00         | 1.0000 | 28,800.00             |
| <b>Subtotal:</b>    |           |    |                                                                                                    |        | <b>28,800.00</b>      |
| 007                 | 34,560.00 | EA | Maintain Locks<br>Delivery Date:03/17/2023<br>Maintain Locks<br>Estimated 720 at 48.00 = 34,560.00 | 1.0000 | 34,560.00             |
| <b>Subtotal:</b>    |           |    |                                                                                                    |        | <b>34,560.00</b>      |
| 008                 | 10,800.00 | EA | Blow Dry<br>Delivery Date:03/17/2023<br>Blow Dry<br>Estimated 720 at 15.00 = 10,800.00             | 1.0000 | 10,800.00             |
| <b>Subtotal:</b>    |           |    |                                                                                                    |        | <b>10,800.00</b>      |
| 009                 | 32,400.00 | EA | Flat Iron<br>Delivery Date:03/17/2023<br>Flat Iron<br>720 Estimated at 45.00 = 32,400.00           | 1.0000 | 32,400.00             |
| <b>Subtotal:</b>    |           |    |                                                                                                    |        | <b>32,400.00</b>      |
| 010                 | 18,000.00 | EA | Cut<br>Delivery Date:03/17/2023                                                                    | 1.0000 | 18,000.00             |
| <b>Subtotal:</b>    |           |    |                                                                                                    |        | <b>18,000.00</b>      |
| 011                 | 74,160.00 | EA | Trim<br>Delivery Date:03/17/2023<br>Trim<br>Estimated 720 at 103.00 = 74,160.00                    | 1.0000 | 74,160.00             |
| <b>Subtotal:</b>    |           |    |                                                                                                    |        | <b>74,160.00</b>      |
| <b>Total Value:</b> |           |    |                                                                                                    |        | <b>312,480.00 USD</b> |

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Authorized Signature

**If received electronically, printed name represents authorized signature for this document****All Sales to the State of South Carolina (SC) are subject to the SC sales and use tax laws, unless such sales are otherwise exempt. The Contractor/Vendor will collect such tax as required.**