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CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE
GRANT GILLESPIE
EXECUTIVE DIRECTOR

Protest Decision

Matter of: JWE, Inc.
File No.: 2025-133
Posting Date: April 29, 2025
Contracting Entity: The Citadel
Solicitation No.: RFP #25015-JF
Description: Cadet Junior Blazer Ensembles

DIGEST

The Chief Procurement Officer (CPO) grants protest of JWE, Inc. (JWE). JWE's protest is attached as Exhibit A.

AUTHORITY

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

BACKGROUND

On February 20, 2025, The Citadel issued this solicitation seeking competitive sealed proposals for Cadet Junior Blazer Ensembles. [Exhibit B] The solicitation required offerors to submit pricing in the following format:

VIII. BIDDING SCHEDULE/COST PROPOSAL

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate seal document: [08-8015-1]

Item #	Description	Estimated Annual Qty. *	Unit Price	Year 1	Year 2	Unit Price	Year 3	Unit Price	Year 4	Unit Price	Year 5	Unit Price	Year 6	Unit Price	Year 7	7 year Line Item total
1	Blazer Coat Male	520														
2	Trouser Male	520														
3	Blazer Coat Female	90														
4	Slacks Female	90														
5	Skirt Female	90														
Annual totals:																
Pricing shall cover all costs associated with the services provided by the Vendor and shall include shipping/freight fees.																
Total Potential Value for All Seven (7) Years:																

On March 18, 2025, The Citadel issued Addendum #1 answering vendor questions. [Exhibit C] By the deadline for receipt of proposals, The Citadel received three proposals, one from JWE, one from Hanover Uniform Company (Hanover), and one from DeMoulin Bros. and Co. (DeMoulin). [Exhibit D] Rather than submitting its pricing in the requested format, JWE submitted only unit prices for each year. [Exhibit E, pdf p. 4] On April 9, 2025, The Citadel emailed JWE requesting pricing using the schedule in the solicitation. [Exhibit F] JWE replied the same day providing pricing in the requested format. [Exhibit G]

During evaluation, however, The Citadel failed to notice that, while the unit prices in this new document were identical to those previously submitted, the extended amounts for line items 3 and 4 were patently erroneous. They were in fact copies of the extended amounts for line items 1 and 2. The Citadel used the seven-year extended total from this document of \$2,278,057.60 to evaluate JWE's pricing vis-à-vis the other two offerors. [Exhibit H] This gave JWE a price score of 17 as compared to a score of 50 for Hanover and 38 for DeMoulin. As a result, The Citadel evaluated JWE's proposal as the lowest-ranked proposal. [Exhibit I]

On April 17, 2025, The Citadel posted a notice of intent to award a contract to Hanover. [Exhibit J] On April 23, 2025, JWE protested.

DISCUSSION

JWE protests that The Citadel should have corrected its mathematical error in extending unit prices and, had it done so, JWE would be the highest ranked offeror. JWE attached a mathematically correct spreadsheet showing its intended extended prices with a seven-year extended total of \$1,387,877. In support of its argument, JWE points to the Unit Price Governs Clause in the solicitation, which states:

In determining award, unit prices will govern over extended prices unless otherwise stated.

[Exhibit B, p. 21]

There is no other provision in the solicitation changing this requirement placed on The Citadel.

An evaluation using JWE's unit prices multiplied against number of units provided by the Citadel shows that in fact the correct extended seven-year total for JWE's offer is \$1,387,877. [Exhibit K] Using this amount in the analysis, JWE's price score would have been 49 rather than 17:

	Hanover		DeMoulin		JWE
Price	\$ 1,380,400.00		\$ 1,713,166.50		\$ 1,387,877.00
Price Score	50		37.94673645		49.7291727

Using this revised price score, JWE would have been the highest ranked offeror by one point:

Amy Orr	DeMoulin	Hanover	JWE
Ability to fulfill contract	50	50	50
Uniform sample wear and tear	50	50	50
Uniform sample quality	48	48	50
Approach and methodology	40	50	50
Price	38	50	49
Qualifications and experience	50	50	50
Total	276	298	299

Sgt, Major Yagle	DeMoulin	Hanover	JWE
Ability to fulfill contract	50	50	50
Uniform sample wear and tear	50	50	50
Uniform sample quality	40	48	50
Approach and methodology	45	50	47
Price	38	50	49
Qualifications and experience	50	50	50
Total	273	298	296

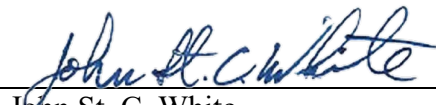
Jeremy Mackey	DeMoulin	Hanover	JWE
Ability to fulfill contract	50	50	50
Uniform sample wear and tear	50	50	50
Uniform sample quality	45	45	50
Approach and methodology	45	50	50
Price	38	50	49
Qualifications and experience	50	50	50
Total	278	295	299

Total Average Score	275.6666667	297	298
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Based the solicitation's requirement that unit prices would govern over extended prices for purposes of evaluation, The Citadel erroneously evaluated JWE's proposal.

DECISION

For the reasons stated above, the CPO grants JWE's protest and remands this matter back to The Citadel to proceed in accordance with the Procurement Code.



John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2024)

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

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

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

FILING FEE: Pursuant to Proviso 111.1 of the 2024 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

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

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

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

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

Exhibit A

From: [Bryan Jinnett](#)
To: [Protest-MMO](#)
Cc: [Jeffrey A Molloy](#); [Wendy](#); [Jessica Favor](#)
Subject: [External] Notice of Intent to Protest – RFP #25015-JF Award Decision
Date: Wednesday, April 23, 2025 8:06:23 PM
Attachments: [RFP-25015-JF_CadetBlazer_schedule_proposal_pg31.004232025.pdf](#)
[RFP25015-JF_business_proposal_Final.pdf](#)

Dear Chief Procurement Officer,

I am writing on behalf of **JWE, Inc.** to submit our formal **Notice of Intent to Protest** the award decision for **RFP #25015-JF – Cadet Junior Blazer Ensembles** issued by The Citadel.

This protest is being submitted on the basis of a **clerical error in our proposal's total value calculation**. While our **unit pricing was accurate and fully compliant with the RFP specifications**, a calculation mistake resulted in the total contract value being overstated.

Upon discovery and correction of this clerical error, the accurate total value of our proposal is \$1,387,877.00. According to the RFP's **"UNIT PRICE GOVERNS (JAN 2006)"** clause, award evaluation should be based on unit pricing unless otherwise stated. We believe this error was non-material and did not impact the substance or competitiveness of our offer.

For reference, I have attached the **entire original business proposal as submitted**, along with a **recalculated version of page 31** reflecting the corrected totals.

We appreciate your time and consideration, and respectfully ask that this matter be reviewed under the applicable protest procedures outlined in the South Carolina Consolidated Procurement Code.

Please confirm receipt of this notice and advise on the next steps to proceed with the formal protest submission.

Bryan Jinnett
Executive Director, Business Development
"THINKING BEYOND UNIFORMITY®"
C: 512.970.7899
E: bjinnett@jweinc.net
W: www.jweinc.net

VIII. BIDDING SCHEDULE/COST PROPOSAL

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate seal document: [08-8015-1]

Item #	Description	Estimated Annual Qty. *	Unit Price	Year 1	Year 2	Unit Price	Year 3	Unit Price	Year 4	Unit Price	Year 5	Unit Price	Year 6	Unit Price	Year 7	7 year Line Item total
1	Blazer Coat Male	520	\$210.00	109200	109200	\$210.00	109200	\$216.30	112476	\$216.30	112476	\$222.79	115850.8	\$222.79	115850.8	\$784253.60
2	Trouser Male	520	\$95.00	49400	49400	\$95.00	49400	\$97.85	50882	\$97.85	50882	\$100.78	52405.6	\$100.78	52405.6	\$354775.20
3	Blazer Coat Female	90	\$210.00	18900	18900	\$210.00	18900	\$216.30	19467	\$216.30	19467	\$222.79	20051.1	\$222.79	20051.1	\$135736.20
4	Slacks Female	90	\$95.00	8550	8550	\$95.00	8550	\$97.85	8806.5	\$97.85	8806.5	\$100.78	9070.2	\$100.78	9070.2	\$61403.40
5	Skirt Female	90	\$80.00	\$7200.00	7200	\$80.00	7200	\$82.40	7416	\$82.40	7416	\$84.87	7638.3	\$84.87	7638.3	\$51708.60
Annual totals:				193250	193250		193250		199047.5		199047.5		205016		205016	\$1,387,877.00
Pricing shall cover all costs associated with the services provided by the Vendor and shall include shipping/freight fees. Total Potential Value for All Seven (7) Years:																

RFP No. 25015-JF
Cadet Junior Blazer Ensembles

Submitted By:

JWE

180 Maiden Ln. FL6

New York, NY 10038

212.213.8288 | bjinnett@jweinc.net

Date: 03/24/2025

1. Introduction

JWE is pleased to submit this Business (Cost) Proposal in response to RFP 25015-JF for Cadet Junior Blazer Ensembles. We understand that the pricing schedule must account for the initial two-year term and all potential option periods.

2. Pricing Table

JWE is pleased to submit this Business (Cost) Proposal in response to RFP 25015-JF for Cadet Junior Blazer Ensembles. This proposal provides baseline pricing for Years 1–3, followed by two modest price increases in Years 4–5 and 6–7, respectively, to account for modest inflation rates.

All listed prices include fabric, labor, packaging, hangers, labeling, freight, and delivery to The Citadel.

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Male Blazer	\$210.00	\$210.00	\$210.00	\$216.30	\$216.30	\$222.79	\$222.79
Male Slacks	\$95.00	\$95.00	\$95.00	\$97.85	\$97.85	\$100.78	\$100.78
Female Blazer	\$210.00	\$210.00	\$210.00	\$216.30	\$216.30	\$222.79	\$222.79
Female Slacks	\$95.00	\$95.00	\$95.00	\$97.85	\$97.85	\$100.78	\$100.78
Female Skirt	\$80.00	\$80.00	\$80.00	\$82.40	\$82.40	\$84.87	\$84.87

Note:

- Year 7 is the optional ten-month term.
- No additional costs or surcharges are proposed.
- Special (Custom) Orders, if any, will be billed at a 25% surcharge per unit price.

3. Pricing Assumptions and Clarifications

1. **Inclusive Pricing:** All listed prices include fabric, labor, packaging, hangers, labeling, freight, and delivery to The Citadel.
2. **Taxes:** Prices exclude any sales or use taxes that might be levied on The Citadel.
3. **Price Changes:**
 - Years 1–3: Firm, no increase
 - Years 4–5: 3% above base prices
 - Years 6–7: An additional 3% above the Year 4–5 level.
 - Please note that if the Consumer Price Index (CPI) or Bloomberg Cost of Apparel Index reflects an increase greater than 3% in years four or six, we reserve the right to adjust pricing accordingly to match the rate of inflation.
4. **Validity:** This pricing remains valid for **ninety (90) calendar days** from the proposal due date.

4. Signature and Certification

By signing below, I certify that the above pricing is submitted on behalf of JWE in accordance with all requirements, terms, and conditions of RFP 25015-JF.

Bryan Jinnett


Executive Director, Business Development

512.970.7899 bjinnett@jweinc.net

Signature: _____

Printed Name/Title: _____

Date: _____

 <h2 style="margin: 0;">THE CITADEL</h2>	Solicitation Type Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	Request for Proposal RFP 25015-JF February 20, 2025 Jessica Favor, NIGP-CPP, CPPO, CPPB 843-953-2737 procurement@citadel.edu jfavor@citadel.edu
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DESCRIPTION: Cadet Junior Blazer Ensembles

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

SUBMIT YOUR SEALED OFFER TO THE BELOW ADDRESS

MAILING ADDRESS: The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston, SC 29409	PHYSICAL ADDRESS: The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston SC 29409
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SUBMIT OFFER by: **Wednesday, April 2, 2025 at 11:00 AM** (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original paper copy and One (1) electronic on a thumb drive of both original and redacted copy.** Initial here if NO redacted copy is necessary

QUESTIONS MUST BE RECEIVED BY: **Monday, March 17, 2025 at 11:00 AM** (See "Questions from Offerors" provision)

All questions shall be submitted in writing to the email address of the Procurement Officer listed above by the date and time specified and the subject line of the email shall read, **"RFP 25015-JF Questions"**

CONFERENCE TYPE: Non-mandatory Pre-Proposal DATE & TIME: Tuesday, March 11, 2025 @ 10 AM EST	LOCATION: Microsoft Teams, or if attending in person: Room 217 Bond Hall, 3 Lee Avenue, Charleston, SC 29409 Contact the Procurement Officer, by Monday, March 10, 2025, no later than 10:00 AM, ET for conference call phone number and access code, via emails noted at top of page. The access code will not be provided to vendors who submit a request via email after March 10, 2025, at 10:00 AM, ET.
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AWARD & AMENDMENTS	Award is expected to be posted by Thursday, April 17, 2025 . The award, this solicitation, any amendments and any related notices will be posted at the following web address: https://www.citadel.edu/procurement/vendors-and-suppliers/solicitations/ and https://www.citadel.edu/procurement/vendors-and-suppliers/awards/
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You **MUST** submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provisions.)

NAME OF OFFEROR (Full legal name of business submitting the offer)	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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED
PRINTED NAME & TITLE (Name and Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

TAXPAYER IDENTIFICATION NO.	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation)</small>
OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small>	
<div style="display: flex; justify-content: space-between;"> <div>___ Sole Proprietorship</div> <div>___ Partnership</div> <div>___ Other _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>___ Corporate entity (not tax-exempt)</div> <div>___ Corporation (tax-exempt)</div> <div>___ Government entity (federal, state, or local)</div> </div>	

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between; font-size: small;"> Area Code - Number - Extension Facsimile </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="font-size: small;">E-mail Address</div>

PAYMENT ADDRESS (Address to which payments will be sent.) <small>(See "Payment" clause)</small>	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="font-size: small;"> ___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address (check only one) </div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="font-size: small;"> ___ Order Address same as Home Office Address ___ Order Address same as Notice Address (check only one) </div>

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amend ment No.	Amend ment Issue Date	Amen dment No.	Amend ment Issue Date	Amen dment No.	Amend ment Issue Date	Amen dment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT <small>(See "Discount for Prompt Payment" clause)</small>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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<p style="font-size: small;">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. 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)]</p>
<p style="color: red; font-weight: bold; font-size: small;">PREFERENCES – DO NOT APPLY PER SC CONSOLIDATED PROCUEMENT CODE [11-35-1524(E)(5)]</p>

Solicitation Outline

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

I. SCOPE OF SOLICITATION

The Citadel seeks a vendor to supply the college with cadet junior blazer ensemble items with the specifications mentioned in Section III, Scope of Work.

ACQUIRE SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed. [01-1015-1]

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): Start date: 05/1/2025 End date: 02/28/2032 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]

This is an initial two (2) year term contract, with four (4) one (1) year, and one (1) ten (10) month option to renew. The maximum potential contract life is six (6) years and 10 (ten) months.

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MAY 2024)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY 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(5)]

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 Contract," either optional or mandatory, 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 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. [02-2A003-4]

AMENDMENTS TO SOLICITATION (MODIFIED): (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:

<https://www.citadel.edu/procurement/vendors-and-suppliers/solicitations>

(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT (FEB 2015): All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (MAR 2024): 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. [02-2A010-3]

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 & 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 (MAR 2024): 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. [02-2A032-2]

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), Offeror 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 nonresponsive.
- (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 (JUL 2023)

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, to the best of your knowledge and belief:

- (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and
- (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE 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]

MULTIPLE OFFERS (MAR 2024): 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 or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

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]

PRICING (MAR 2024): (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

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 (MAR 2024): (a) 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 the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to our FOIA Coordinator, Tara Simmons, at tsimmons@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

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 (MAR 2024): (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the State, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

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 (Modified): 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.

DISCLOSURE OF YOUR BID / PROPOSAL & 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 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)

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. (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. Send offer or modification by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, **will not be considered/accepted**.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024): 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. [02-2A135-2]

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]

B. SPECIAL INSTRUCTIONS

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006):

Pre-Bid/Proposal Conference Date and Time: **Tuesday, March 11, 2025 @ 10 AM EST**

Location of Pre-Bid/Proposal Conference: **Microsoft Teams, or if attending in person: Room 217 Bond Hall, 3 Lee Avenue, Charleston, SC 29409**

Contact the Procurement Officer via Email, by Monday, March 10, 2025, no later than 10:00 AM, ET for conference call phone number and access code, via emails noted at top of page. The access code will not be provided to vendors who submit a request via email after March 10, 2025, at 10:00 AM, ET.

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

CONTENTS OF OFFER (RFP) (MODIFIED): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. **Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.**

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MODIFIED): In addition to your original offer, you must submit an electronic copy of your offer on USB drive. **Electronic copies CANNOT and WILL NOT be accepted via email.** Submit the number of copies indicated on the cover page. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

MAIL PICKUP (MODIFIED): The Procurement Office receives mail from the on-campus US Postal Service location on a daily basis excluding weekends and holidays, and there is no guarantee your offer reaches the Procurement Services Department by the submission deadline if sent via the USPS. See provision entitled Deadline for Submission of Offer.

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015): In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (MAR 2024): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

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

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B122-2]

SAMPLES (JAN 2006): Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. You must send your sample to the Procurement Officer under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Officer must receive your samples prior to opening date.

Send Sample To: RFP 25015-JF, 3 Lee Avenue, Charleston, SC 292409

Mark to attention of buyer listed on cover page. [02-2B130-1]

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

INTRODUCTION

The Citadel, The Military College of South Carolina, was founded in 1842 and currently has approximately 2,250 cadets in the Corps of Cadets. Cadets live within a military framework; they wear the cadet uniform, live in a barracks, and regularly take part in parades and drills. The Citadel is soliciting proposals for the upper-class blazer ensemble, to include the blazer, slacks, and skirt, to match existing uniform items according to the specifications contained herein.

1. GENERAL REQUIREMENTS

A. THREAD

Invisible thread shall not be used on any garment for any purpose.

B. TAGS

Tag content and ink color in all garments shall be approved by The Citadel. Ink shall be **indelible**.

C. STOCK KEEPING UNIT (SKU)

Each uniform item shall have a unique retailer code or Stock Keeping Unit (SKU), to be used for inventory and sales tracking. Each size of a uniform item shall have a unique SKU. All garments shall be tagged or labeled with a scannable SKU. When a cadet is issued a uniform item, the SKU will be scanned, and The Citadel's point-of-sale system will automatically remove the item from the inventory.

D. PACKAGING AND SHIPPING

Each garment shall be thoroughly inspected prior to shipment and there shall be no imperfections. Garments shall be shipped complete with hangers marked with the cadet's first initial, last name, and garment size. The garments must be delivered ready to wear without requiring cleaning or pressing.

1. All **coats** shall be hung and packaged in boxes (with appropriate hangers) in sequential order by gender and size.
2. All **slacks** shall be folded and packaged in boxes in sequential order by gender, waist size and length.
3. All **skirts** shall be folded and packaged in boxes in sequential order by size.
4. All boxes shall be labeled with uniform items and quantity by size.

E. EXCHANGE/WARRANTY EXPECTATIONS

The Contractor shall propose an exchange/warranty program in the event of any defect in material or workmanship. The Contractor shall warrant against labor, material, and shipping costs in the event of a material defect or defect in workmanship.

F. SUPPLY OF FABRIC AND MATERIALS

The Contractor shall maintain an on-hand supply of fabric and materials necessary to produce and deliver uniform items per the delivery dates listed herein. Due to supply chain issues, this may require the Contractor to order fabric and materials prior to the date by which The Citadel will place its uniform orders. The Contractor shall maintain sufficient supplies to produce and deliver special make orders for quick delivery, within four (4) weeks, per the delivery schedule herein. **It is imperative that the continuing supply of uniform items be delivered on time and be equal or superior in quality to those used heretofore at The Citadel.**

2. UNIFORM ORDER AND DELIVERY SCHEDULE

1. In March, the current sophomore class of cadets is measured for blazer ensemble uniform items at the Tailor Shop to determine sizes of uniform items to be issued to each cadet.
2. The Citadel will place an order for blazer ensemble uniform items or before April 15th each year except the first year. Orders will be based on the measurements taken in March.
 - a. For the first year of the contract, The Citadel will place an order for blazer ensemble uniform items within fifteen (15) days of the contract start date.
3. The Contractor shall deliver all blazer ensemble items to The Citadel on or before December 15th each year.
4. The junior class of cadets will be issued their blazer ensemble uniform items on or after January 2nd each year.

5. Occasionally cadets' body sizes change after they are measured in March and before they are issued their blazer ensembles the following January. Special make orders will be placed for specific sizes and quantities of items needed for any cadets who require a different size.

- a. Special make orders must be delivered within four (4) weeks of the order date.



CONTRACT YEAR			INITIAL ORDER		SPECIAL MAKE	
	Start	End	Order Date	Delivery Date	Order Date	Delivery Date
Year1	5/1/2025	4/30/2026	5/15/2025	12/15/2025	1/15/2026	2/15/2026
Year2	5/1/2026	4/30/2027	4/15/2026	12/15/2026	1/15/2027	2/15/2027
Year3	5/1/2027	4/30/2028	4/15/2027	12/15/2027	1/15/2028	2/15/2028
Year4	5/1/2028	4/30/2029	4/15/2028	12/15/2028	1/15/2029	2/15/2029
Year5	5/1/2029	4/30/2030	4/15/2029	12/15/2029	1/15/2030	2/15/2030
Year6	5/1/2030	4/31/2031	4/15/2030	12/15/2030	1/15/2031	2/15/2031
*Year 7	5/1/2031	2/28/2032	4/15/2031	12/15/2031	1/15/2032	2/15/2032

*Last year will terminate earlier to have new award start on correct schedule.

3. UNIFORM SPECIFICATIONS

Uniform patterns are not available. The specifications contained in Appendix A generally describe The Citadel's existing uniform items. The Contractor will be required to replicate our existing uniform items. The fabric and pattern developed by The Contractor must match the fabric and patterns of existing uniform items. Any proposed variance in fabric/pattern/specifications must be approved in writing by AVP of Auxiliary Services (AVP) prior to production.

A. UNIFORM FABRIC AND PATTERN DEVELOPMENT

Upon awarding the contract, The Citadel will send sample uniform items to the awarded Contractor. The Contractor shall create fabric and patterns to replicate the current uniform items for approval by The Citadel. This process will involve sample production runs to ensure that the fabric and patterns developed by the Contractor meet The Citadel's standards. Any proposed variance in fabric/pattern/specifications must be approved in writing by AVP prior to production. Resulting patterns and size charts shall be documented and maintained by the Contractor and made available to The Citadel upon request.

B. FINAL PRODUCTION SAMPLES - Awardee

Quality and workmanship shall be defined by control samples of each item, made with the fabric and materials as approved by AVP submitted by the Contractor.

1. **CONTROL SAMPLES:** Two control samples for each uniform item, female and male, shall be approved by AVP prior to the commencement of production of said uniform item. After The AVP approves the sample, The Citadel will maintain one copy of the approved sample and the Contractor will maintain the other approved sample for reference. Any control sample not meeting specifications, or an appropriate level of workmanship, shall be returned to the Contractor for modifications. The Contractor shall resubmit the control sample within twenty-one (21) calendar days after receiving the returned uniform item. Any proposed variance in specifications must be approved in advance by The Citadel. Control samples must be made at the same location as the production location. If a change in production location occurs, a new control sample(s) shall be submitted to The Citadel for review and approval prior to commencement of production.
2. **SAMPLE LABELING:** Each control sample shall be identified with a permanent identification tag. This tag should include the garment type, garment size(s) and date of completion. For returned control sample, the date should reflect the modification date.
3. **SAMPLE SIZES:** Sample sizes for female blazers, trousers, and skirts shall be 8 regulars. Sample sizes for male blazers shall be 40 Regular. Sample sizes for male trousers shall be 32" waist x 30" inseam if finished. Sample sizes, both for female and male, will be a part of each annual order.

4. UNIFORM ORDER HISTORY

A three-year history of uniform orders is provided below. Quantities ordered vary based on class size and inventory on hand. Future orders are expected to be similar in quantity to the 2024-2025 order.

	20242025		20232024		20222023
	# Ordered		#Ordered		# Ordered
Male Blazer	520		600		500
Male Slacks	520		600		500
Female Blazer	90		300		100
Female Slacks	90		300		100
Female Skirt	90		300		0

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JAN 2006): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation: [04-4005-1]

TECHNICAL PROPOSAL.

For proposals to be considered, Offeror shall submit, as a minimum, the following information as a Technical Proposal. The Technical Proposal shall not include any price/cost information. (The price/cost information is to be submitted separately in the Business Proposal (see below).

The Technical Proposal should be presented in the following order:

Section 1: Cover Pages and Overview

A. Offerors must include versions of the Cover Page and Page 2 of this solicitation, which requires company information, applicable signatures, and acknowledgement of any amendments.

B. Executive Overview: Your offer should include a summary of the proposed solution that reflects your understanding of both the Citadel's needs and how your solution will satisfy those needs. Include enough detail to demonstrate your understanding of the current environment and scope of the project. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization (structure and relationships among personnel and subcontractors).

Section 2: Technical quality of proposal

a. Ability to Fulfill Contract Requirements

- i. Describe the Offeror's manufacturing plant(s) and capacity.
- ii. Describe the experience of Offeror's tailors and production staff.
- iii. Describe any instances where Offeror missed the delivery due dates of items required under other contracts. Explain the cause and what changes have been made to prevent future misses of delivery due dates.
- iv. Describe the Offeror's ability to obtain all fabric, materials, and supplies necessary to fulfill the requirements of this contract.
- v. Describe how Offeror will ensure the delivery of uniform items by the due dates required.
- vi. Confirm that Offeror is able to meet the delivery dates stated herein. State the minimum turnaround time for Offeror to deliver uniform items from the date a Purchase Order is issued.

b. Quality and Wear and Tear of Sample Uniform Items

- i. Provide two (2) sample garments for each of the uniform items, in the **same size and color**, based on the general specifications contained herein. Alternatively, samples of garments that are currently produced by the offeror that are similar to the uniform specifications of The Citadel may be submitted. For example, a Blazer produced for Virginia Military Institute that is similar to the specifications of The Citadel may be submitted. **Sample garments must be delivered to The Citadel with Offeror's proposal.** Each sample garment shall be marked with Offeror's name and the manufacturers' care recommendations. The samples will be evaluated for production quality and wear and tear. One sample will be used as a control sample and the other will be tested to determine the ability to withstand normal wear and tear and cleaning following manufacturer's laundering guidelines.

c. Approach and Methodology

- i. Describe the Offeror's production techniques, product quality and quality control.
- ii. Describe the Offeror's Exchange/Warranty program and processes for replacing defective items that have been issued to cadets and for replacing items that have not been issued.

d. Qualifications and Experience

- i. Describe your experience with contracts of similar scope and the variety of services provided.
- ii. Disclose the expertise of Offeror's staff and description of Offeror's training and development program to assure that all personnel assigned to perform under any resultant contract are capable and qualified in the work assigned to them.
- iii. Provide contact information for at least three existing customers to include a description of the items produced and order volume and frequency.
- iv. If Offeror contracts out any portion of work required under this contract, provide detailed information on those subcontractors as outlined in the preceding requirements (i-iii) of this section.

BUSINESS COST/PROPOSAL

Submit this information in a separate sealed envelope – do not include or mention cost in the Technical Proposal. See Section VIII. BIDDING SCHEDULE/COST PROPOSAL on page 31. Pricing shall cover all costs associated with the purchase of items provided by the Vendor and shall include shipping/freight fees.

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED): You shall submit a signed Cover Page and Page Two. **You must upload an image of a signed Cover Page and Page Two in your electronic copy.** 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 (separate from technical proposal in a sealed envelope); 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.

MINORITY PARTICIPATION (APR 2024):

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> [04-4015-4]

OFFSHORE CONTRACTING (JAN 2006): Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

- (a) What type of work is being contracted offshore? _____
- (b) What percentage (%) of the total work is being contracted offshore? _____
- (c) What percentage (%) of the total value of the contract is being contracted offshore? _____
- (d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contactor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award. [04-4020-1]

RECYCLED PRODUCT (JAN 2006): Offeror shall identify which product(s) is made out of or contains recycled materials. This information will be used for future research

☐ Yes ☐ No (Items: _____)

If the above applies to more than one item, please indicate above. [04-4025-1]

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

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, link to “Standard Clauses & Provisions.” [05-5005-2]

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 CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015): Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6060-1]

EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

Total maximum potential points: is 300 point for all of the factors indicated below in descending order of importance. The Citadel will review all responsive and responsible proposals and select the highest ranked offeror based on the following criteria:

Evaluation Criteria
1. Ability to Fulfill Contract Requirements
2. Uniform Sample Wear and Tear
3. Uniform Sample Quality
4. Approach and Methodology
5. Price
6. Qualifications and Experience

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

VII. TERMS AND CONDITIONS

A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

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

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024): Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (MAY 2024)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the State's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. 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 (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the State other than a purchase order, (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 by the solicitation, the terms and conditions of all such documents and any purchase orders 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 (MAY 2024): (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. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (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. [07-7A025-2]

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 (MAY 2024): (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) ten days after 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. [07-7A050-2]

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

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

- (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained

such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT & INTEREST (Modified): (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 will be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by either check or electronic funds transfer (EFT). (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.

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]

B. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (FEB 2015): (a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the State, and Contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate. (b) Contractor agrees to notify the State within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the State, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the State. (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information. [07-7B007-1]

CHANGES (JAN 2006):

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

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

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

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

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR'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 \$3,000,000 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 (JAN 2006): (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure. (b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated. (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. (e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest. (f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause. (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ILLEGAL IMMIGRATION (NOV 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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 Indemnatee, and whether or not such claims are made by a third party or an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee 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, "Indemnites" 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]

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed): (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (b) by unit prices specified in the Contract or subsequently agreed upon; (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon; (d) in such other manner as the parties may mutually agree; or, (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws. (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase. [07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY CPI “ALL ITEMS” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B170-1]

PRICING DATA – AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 11-35-1830, - 2210, & - 2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times

and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (MODIFIED): 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 two (2) years 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 (MODIFIED): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year for up to four (4) annual renewals, and one (1) ten (10) month renewal, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

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

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

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

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

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

- (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
- (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause. [07-7B265-1]

VIII. BIDDING SCHEDULE/COST PROPOSAL

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate seal document: [08-8015-1]

Item #	Description	Estimated Annual Qty. *	Unit Price	Year 1	Year 2	Unit Price	Year 3	Unit Price	Year 4	Unit Price	Year 5	Unit Price	Year 6	Unit Price	Year 7	7 year Line Item total
1	Blazer Coat Male	520														
2	Trouser Male	520														
3	Blazer Coat Female	90														
4	Slacks Female	90														
5	Skirt Female	90														
Annual totals:																
							Pricing shall cover all costs associated with the services provided by the Vendor and shall include shipping/freight fees.									
Total Potential Value for All Seven (7) Years:																

IX. ATTACHMENTS TO SOLICITATION

The following documents are attached to this solicitation:

APPENDIX A: DESCRIPTION AND PICTURES OF ENSEMBLE ITEMS

APPENDIX B: NONRESIDENT TAXPAYER REGISTRATION INFORMATION AND AFFIDAVIT INCOME TAX WITHHOLDING

APPENDIX C: OFFEROR'S CHECKLIST

APPENDIX D: GENERAL COUNSEL NOTICE

APPENDIX A

1. Blazer

a. Male Blazer

- Classic Blazer Style, Male Fit
- Navy Blue Color
- 55/45 Polyester/Wool weave 12-12 ½ oz.
- The coat shall have two Citadel buttons, Front #32L single breast, fully lined.
- Single center vent in back.
- Body of coat to be medium fit and fully lined.
- Sleeves to be open vent with three Citadel buttons, Sleeve #23/24L.
- Lapel shall be 3 ½" v notch.
- Bottom hem shall be sewn and not glued.
- The coat shall have a welt breast pocket with flaps, and two inside piped pockets.
- Vendor shall provide and affix embroidered Citadel patch (example in photos), sample to be provided to The Contractor upon award by The Citadel. The patch is 2 ½" wide x 3" high.
- Vendor shall provide and affix high quality brass Citadel buttons, which are currently manufactured by Waterbury.
- Vendor shall deliver products to The Citadel with first initial and last name of each cadet listed on each garment. The Citadel will provide a list of cadets and garment sizes.



b. Female Blazer

- Classic Blazer Style, Female Fit
- Navy Blue Color
- 55/45 Polyester/Wool weave 12-12 ½ oz.
- The coat shall have two Citadel buttons, Front #32L single breast, fully lined.
- Body of coat shall be ventless with side body panels and front darts, fully lined.
- Sleeves to be open vent with three Citadel buttons, Sleeve #23/24L.
- Lapel shall be 3 ½" v notch.
- Bottom hem shall be sewn and not glued.
- The coat shall have a welt breast pocket with flaps, front welt pocket type with flaps, and two inside piped pockets.
- Vendor shall provide and affix embroidered Citadel patch (example in photos), sample to be provided to The Contractor upon award by The Citadel. The patch is 2 ½" wide x 3" high.
- Vendor shall provide and affix high quality brass Citadel buttons, which are currently manufactured by Waterbury.
- Vendor shall deliver products to The Citadel with first initial and last name of each cadet listed on each garment. The Citadel will provide a list of cadets and garment sizes.



2. SLACKS

a. Male Slacks

- Windsor Flat Front Trouser Style, Male Fit
- Bankers Gray
- 55/45 polyester/worsted wool, 11-11 ½ oz.
- Slacks shall be standard cut with zippered fly, one-quarter (1/4) front pockets.
- The two back pockets shall be piped with button left side. A watch pocket is not required.
- Slacks shall have a plain front and a hemmed plain bottom. Hemmed bottom shall have a two and one-half inch (2 ½") turn under.



b. Female Slacks

- No Pleat Style Slacks, Female Fit.
- Bankers Gray
- 55/45 polyester/worsted wool, 11-11 ½ oz.
- Slacks shall be standard cut with opposite side front zipper fly, four (4) darts on front, four (4) darts on back, no pleats, no front pockets, one back pocket shall be piped.
- Slacks shall have an unfinished hem.



c. Skirt

- No pleat style straight line skirt with side slit.
- Bankers Gray
- 55/45 polyester/worsted wool, 11-11 ½ oz.
- Skirt shall have four (4) darts on front and four (4) darts on back. Skirt shall have one tissue below waistline on the side.



APPENDIX B

Instructions for Non-Resident Taxpayer Registration

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

SC FORM I-312

Access the form via the link below:

[NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT I-312](#)

Nonresidents Must Complete and Return Form with Offer

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue (SCDOR).

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the SCDOR.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 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.

APPENDIX C

OFFEROR'S CHECKLIST AVOID COMMON PROPOSAL MISTAKES

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

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT** MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! **DO NOT** INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, **not** against this checklist.
You do not need to return this checklist with your response.

APPENDIX D

General Counsel Notice

The Citadel will not, due to its status as an agency of the State of South Carolina:

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than South Carolina;
- d. Procure types or amounts of insurance beyond those The Citadel already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to The Citadel's policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to South Carolina's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract.



Exhibit C

THE CITADEL

Solicitation Number	RFP 25015-JF
Addendum #	1
Date Issued	03/18/2025
Procurement Officer	Jessica Favor, NIGP-CPP, CPPB, CPPO
Phone	843-953-2737
E-Mail Address	jfavor@citadel.edu procurement@citadel.edu

SOLICITATION TITLE: Cadet Junior Blazer Ensemble

TYPE OF ADDENDUM:

- ☐ Change or clarification to the Solicitation's specifications, requirements, or scope of work.
- ☒ Questions posed regarding the Solicitation and their respective answers by The Citadel.

Questions:

1. Would it be possible to get the award information for individual items pricing from the previous winning bid and contract? **Current pricing is listed below.**

Item	Cost/Unit
Blazer Coat, Male	\$ 210.00
Trouser Male	\$ 115.00
Blazer Coat, Female	\$ 205.00
Slacks Female	\$ 110.00
Skirt Female	\$ 106.00

2. For the requirement to label items with Names of Cadets in the uniform items; is a generic tag needed with the ability to write the name of the cadet and all pertinent information inside each garment or would the actual name of the cadet that the garment is being made for to be included inside the garment? **Please provide a generic tag inside each garment. When the garment is issued, The Citadel will write the cadet's name on the label.**
3. Is there also a requirement/need to individually bag and tag all items together for each cadet (to include their blazers and pants in the same package labeled for each cadet) or are items to be delivered organized by size giving Citadel the ability to swap garments around between cadets due to the anticipated size changes from order to delivery? **Yes, individually bag and tag all items together for each cadet (to include their blazers and pants/skirts in the same package labeled for each cadet).**

☐ Other Change: Describe

IMPORTANT NOTICE:

X Contractor is required to acknowledge receipt of this Addendum by signing below and returning a copy with its Offer.

Except as provided herein, all terms and conditions of the Solicitation referenced above remain unchanged and in full force and effect.

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE ON BEHALF OF OFFEROR

Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

Exhibit D



THE CITADEL


PROPOSALS RECEIVED

SOLICITATION #:RFP 25015-JF DATE: April 2, 2025 TIME: 11:00 am

The Offerors listed below have submitted a proposal by the deadline for the above numbered solicitation issued by The Citadel.

- 1.) DeMoulin
- 2.) JWE
- 3.) Hanover
- 4.) _____
- 5.) _____
- 6.) _____
- 7.) _____
- 8.) _____
- 9.) _____
- 10.) _____

Procurement Officer Name <i>Jeff Molloy</i>	Signature <i>[Signature]</i>
Witness Name <i>Griffith Ruff</i>	Signature <i>[Signature]</i>

 THE CITADEL	Solicitation Type Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	Request for Proposal RFP 25015-JF February 20, 2025 Jessica Favor, NIGP-CPP, CPPO, CPPB 843-953-2737 <u>procurement@citadel.edu</u> <u>jfavor@citadel.edu</u>
---	---	---

DESCRIPTION: Cadet Junior Blazer Ensembles

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

SUBMIT YOUR SEALED OFFER TO THE BELOW ADDRESS**MAILING ADDRESS:**

The Citadel
Procurement Services
3 Lee Avenue, Bond Hall
2nd Floor, Suite 244
Charleston, SC 29409

PHYSICAL ADDRESS:

The Citadel
Procurement Services
3 Lee Avenue, Bond Hall
2nd Floor, Suite 244
Charleston SC 29409

SUBMIT OFFER by: **Wednesday, April 2, 2025 at 11:00 AM** (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original paper copy and One (1) electronic on a thumb drive of both original and redacted copy.** *[Signature]* Initial here if NO redacted copy is necessary

QUESTIONS MUST BE RECEIVED BY: **Monday, March 17, 2025 at 11:00 AM** (See "Questions from Offerors" provision)

All questions shall be submitted in writing to the email address of the Procurement Officer listed above by the date and time specified and the subject line of the email shall read, "RFP 25015-JF Questions"

CONFERENCE TYPE: **Non-mandatory Pre-Proposal**
DATE & TIME: **Tuesday, March 11, 2025 @ 10 AM EST**

LOCATION: **Microsoft Teams**, or if attending in person:
Room 217 Bond Hall,
3 Lee Avenue, Charleston, SC 29409

Contact the Procurement Officer, by Monday, March 10, 2025, no later than 10:00 AM, ET for conference call phone number and access code, via emails noted at top of page. The access code will not be provided to vendors who submit a request via email after March 10, 2025, at 10:00 AM, ET.

AWARD & AMENDMENTS

Award is expected to be posted by **Thursday, April 17, 2025**. The award, this solicitation, any amendments and any related notices will be posted at the following web address: <https://www.citadel.edu/procurement/vendors-and-suppliers/solicitations/> and <https://www.citadel.edu/procurement/vendors-and-suppliers/awards/>

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

NAME OF OFFEROR (Full legal name of business submitting the offer)

J.W.E., Inc.

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

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

DATE SIGNED

3/25/25

PRINTED NAME & TITLE (Name and Business title of person signing above)

B. Jinnett EXEC. Director, B.D.

STATE VENDOR NO.

7000334959

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

TAXPAYER IDENTIFICATION NO. <div style="font-size: 1.2em; margin-top: 5px;">13-3475697</div>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation)</small> <div style="font-size: 1.5em; margin-top: 5px; text-align: right;">NY</div>
OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporate entity (not tax-exempt) </div> <div style="width: 30%;"> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) </div> <div style="width: 30%;"> <input type="checkbox"/> Other _____ <input type="checkbox"/> Government entity (federal, state, or local) </div> </div>	

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business) <div style="font-size: 1.2em; margin-top: 10px;">180 MAIDEN LN. FL6 New York, New York 10038</div>	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent) (See "Notice" clause) <div style="font-size: 1.2em; margin-top: 10px;">SAME</div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> 512 970 7899 Facsimile </div> <div style="font-size: 1.2em; border-bottom: 1px solid black; display: inline-block; width: 80%;">BSJINNETT@JWEINC.NET</div> </div> <div style="font-size: 0.8em; margin-top: 5px;">E-mail Address</div>
---	--

PAYMENT ADDRESS (Address to which payments will be sent) (See "Payment" clause) <div style="font-size: 1.2em; margin-top: 10px;">SAME</div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one) </div>	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <div style="font-size: 1.2em; margin-top: 10px;">SAME</div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one) </div>
--	--

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amend ment No.	Amend ment Issue Date	Amen dment No.	Amend ment Issue Date	Amen dment No.	Amend ment Issue Date	Amen dment No.	Amendment Issue Date
1	3/18/25						

DISCOUNT FOR PROMPT PAYMENT <small>(See "Discount for Prompt Payment" clause)</small>	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. **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 – DO NOT APPLY PER SC CONSOLIDATED PROCUEMENT CODE [11-35-1524(E)(5)]



THE CITADEL

Solicitation Number	RFP 25015-JF
Addendum #	1
Date Issued	03/18/2025
Procurement Officer	Jessica Favor, NIGP-CPP, CPPB, CPPO
Phone	843-953-2737
E-Mail Address	jfavor@citadel.edu procurement@citadel.edu

SOLICITATION TITLE: Cadet Junior Blazer Ensemble

TYPE OF ADDENDUM:

- ☐ Change or clarification to the Solicitation's specifications, requirements, or scope of work.
- ☒ Questions posed regarding the Solicitation and their respective answers by The Citadel.

Questions:

1. Would it be possible to get the award information for individual items pricing from the previous winning bid and contract? **Current pricing is listed below.**

Item	Cost/Unit
Blazer Coat, Male	\$ 210.00
Trouser Male	\$ 115.00
Blazer Coat, Female	\$ 205.00
Slacks Female	\$ 110.00
Skirt Female	\$ 106.00

2. For the requirement to label items with Names of Cadets in the uniform items; is a generic tag needed with the ability to write the name of the cadet and all pertinent information inside each garment or would the actual name of the cadet that the garment is being made for to be included inside the garment? **Please provide a generic tag inside each garment. When the garment is issued, The Citadel will write the cadet's name on the label.**
3. Is there also a requirement/need to individually bag and tag all items together for each cadet (to include their blazers and pants in the same package labeled for each cadet) or are items to be delivered organized by size giving Citadel the ability to swap garments around between cadets due to the anticipated size changes from order to delivery? **Yes, individually bag and tag all items together for each cadet (to include their blazers and pants/skirts in the same package labeled for each cadet).**

☐ Other Change: Describe

IMPORTANT NOTICE:

X Contractor is required to acknowledge receipt of this Addendum by signing below and returning a copy with its Offer.

Except as provided herein, all terms and conditions of the Solicitation referenced above remain unchanged and in full force and effect.

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE ON BEHALF OF OFFEROR

Signature: [Signature]

Printed Name & Title: B. JINNETT Exec. Director

Company Name: JWE, Inc.

Date: 3/25/25

RFP No. 25015-JF
Cadet Junior Blazer Ensembles

Submitted By:

JWE

180 Maiden Ln. FL6

New York, NY 10038

212.213.8288 | bjinnett@jweinc.net

Date: 03/24/2025

1. Introduction

JWE is pleased to submit this Business (Cost) Proposal in response to RFP 25015-JF for Cadet Junior Blazer Ensembles. We understand that the pricing schedule must account for the initial two-year term and all potential option periods.

2. Pricing Table

JWE is pleased to submit this Business (Cost) Proposal in response to RFP 25015-JF for Cadet Junior Blazer Ensembles. This proposal provides baseline pricing for Years 1–3, followed by two modest price increases in Years 4–5 and 6–7, respectively, to account for modest inflation rates.

All listed prices include fabric, labor, packaging, hangers, labeling, freight, and delivery to The Citadel.

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Male Blazer	\$210.00	\$210.00	\$210.00	\$216.30	\$216.30	\$222.79	\$222.79
Male Slacks	\$95.00	\$95.00	\$95.00	\$97.85	\$97.85	\$100.78	\$100.78
Female Blazer	\$210.00	\$210.00	\$210.00	\$216.30	\$216.30	\$222.79	\$222.79
Female Slacks	\$95.00	\$95.00	\$95.00	\$97.85	\$97.85	\$100.78	\$100.78
Female Skirt	\$80.00	\$80.00	\$80.00	\$82.40	\$82.40	\$84.87	\$84.87

Note:

- Year 7 is the optional ten-month term.
- No additional costs or surcharges are proposed.
- Special (Custom) Orders, if any, will be billed at a 25% surcharge per unit price.

3. Pricing Assumptions and Clarifications

1. **Inclusive Pricing:** All listed prices include fabric, labor, packaging, hangers, labeling, freight, and delivery to The Citadel.
2. **Taxes:** Prices exclude any sales or use taxes that might be levied on The Citadel.
3. **Price Changes:**
 - Years 1–3: Firm, no increase
 - Years 4–5: 3% above base prices
 - Years 6–7: An additional 3% above the Year 4–5 level.
 - Please note that if the Consumer Price Index (CPI) or Bloomberg Cost of Apparel Index reflects an increase greater than 3% in years four or six, we reserve the right to adjust pricing accordingly to match the rate of inflation.
4. **Validity:** This pricing remains valid for **ninety (90) calendar days** from the proposal due date.

4. Signature and Certification

By signing below, I certify that the above pricing is submitted on behalf of JWE in accordance with all requirements, terms, and conditions of RFP 25015-JF.

Bryan Jinnett

Executive Director, Business Development

512.970.7899 bjinnett@jweinc.net

Signature: 

Printed Name/Title: B. Jinnett EXEC. Director

Date: 3/25/25

White, John

From: Bryan Jinnett <bjinnett@jweinc.net>
Sent: Wednesday, April 9, 2025 1:43 PM
To: Jeffrey A Molloy
Subject: [External] Re: 25015 Blazer
Attachments: RFP-25015-JF_CadetBlazer_schedule_proposal_pg31.0.pdf

EXTERNAL EMAIL (Outside The Citadel)

Verify sender; use caution with attachments/links.

Hi Jeffrey,
I'm sorry for the oversight. see attached

~Bryan

On Wed, Apr 9, 2025 at 11:45 AM Jeffrey A Molloy <jmolloy@citadel.edu> wrote:

Hello,

We received your proposal response.

The price schedule from page 31 was not included (image below). Please forward no later than Thursday, April 10, 2025 @ 5:00 p.m.

Thanks,



Jeff Molloy

Procurement
Bond Hall 244
The Citadel
(843) 953-6873
citadel.edu

VIII. BIDDING SCHEDULE/COST PROPOSAL

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate seal document: [08-8015-1]

Item #	Description	Estimated Annual Qty. *	Unit Price	Year 1	Year 2	Unit Price	Year 3	Unit Price	Year 4	Unit Price	Year 5	Unit Price	Year 6	Unit Price	Year 7	7 year Line Item total
1	Blazer Coat Male	520														
2	Trouser Male	520														
3	Blazer Coat Female	90														
4	Slacks Female	90														
5	Skirt Female	90														
Annual totals:																
							Pricing shall cover all costs associated with the services provided by the Vendor and shall include shipping/freight fees.									
Total Potential Value for All Seven (7) Years:																

VIII. BIDDING SCHEDULE/COST PROPOSAL

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate seal document: [08-8015-1]

Item #	Description	Estimated Annual Qty. *	Unit Price	Year 1	Year 2	Unit Price	Year 3	Unit Price	Year 4	Unit Price	Year 5	Unit Price	Year 6	Unit Price	Year 7	7 year Line Item total
1	Blazer Coat Male	520	\$210.00	\$109,200.00	\$109,200.00	\$210.00	\$109,200.00	\$216.30	\$112,476.00	\$216.30	\$112,476.00	\$222.79	\$115,850.80	\$222.79	\$115,850.80	\$784253.60
2	Trouser Male	520	\$95.00	\$49,400.00	\$49,400.00	\$95.00	\$49,400.00	\$97.85	\$50,882.00	\$97.85	\$50,882.00	\$100.78	\$52,405.60	\$100.78	\$52,405.60	\$354775.20
3	Blazer Coat Female	90	\$210.00	\$109,200.00	\$109,200.00	\$210.00	\$109,200.00	\$216.30	\$112,476.00	\$216.30	\$112,476.00	\$222.79	\$115,850.80	\$222.79	\$115,850.80	\$784253.60
4	Slacks Female	90	\$95.00	\$49,400.00	\$49,400.00	\$95.00	\$49,400.00	\$97.85	\$50,882.00	\$97.85	\$50,882.00	\$100.78	\$52,405.60	\$100.78	\$52,405.60	\$354775.20
5	Skirt Female	90	\$80.00	\$7200.00	\$7200.00	\$80.00	\$7200.00	\$82.40	\$7416.00	\$82.40	\$7416.00	\$84.87	\$7638.30	\$84.87	\$7638.30	\$51708.60
Annual totals:				\$324400.00	\$324400.00		\$324400.00		\$334132.00		\$334132.00		\$336511.28		\$336511.28	\$2,278,057.60
							Pricing shall cover all costs associated with the services provided by the Vendor and shall include shipping/freight fees.									
							Total Potential Value for All Seven (7) Years:									

Exhibit G

Exhibit H

	Hanover	DeMoulin	JWE
Price	\$ 1,380,400.00	\$ 1,713,166.50	\$ 2,278,057.60
Price Score	50	37.94673645	17.48559838

Exhibit I

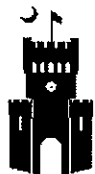
Amy Orr	DeMoulin	Hanover	JWE	Points Available
Ability to fulfill contract	50	50	50	50
Uniform sample wear and tear	50	50	50	50
Uniform sample quality	48	48	50	50
Approach and methodology	40	50	50	50
Price	38	50	17	50
Qualifications and experience	50	50	50	50
Total	276	298	267	300

Sgt, Major Yagle	DeMoulin	Hanover	JWE	Points Available
Ability to fulfill contract	50	50	50	50
Uniform sample wear and tear	50	50	50	50
Uniform sample quality	40	48	50	50
Approach and methodology	45	50	47	50
Price	38	50	17	50
Qualifications and experience	50	50	50	50
Total	273	298	264	300

Jeremy Mackey	DeMoulin	Hanover	JWE	Points Available
Ability to fulfill contract	50	50	50	50
Uniform sample wear and tear	50	50	50	50
Uniform sample quality	45	45	50	50
Approach and methodology	45	50	50	50
Price	38	50	17	50
Qualifications and experience	50	50	50	50
Total	278	295	267	300

Total Average Score	275.6666667	297	266	300
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Exhibit J



THE CITADEL

Procurement Services
171 Moultrie Street
Charleston, SC 29409-6500
843-953-6873
procurement@citadel.edu

Intent of Award

Date: April 17, 2025

Solicitation #: RFP 25015-JM

Title: Cadet Blazer Ensemble

The Citadel awards the contract noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective Tuesday, April 29, 2025. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of the offer noted below.

Offeror 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 Citadel. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Right to Protest: If you are aggrieved in connection with the intended award of this contract, you may be entitled to protest, but only as provided in Section 11-35-4210 (1) of the South Carolina Code of Laws. Any intent to protest or actual protest must be submitted in writing to the PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

(a) by email to protest-itmo@itmo.sc.gov, or

(b) via USPS or any other carrier to 1201 Main Street, Suite 600, Columbia, SC 29201

Contract Number: T25015-JF

Awarded To: Hanover Uniform Company
3501 Marmenco Ct.
Baltimore, MD, 21230

Total Potential seven (7) year Value Not To Exceed: \$1,300,000.00**

Contract is Two (2) years with five (5) annual renewals***

****Total Potential is not a guarantee.**

Initial Two Years starts April 29, 2025 thru April 28, 2027

***** Initial Award plus five (5) annual renewals.**

Maximum Contract Period Ends: April 28, 2032



Jeff Molloy
Procurement Division

Exhibit K

[illegible]