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Preliminary Decision

Matter of: Flaunt Your Curves Boutique LLC

File No.: 2024-106

Posting Date: November 9, 2023

Contracting Entity: South Carolina Department of Juvenile Justice

Contract No.: 4400030955

Description: Barber and Cosmetologist Services

DIGEST

For the reasons set forth below, the Chief Procurement Officer (CPO) terminates/voids the contract between the Department of Juvenile Justice (DJJ) and Flaunt Your Curves Boutique LLC's (FYC) for beautician services. FYC's request for resolution of a contract controversy is attached as Exhibit A.¹ The CPO will address the damage claims of the parties by separate decision.

AUTHORITY

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

BACKGROUND

The facts pertinent to this decision are:

¹ The CPO has not included all of FYC's attachments to its request in Exhibit A but has excluded attachments which are copies of the law, policy, treatise, or documents otherwise included as Exhibits to this decision. FYC also included a copy of the solicitation with commentary on several pages. The CPO has only included the cover page and pages with comments as a part of Exhibit A.

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

DISCUSSION

The South Carolina Consolidated Procurement Code (the Code) authorizes agencies to make direct procurements up to \$50,000. S.C. Code Ann. §11-35-1210. The Code authorize the State Fiscal Accountability Authority (SFAA) to delegate additional procurement authority below which an agency may make direct procurements. *Id.* SFAA has delegated additional procurement authority to DJJ of up to \$500,000.

On the face of the Notice of Intent to Award DJJ published, DJJ exceeded its procurement authority. DJJ posted a Notice of Intent to Award two contracts pursuant to the solicitation. One contract to FYC for one year with a stated total potential value² of \$312,480 and one to L2W for a total potential duration of three years and a total potential value of \$81,840 per year.³ This means that the three-year total potential value of L2W’s contract is \$245,520. Thus, the total potential value of intended awards under this solicitation

² Total potential value does not mean actual value that the contractor will realize but is an estimate of the maximum potential value the contractor may potentially realize.

³ DJJ lists the total potential value for the contract as \$81,840; however, a review of L2W’s bid and DJJ’s analysis of the bid amount, this is the one-year value of L2W’s bid, not three years. DJJ filed a response to FYC’s request for resolution of a contract controversy with exhibits. Exhibit A to that response shows that DJJ estimated 5,280 barber services per year. Using L2W’s bid price of \$15.50 per service yields a value of \$81,840 per year. Therefore, the published total potential value on the Notice of Intent to Award should have been \$245,520.

total \$558,000, an amount that exceeds DJJ's authority. Per Regulation 19-445.2015, a contract awarded pursuant to an unauthorized procurement is null and void unless ratified.⁴

DJJ's solicitation, Bid Schedule, resulting bids, and bid analysis are so flawed that it is not possible to determine a realistic total potential value; however, it is likely that a realistic total potential value of both contracts is less than \$500,000 and, therefore, within DJJ's procurement authority. Firstly, using the bid price FYC's inserted into the Bid Schedule DJJ published in the solicitation yields a different result than that shown on the Notice of Intent to Award. FYC's inserted a unit price of \$341.00 per beautician service in the Bid Schedule. [Exhibit E] In its bid analysis, DJJ calculated 720⁵ incidents of beautician services per year. This yields a one-year total potential value of \$245,520. When added to the total potential value of L2W's contract, the total potential value of both contracts is \$491,040. Secondly, an analysis of the numbers DJJ published in the Notice of Intent to Award and the documentation used to derive those numbers shows a likely inflation of the total potential value. FYC's included with its bid a price breakdown based on the types of services described in the Scope of Work but not set forth in the flawed Bid Schedule. [Id.] These numbers show that FYC probably did not intend a per service price of \$341.00. Obviously, no one client would receive all services in one sitting, yet the amount of \$341 inserted into the Bid Schedule is the sum of the price for each service. The solicitation provides no basis for determining what the total potential value should be using these numbers.

The flawed nature of the solicitation made it impossible for there to have been a meeting of the minds on what DJJ was awarding when it posted a Notice of Intent to Award a Contract. Under South Carolina

⁴ A contract may be ratified and terminated where it is in the interest of the state to do so. Factors to consider when deciding to ratify are:

- (a) the seriousness of the procurement deficiency; (b) the degree of prejudice to the integrity of the competitive procurement system; (c) the good faith of the public officials and contractors involved; (d) the extent of performance; (e) the costs to the State in either terminating the contract or declaring it null and void, if any; (f) the urgency of the acquisition; and (g) the impact on the using agency's mission.

Here, there is no evidence that the procurement officer did not follow the legal requirements of the Procurement Code except potentially exceeding her authority. This one deficiency by itself does not significantly prejudice the "integrity of the competitive procurement system." Moreover, the evidence indicates that the procurement officer believed she was acting within the scope of her authority and there is nothing to indicate the bidders had any reason to believe otherwise. In this case, the remaining factors are neutral at worst. Therefore, ratification would not be inappropriate in this case. However, the totality of the circumstances does not support continuance of the contract but does support termination after ratification.

⁵ This number does not appear anywhere in the solicitation.

common law, without a meeting of the minds, there is not a valid contract. *See Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 893 (1989) (“South Carolina common law requires that, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement.”) Section III of the solicitation sets forth a scope of work which supplies a listing of the types of services to be provided under barber services and under beautician services. The Bid Schedule bears no relationship to services broken out in Section III resulting in flawed bid amounts. Additionally, Section III provides an estimate of the number of services per location. Presumably, this estimate is per year though that is not stated in the document. Moreover, these numbers are not broken out by service type nor by gender making it impossible to derive an estimate of how many clients would need barber services versus beautician services. Finally, Section I of the solicitation creates confusion over the duration of any resulting contracts giving two sets of dates for start and end dates. Normally this confusion would be resolved by the use of standard clauses for the term of the contract in Section VIIB of the solicitation. DJJ used the states standard clause for the initial term of the contract titled “Term of Contract – Effective Date/Initial Contract Period” but did not use the standard clause for optional renewal periods leaving some confusion in the mind of a bidder as to intent. These are examples of how hopelessly ambiguous the solicitation was. Admittedly, most of the ambiguities are patently obvious and potential bidders should have sought clarification. However, it is telling that based on the solicitation documents DJJ provided to the CPO, none did. At least DJJ did not provide any addenda to the solicitation whereby DJJ should have answered such questions. It is also telling that DJJ did not observe the glaring ambiguities in its solicitation. To the CPO, it is obvious that all the parties involved from DJJ’s procurement officer to the bidders should have observed the ambiguities and resolved them before the bid deadline. As a result of these unresolved ambiguities, the parties have a very different understanding of intended scope and pricing and in some cases, neither party’s understanding is in accord with a strict analysis of the documents.

After attempts to settle this matter, FYC’s sent the CPO a letter reiterating its claims. [Exhibit F] DJJ provided the CPO with a response to this letter. [Exhibit G] In DJJ’s letter, DJJ asserts that the contract is an unauthorized contract and null and void. DJJ further states that if the contract is not null and void, DJJ would likely terminate the contract for the convenience of the state.

Protest Decision, page 5

Case No. 2024-106

November 9, 2023

DECISION

For the foregoing reason, the CPO terminates the contract between DJJ and FYC. To the extent the contract is voidable, the CPO voids the contract. FYC's has no further obligations to perform services under the contract. The CPO will address the damage claims of the parties by separate decision.

A handwritten signature in blue ink, reading "John St. C. White", is positioned above a horizontal line.

John St. C. White

Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2023)

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

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

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

FILING FEE: Pursuant to Proviso 111.1 of the 2023 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

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

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

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

Dear Chief Procurement Officer & Materials Management Office,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

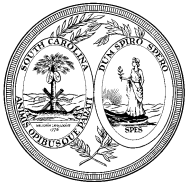
Both Ms. Mahon and Jessica Goff are intentionally ignoring my emails and requesting phone conversations, likely to avoid providing written proof of the misinformation they are providing me. Ms. Mahon, in particular, tends to speak in a condescending manner, as if she believes that the state is exempt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

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

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

Respectfully,
Anika Oliver -CEO Flaunt Your Curves Boutique LLC

DJJ Administration



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

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

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

INSTRUCTIONS TO VENDOR

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

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

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

Created By: JESSICA GOFF

Authorized Signature

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



Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Bid Price

6 messages

Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Mon, Jan 23, 2023 at 12:44 PM

To: "FLAUNTYOURCURVESBOUTIQUE@GMAIL.COM" <FLAUNTYOURCURVESBOUTIQUE@gmail.com>

Good Afternoon,

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

**Thank you,****Jessica M Goff**

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov[Facebook](#) | [YouTube](#) | [Twitter](#)*Inspiring Change, Transforming Lives*

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, Jan 23, 2023 at 1:57 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Good day Jessica Goff,

How are you today? Can you please let me know if the estimated youth amount of 1500 has increased or decreased? Is the start date still Jan. 27th? Can you please advise of our interview/demonstration date if awarded? Lastly, can we pick the

service date if awarded?

My sincere gratitude,
Anika Oliver

Sent from my iPhone

On Jan 23, 2023, at 12:44 PM, Jessica M. Goff <JessicaMGoff@djj.sc.gov> wrote:

Good Afternoon,

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

<image001.jpg>

Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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

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[Quoted text hidden]

Jessica M. Goff <JessicaMGoff@djj.sc.gov>
To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, Jan 23, 2023 at 2:32 PM

I will find out the numbers

Get [Outlook for iOS](#)

From: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
Sent: Monday, January 23, 2023 1:57:23 PM

To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Subject: Re: Bid Price

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[Quoted text hidden]

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, Jan 23, 2023 at 2:33 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Thank you so much.

Sent from my iPhone

On Jan 23, 2023, at 2:32 PM, Jessica M. Goff <JessicaMGoff@djj.sc.gov> wrote:

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Tue, Jan 24, 2023 at 2:53 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Good afternoon,

How are you? I wanted to reach out to see if there were any updates?

Thank you,
Anika Oliver

Sent from my iPhone

On Jan 23, 2023, at 2:33 PM, Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com> wrote:

Thank you so much.

[Quoted text hidden]

Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Tue, Jan 24, 2023 at 2:54 PM

To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Still working on it.

Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs



Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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Inspiring Change, Transforming Lives

[Quoted text hidden]

[Quoted text hidden]



Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

FW: JDC Girls

7 messages

Jessica M. Goff <JessicaMGoff@djj.sc.gov>
To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Tue, Feb 21, 2023 at 3:36 PM

Can you do a job in Columbia if we need it ? We have very few females here.



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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Inspiring Change, Transforming Lives

From: Tammie Terry <TammieTerry@djj.sc.gov>
Sent: Tuesday, February 21, 2023 1:35 PM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>
Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: JDC Girls

@Dessa T. Brown-Hearns whats your count on the girls at JDC today?

What day of the week do you all want the hair care services for the girls and the time.

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Tammie Terry
Sent: Tuesday, February 21, 2023 11:11 AM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>
Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: JDC Girls

Jessica,

I am not sure how or why the girls (that never moved) were left off the contract for JDC.

Please advise the next steps. We want to ensure our Midland girls are serviced as well.

I appreciate your assistance

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Jessica M. Goff <JessicaMGoff@djj.sc.gov>
Sent: Tuesday, February 21, 2023 10:26 AM
To: Tammie Terry <TammieTerry@djj.sc.gov>; Felicia K. Berry <FeliciaKBerry@djj.sc.gov>
Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>; Quiotis A. Fletcher <QuiotisAFletcher@djj.sc.gov>; Brandon J. Bright <BrandonJBright@djj.sc.gov>; James E. Smith <JamesESmith@djj.sc.gov>; Wayne H. Abney <WayneHAbney@djj.sc.gov>; Adrian O. Cartledge <AdrianOCartledge@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: Midlands Youth Hair Care

No it does not we can see if the vendor can do a Columbia stop but at the moment those services are only for cec

Thank you,

Jessica M Goff



Procurement Manager

Office of Fiscal Affairs

Winthrop Building

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p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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Inspiring Change, Transforming Lives

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Sent: Tuesday, February 21, 2023 10:00 AM

To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Felicia K. Berry <FeliciaKBerry@djj.sc.gov>

Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>; Quiotis A. Fletcher <QuiotisAFletcher@djj.sc.gov>; Brandon J. Bright <BrandonJBright@djj.sc.gov>; James E. Smith <JamesESmith@djj.sc.gov>; Wayne H. Abney <WayneHAbney@djj.sc.gov>; Adrian O. Cartledge <AdrianOCartledge@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>

Subject: RE: Midlands Youth Hair Care

We still girls at JDC – this does not include them

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Sent: Tuesday, February 21, 2023 9:59 AM

To: Tammie Terry <TammieTerry@djj.sc.gov>; Felicia K. Berry <FeliciaKBerry@djj.sc.gov>

Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>; Quiotis A. Fletcher <QuiotisAFletcher@djj.sc.gov>; Brandon J. Bright <BrandonJBright@djj.sc.gov>; James E. Smith <JamesESmith@djj.sc.gov>; Wayne H. Abney <WayneHAbney@djj.sc.gov>; Adrian O. Cartledge

<AdrianOCartledge@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: Midlands Youth Hair Care

Keep in mind the midlands is for males only since the female have been moved to CEC.



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>; Quiotis A. Fletcher <QuiotisAFletcher@djj.sc.gov>; Brandon J. Bright <BrandonJBright@djj.sc.gov>; James E. Smith <JamesESmith@djj.sc.gov>; Wayne H. Abney <WayneHAbney@djj.sc.gov>; Adrian O. Cartledge <AdrianOCartledge@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: Midlands Youth Hair Care
Importance: High

Good morning Ms. Berry

In alignment with the contract for the Midlands are requesting the following weekly hair care services for the youth starting today.

Please advise next steps

JDC

Wednesdays All day
Thursday 4:00pm - 7:00pm
Saturday 4:00pm - 7:00pm

MEC

Tuesday 2:30 - 5:30
Thursday 2:30 - 5:30
Saturday 1:00 - 5:30

BRRC

Monday 3:30 - 7:30
Tuesday 3:30 - 7:30
Wednesday 1:00 - 5:00

Thanks so much



Tammie Terry, MPA

Special Assistant to Deputy Director

Division of Security & Operations

Goldsmith Building

4900 Broad River Road

Columbia, SC 29212

p 803-896-4245 **m** 803-530-3647

e TammieTerry@djj.sc.gov

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Tue, Feb 21, 2023 at 3:56 PM

Good afternoon Jessica,

Yes, I'd be happy to. Can you provide the specifics? Here are a few questions I have for you?

- 1) How many girl
- 2) Would there be additional compensation added to the current contract
- 3) Would we be required to provide our own equipment (example: styling chairs, shampoo bowls)
- 4) When is the anticipated start date?

Thank you for the opportunity to work with you.

Sincerely,
Anika Oliver
[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Thu, Feb 23, 2023 at 11:25 AM

Good morning,

How are you Jessica? I wanted to reach out to see if you have any additional information for me?

With sincere gratitude,
Anika Oliver
[Quoted text hidden]

Jessica M. Goff <JessicaMGoff@djj.sc.gov>
To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Thu, Feb 23, 2023 at 11:26 AM

Still working on it.



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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Inspiring Change, Transforming Lives

From: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Sent: Thursday, February 23, 2023 11:26 AM

To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Subject: Re: FW: JDC Girls

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[Quoted text hidden]

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Thu, Feb 23, 2023 at 12:48 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Jessica,

Thank you for getting back to me.

Have a wonderful day,

Anika Oliver

[Quoted text hidden]

Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Fri, Feb 24, 2023 at 8:52 AM

To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Can you do this ?



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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Inspiring Change, Transforming Lives

From: Tammie Terry <TammieTerry@djj.sc.gov>

Sent: Friday, February 24, 2023 8:51 AM

To: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>

Cc: Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>

Subject: RE: JDC Girls

Team I really need this information in the next hour please and thank you

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>
Sent: Friday, February 24, 2023 4:59 AM
To: Tammie Terry <TammieTerry@djj.sc.gov>; Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>
Cc: Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: Re: JDC Girls

There are currently 9 girls at JDC. Hair services can be conducted Wednesday's 4-7pm. @Dessa T. Brown-Hearns please advise status of equipment.

Tamika Lofton
Facility Administrator, JDC
Juvenile Detention Center
[1725 Shivers Road](https://www.djj.sc.gov)
Columbia, SC 29210
Phone: 803.896.9441 | Cell: 803.521.3110
Email: TamikaMLofton@djj.sc.gov
Website: [djj.sc.gov](https://www.djj.sc.gov)

From: Tammie Terry <TammieTerry@djj.sc.gov>
Sent: Thursday, February 23, 2023 1:33 PM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>
Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: JDC Girls

JDC please advise

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Tammie Terry
Sent: Tuesday, February 21, 2023 4:12 PM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>
Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: JDC Girls

JDS also

Do you have equipment or is that needed as well

example: styling chairs, shampoo bowls)

Tammie Terry, MPA

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: Nakia Oliver <ob125deu@gmail.com>

Fri, Feb 24, 2023 at 9:03 AM

[Quoted text hidden]



Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

FW: JDC Girls

7 messages

Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Tue, Feb 21, 2023 at 3:36 PM

To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Can you do a job in Columbia if we need it ? We have very few females here.

Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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Inspiring Change, Transforming Lives

From: Tammie Terry <TammieTerry@djj.sc.gov>

Sent: Tuesday, February 21, 2023 1:35 PM

To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>

Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>

Subject: RE: JDC Girls

@Dessa T. Brown-Hearns whats your count on the girls at JDC today?

What day of the week do you all want the hair care services for the girls and the time.

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Tammie Terry
Sent: Tuesday, February 21, 2023 11:11 AM
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Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: JDC Girls

Jessica,

I am not sure how or why the girls (that never moved) were left off the contract for JDC.

Please advise the next steps. We want to ensure our Midland girls are serviced as well.

I appreciate your assistance

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Jessica M. Goff <JessicaMGoff@djj.sc.gov>
Sent: Tuesday, February 21, 2023 10:26 AM
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Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>; Quiotis A. Fletcher <QuiotisAFletcher@djj.sc.gov>; Brandon J. Bright <BrandonJBright@djj.sc.gov>; James E. Smith <JamesESmith@djj.sc.gov>; Wayne H. Abney <WayneHAbney@djj.sc.gov>; Adrian O. Cartledge <AdrianOCartledge@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: Midlands Youth Hair Care

No it does not we can see if the vendor can do a Columbia stop but at the moment those services are only for cec

Thank you,

Jessica M Goff



Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

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p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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Inspiring Change, Transforming Lives

From: Tammie Terry <TammieTerry@djj.sc.gov>
Sent: Tuesday, February 21, 2023 10:00 AM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Felicia K. Berry <FeliciaKBerry@djj.sc.gov>
Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>; Quiotis A. Fletcher <QuiotisAFletcher@djj.sc.gov>; Brandon J. Bright <BrandonJBright@djj.sc.gov>; James E. Smith <JamesESmith@djj.sc.gov>; Wayne H. Abney <WayneHAbney@djj.sc.gov>; Adrian O. Cartledge <AdrianOCartledge@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: Midlands Youth Hair Care

We still girls at JDC – this does not include them

Tammie Terry, MPA

Division of Security & Operations

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<AdrianOCartledge@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: Midlands Youth Hair Care

Keep in mind the midlands is for males only since the female have been moved to CEC.



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

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Subject: Midlands Youth Hair Care
Importance: High

Good morning Ms. Berry

In alignment with the contract for the Midlands are requesting the following weekly hair care services for the youth starting today.

Please advise next steps

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Wednesdays All day
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Saturday 4:00pm - 7:00pm

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Thursday 2:30 - 5:30
Saturday 1:00 - 5:30

BRRC

Monday 3:30 - 7:30
Tuesday 3:30 - 7:30
Wednesday 1:00 - 5:00

Thanks so much



Tammie Terry, MPA

Special Assistant to Deputy Director

Division of Security & Operations

Goldsmith Building

4900 Broad River Road

Columbia, SC 29212

p 803-896-4245 **m** 803-530-3647

e TammieTerry@djj.sc.gov

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Tue, Feb 21, 2023 at 3:56 PM

Good afternoon Jessica,

Yes, I'd be happy to. Can you provide the specifics? Here are a few questions I have for you?

- 1) How many girl
- 2) Would there be additional compensation added to the current contract
- 3) Would we be required to provide our own equipment (example: styling chairs, shampoo bowls)
- 4) When is the anticipated start date?

Thank you for the opportunity to work with you.

Sincerely,
Anika Oliver
[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Thu, Feb 23, 2023 at 11:25 AM

Good morning,

How are you Jessica? I wanted to reach out to see if you have any additional information for me?

With sincere gratitude,
Anika Oliver
[Quoted text hidden]

Jessica M. Goff <JessicaMGoff@djj.sc.gov>
To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Thu, Feb 23, 2023 at 11:26 AM

Still working on it.



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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

Inspiring Change, Transforming Lives

From: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Sent: Thursday, February 23, 2023 11:26 AM

To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Subject: Re: FW: JDC Girls

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[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Thu, Feb 23, 2023 at 12:48 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Jessica,

Thank you for getting back to me.

Have a wonderful day,

Anika Oliver

[Quoted text hidden]

Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Fri, Feb 24, 2023 at 8:52 AM

To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Can you do this ?



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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From: Tammie Terry <TammieTerry@djj.sc.gov>

Sent: Friday, February 24, 2023 8:51 AM

To: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>

Cc: Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>

Subject: RE: JDC Girls

Team I really need this information in the next hour please and thank you

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>
Sent: Friday, February 24, 2023 4:59 AM
To: Tammie Terry <TammieTerry@djj.sc.gov>; Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>
Cc: Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: Re: JDC Girls

There are currently 9 girls at JDC. Hair services can be conducted Wednesday's 4-7pm. [@Dessa T. Brown-Hearns](#) please advise status of equipment.

Tamika Lofton
Facility Administrator, JDC
Juvenile Detention Center
[1725 Shivers Road](#)
Columbia, SC 29210
Phone: 803.896.9441 | Cell: 803.521.3110
Email: TamikaMLofton@djj.sc.gov
Website: djj.sc.gov

From: Tammie Terry <TammieTerry@djj.sc.gov>
Sent: Thursday, February 23, 2023 1:33 PM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>
Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: JDC Girls

JDC please advise

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Tammie Terry
Sent: Tuesday, February 21, 2023 4:12 PM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>
Cc: Tamika M. Lofton <TamikaMLofton@djj.sc.gov>; Matthew J. Ramirez <MatthewJRamirez@djj.sc.gov>
Subject: RE: JDC Girls

JDS also

Do you have equipment or is that needed as well

example: styling chairs, shampoo bowls)

Tammie Terry, MPA

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: Nakia Oliver <ob125deu@gmail.com>

Fri, Feb 24, 2023 at 9:03 AM

[Quoted text hidden]



Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Midlands JDC

2 messages

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Fri, Feb 24, 2023 at 2:13 PM

Good afternoon Jessica,

Yes, we are available to provide salon services for the young ladies in Columbia with the schedule flexibility. I understand that we will need to provide our own styling chairs and shampoo bowls etc. Please advice of the anticipated start date and compensation. Finally, can we your the facility prior to our start date? Is the space operational at this time for immediate use?

I appreciate this opportunity.

With gratitude,
Anika Oliver

Jessica M. Goff <JessicaMGoff@djj.sc.gov>
To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
Cc: Tammie Terry <TammieTerry@djj.sc.gov>

Mon, Feb 27, 2023 at 8:21 AM

The compensation will be the same rate you provided in your bid.



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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From: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
Sent: Friday, February 24, 2023 2:13 PM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>
Subject: Midlands JDC

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Midlands JDC

4 messages

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Fri, Feb 24, 2023 at 9:48 AM

Good morning,

We would be happy to provide services to the facility. I'm concerned that 4-7pm may not allow enough time to service 9 plus young ladies. (especially not knowing exactly what services will be rendered) Is there any leeway to the scheduled time? Tuesday's would work better for my team with a larger window to provide services ,if possible.

I have a few questions if allowed:

- 1) Will we need to provide equipment to the facility (styling chairs, shampoo bowls etc)
- 2) Will there be compensation for the additional girls(if so, how much)
- 3) What's the expected start date
- 4) Is there any leeway on the day and time of service

Thank you for the opportunity.

Sincere gratitude,
Anika Oliver

Tammie Terry <TammieTerry@djj.sc.gov>

Fri, Feb 24, 2023 at 11:11 AM

To: "flauntyourcurvesboutique@gmail.com" <flauntyourcurvesboutique@gmail.com>, "Dessa T. Brown-Hearns" <DessaTBrown-Hearns@djj.sc.gov>, "Tamika M. Lofton" <TamikaMLofton@djj.sc.gov>
Cc: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Thank you Jessica,

I have added JDC Leadership on this email stream

[Please see below](#)

Will we need to provide equipment to the facility (styling chairs, shampoo bowls etc)

Yes

What's the expected start date

Tuesday 4 – 7 pm

Is there any leeway on the day and time of service

[@Dessa T. Brown-Hearns please advise](#)

Tammie Terry, MPA

Division of Security & Operations

P 803-896-4245 M 803-530-3647

From: Jessica M. Goff <JessicaMGoff@djj.sc.gov>
Sent: Friday, February 24, 2023 9:49 AM
To: Tammie Terry <TammieTerry@djj.sc.gov>
Subject: FW: Midlands JDC



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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From: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
Sent: Friday, February 24, 2023 9:48 AM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>
Subject: Midlands JDC

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Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov> Fri, Feb 24, 2023 at 1:24 PM
To: Tammie Terry <TammieTerry@djj.sc.gov>, "flauntyourcurvesboutique@gmail.com" <flauntyourcurvesboutique@gmail.com>, "Tamika M. Lofton" <TamikaMLofton@djj.sc.gov>
Cc: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

The females only attend school on Mondays and Wednesdays from 8am to 10am. Wednesday is preferred day due additional staff. Any times outside of those will work.

Hearns



Dessa Brown-Hearns

Assistant Facility Administrator, Juvenile Detention Center

Security & Operations
SCDJJ Juvenile Detention Center
1725 Shivers Road

Columbia, South Carolina 29210


p 803 896-7470 | **m** 803 231-0498

e dessatbrown-hearns@s | **f** fax

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 [Book time to meet with me](#)

From: Tammie Terry <TammieTerry@djj.sc.gov>
Sent: Friday, February 24, 2023 11:11 AM
To: flauntyourcurvesboutique@gmail.com <flauntyourcurvesboutique@gmail.com>; Dessa T. Brown-Hearns <DessaTBrown-Hearns@djj.sc.gov>; Tamika M. Lofton <TamikaMLofton@djj.sc.gov>
Cc: Jessica M. Goff <JessicaMGoff@djj.sc.gov>
Subject: RE: Midlands JDC

[Quoted text hidden]

Jessica M. Goff <JessicaMGoff@djj.sc.gov> Mon, Feb 27, 2023 at 8:21 AM
To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>



Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Question

3 messages

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Mon, Feb 27, 2023 at 9:38 AM

Good morning,

Jessica I apologize but I didn't see your other emails until now. I understand that the rates for each service will remain the same. However, will the total value of the contract change?

With gratitude,
Anika Oliver

Jessica M. Goff <JessicaMGoff@djj.sc.gov>
To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, Feb 27, 2023 at 10:34 AM

Total value is an estimate so it can be lower or higher it all depends.

Thank you,**Jessica M Goff**

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov[Facebook](#) | [YouTube](#) | [Twitter](#)*Inspiring Change, Transforming Lives***From:** Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
Sent: Monday, February 27, 2023 9:39 AM
To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>
Subject: Question

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Mon, Feb 27, 2023 at 12:11 PM

Hello Jessica,

I understand. I just have a few questions?

- 1) When will we receive the purchase order
- 2) When is the anticipated start date for each facility?
(I understand that Ridgeville is still not quite ready yet)
- 3) Will JDC in Columbia be added to the award letter
- 4) Is there anything else you need from me

Thank you again for this opportunity.

With sincere gratitude,
Anika Oliver

[Quoted text hidden]



Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Recent Visit to JDC Columbia SC

2 messages

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Thu, Apr 20, 2023 at 5:46 PM

Hello Jessica,

I wanted to reach out regarding our earlier conversation about providing salon services at the JDC facility in Columbia. While I appreciate the opportunity to expand our services, I have some reservations about the current accommodations and safety protocols in place at the facility.

As you may be aware, we take safety and liability concerns very seriously, and as such, we are requesting that JDC Columbia have a separate contract due to potential legal issues that may arise if we were to provide services there without the proper contractual agreement.

In addition, proper sanitary protocols are essential in any salon setting to ensure the health and safety of both team members and detainees. Without these protocols being followed, there could be significant risks to everyone involved. With that being said, I am requesting that we have access to a designated room with warm water and the ability to shampoo hair.

Additionally, given that the facility is surrounded by young men and the women have no personal protection; I am concerned for the safety of our female team members who would be potentially working in a hallway.

With that said, if the JDC facility is added to contract, provide the necessary accommodations and safety measures for our team, we would love the opportunity to provide top tier beauty services.

Thank you for your understanding and consideration. I look forward to reviewing the proposed contract.

Coastal has provided us top notch accommodations all week long. We are so grateful and excited to be there.

Again, I will forever be grateful for the opportunity you've given me.

With Sincere Gratitude,
Anika Oliver

Jessica M. Goff <JessicaMGoff@djj.sc.gov>
To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, Apr 24, 2023 at 12:45 PM

Thank you for your concerns I will get this sent up and get back to you. Thank you for the information and we take our vendors safety seriously.

Thank you,

Jessica M Goff

Procurement Manager

Office of Fiscal Affairs



Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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From: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Sent: Thursday, April 20, 2023 5:46 PM

To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Subject: Recent Visit to JDC Columbia SC

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Girl's Hair

3 messages

Felicia K. Berry <FeliciaKBerry@djj.sc.gov>

Tue, Mar 21, 2023 at 12:54 PM

To: "Danyelle A. Simmons" <DanyelleASimmons@djj.sc.gov>, "Michelle L. Neely" <MichelleLNeely@djj.sc.gov>

Cc: "flauntyourcurvesboutique@gmail.com" <flauntyourcurvesboutique@gmail.com>

Good afternoon – Ms. Oliver is ready to start on the girl's hair, can you reach out to her regarding dates and times. She may be able to bring her own equipment until ours arrive. Also, is the space large enough for more than one styling chair?

Felicia K. Berry

Administrative Coordinator I

Division of Security & Operations

1731 Shivers Road

Columbia, SC 29210

p (803) 896-9744 | m (803) 683-0498

e feliciakberry@djj.sc.gov |[Facebook](#) / [YouTube](#) / [Twitter](#)*Inspiring Change, Transforming Lives*

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Danyelle A. Simmons <DanyelleASimmons@djj.sc.gov>

Tue, Mar 21, 2023 at 12:58 PM

To: "Felicia K. Berry" <FeliciaKBerry@djj.sc.gov>, "Michelle L. Neely" <MichelleLNeely@djj.sc.gov>

Cc: "flauntyourcurvesboutique@gmail.com" <flauntyourcurvesboutique@gmail.com>

Good Afternoon,

Ms. Neely will reach out with date and times. Yes the space is fairly large. Hair washing may be a bit of a challenge since there isn't the proper connection in the room. There is a bathroom, however I am not sure if she will be able to utilize unless she has a portable shampoo bowl. May we also have the names of the other hairstylist she will be bringing with her.

Kind Regards,



Danyelle A. Simmons

Administrative Assistant

Division of Security & Operations

Coastal Evaluation Center

331 Campbell Thickett Road

Ridgeville, SC 29472

p (843) 900-9010

e danyelleasimmons@djj.sc.gov

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[Quoted text hidden]

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Tue, Mar 21, 2023 at 1:07 PM

To: "Danyelle A. Simmons" <DanyelleASimmons@djj.sc.gov>

Cc: "Felicia K. Berry" <FeliciaKBerry@djj.sc.gov>, "Michelle L. Neely" <MichelleLNeely@djj.sc.gov>

Hello,

I hope everyone is having a wonderful day. I will be able to provide names of stylists once background checks and drug screening has completed. I am hoping to schedule these processes closer to our start date ,if possible.

With Sincere Gratitude,
Anika Oliver-Flaunt Your Curves Boutique LLC Owner

[Quoted text hidden]



Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Questions

4 messages

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, May 15, 2023 at 10:23 PM

To: "Michelle L. Neely" <MichelleLNeely@djj.sc.gov>

Dear Ms. Neely,

I hope this letter finds you doing well. I wanted to reach out to you today regarding access to the salon facility in the mornings. While I certainly understand that proper processes and procedures must be followed, I was hoping to inquire if there is any possibility of obtaining a key for entry during these early hours.

If this request does not align with your protocols, perhaps security could provide us with a key upon arrival, which will be returned to them daily. The reason for my inquiry pertains to our arrival time of 8:00 am, with youth arriving 45 minutes to an hour later. We have been spending that time in the hallway, and given the nature of our work, it would be beneficial for us and the youth to have access to the salon in order to begin the day.

In addition to the time-saving benefits, warm water is a necessity for our services, and it takes approximately 10-15 minutes for it to become available. Given these factors, I believe that obtaining a key would greatly benefit all involved parties.

Furthermore, I would like to explore the possibility of having a phone that I am solely responsible for, which my staff and I could use to contact our families and attend to personal business when necessary. I understand that phones are not permitted within the facility, but I would undertake all responsibility should any issues arise.

I appreciate the steps you have taken so far to accommodate us, and I thank you for your time in considering these requests.

Best regards,
Anika Oliver

Michelle L. Neely <MichelleLNeely@djj.sc.gov>

Tue, May 16, 2023 at 11:33 AM

To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Cc: "Leroy A. Ganaway" <LeroyAGanaway@djj.sc.gov>, "Danyelle A. Simmons" <DanyelleASimmons@djj.sc.gov>

Good morning

A key will be placed in the control room for use when you all are in the building. This key will need to be picked up upon arrival and returned prior to leaving the facility daily. Unfortunately, a personal cell phone cannot be brought into the facility. Your staff is welcome to provide the control room phone number to whomever in case of an emergency. 843-900-9006

Also, the youth will not be receiving salon services next Tuesday, May 23, 2023. We will be having an employee appreciation event here at the facility for all DJJ staff in the Lowcountry.

Michelle Neely, M.A.

Interim Facility Administrator



Security & Operations

Coastal Evaluation Center

331 Campbell Thickett Rd

Ridgeville, SC 29472

p 8439009020 | m 8432099378

e michellelneely@djj.sc.gov

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From: Flaunt Your Curves Boutique
 <flauntyourcurvesboutique@gmail.com>
Sent: Monday, May 15, 2023 10:23 PM
To: Michelle L. Neely
 <MichelleLNeely@djj.sc.gov>
Subject: Questions

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
 To: Nakia Oliver <ob125deu@gmail.com>

Tue, May 16, 2023 at 6:49 PM

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
 To: Nakia Oliver <ob125deu@gmail.com>

Tue, May 16, 2023 at 8:06 PM

Ms. Neely,

I hope this message finds you well. I wanted to take a moment to express my gratitude for granting our team access to the salon space with a key. Your generosity has been invaluable to our work, and I am humbled by your willingness to assist us.

However, I must bring to your attention an issue that has caused some inconvenience for our productivity. The power in the salon keeps tripping, and we are wondering if there is any resolution you could suggest or assist with.

On a separate note, we acknowledge your unwavering stance on the cell phone request and we definitely respect your decision. We will continue to abide by the policy.

Lastly, I appreciate your communication regarding the upcoming closure of the salon on Tuesday. This information will allow us to plan ahead. Keeping us informed about any other closure dates that may impact our work would be greatly appreciated.

We would be delighted to offer any assistance or help you may need with the upcoming Tuesday event. Please don't hesitate to reach out to us if there is anything we can do to support you.

Thank you again for your exceptional support.

Warmly,

8/18/23, 12:57 AM

Gmail - Questions

Anika Oliver

[Quoted text hidden]

III. SCOPE OF WORK/SPECIFICATIONS

STATEMENT OF WORK (JUN 2007)

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

See Attachment 19-Email received from Jessica Goff reducing the locations from 4 to 1.

The stated duration of the contract as three-year potential life is incorrect. The contract is actually for a period of 1 year.

The Solicitation lacked the appropriate clause to award to multiple offers (see Compendium-Reference Clause:6035-1 Award To Multiple Offerors(Jan 2006): Award may be made to more than one Offereror.[06-6035-1]

Barber Responsibilities:

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

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

Barber services will be rendered each week per facility.

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

The barbering services were awarded to another offeror.

Beautician Services :

Female Basic Haircut and Style:

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

DJJ did not provide a Change Order /Contract Modification Form when they cancelled trims from the Scope of Work.

The cancellation of trims from our contract has had a significant and detrimental impact on my staff and business. We have experienced a loss of revenue as the absence of trims has resulted in a substantial reduction in our overall revenue. As a result, we have struggled to meet our financial obligations, this has severely affected our ability to sustain our operations and jeopardize the livelihoods of our hardworking staff. The removal of trims has had a demoralizing effect on our team. They were accustomed to the additional income. The sudden loss of this opportunity has left them feeling undervalued and unappreciated. In fact, all but one key staff member has made the difficult decision to resign.

Beautician services will be rendered each week per facility.

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



Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Contract update

8 messages

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, Jul 24, 2023 at 9:31 AM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Good morning Jessica,

I hope this message finds you well. I regret that I need to reach out to you today regarding an issue that has recently arisen. It has come to my attention that our service frequency will now be reduced from weekly to biweekly, contrary to the terms outlined in my contract. Consequently, we will only be permitted to provide hair services to each girl twice a month. Furthermore, it has been communicated that certain services, such as trims of the lip, eyebrow, chin, sideburns, and nape, have been discontinued. Going forward, we will solely focus on trimming the hair that grows from the scalp. Additionally, specific twist and pin-up styles are no longer viable options for us.

While I understand and accept the need for modifications to our offerings, I must express my disappointment at not being notified of these changes through email, but rather finding out this morning from the Physical Education Instructor(Hannah Martin).This news has caught me off guard, as reducing our services to twice a month will significantly impact my income.

Could you kindly shed some light on this situation, providing any additional information or clarification that may help me better understand the reasoning behind these alterations? Finally, should I anticipate any additional changes to the scope of work?

Thank you for your attention to this matter.

Best regards,
Anika Oliver

Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Mon, Jul 24, 2023 at 10:01 AM

To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

I am so sorry you found out this way. That is not the proper way this should have been handled. Let me look into this and see what is going on. I knew our budget was cut some but I did not hear anything else about it. I will see what is going on and get back with you.

**Thank you,****Jessica M. Goff****Procurement Manager**

Office of Fiscal Affairs

Winthrop Building

220 Executive Center Drive

Columbia SC, 29210

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov

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

Inspiring Change, Transforming Lives

From: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Sent: Monday, July 24, 2023 9:31 AM

To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Subject: Contract update

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

[Quoted text hidden]

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, Jul 24, 2023 at 4:45 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Good afternoon,

I appreciate your assistance in clarifying this matter.

Respectfully,
Anika Oliver

[Quoted text hidden]

Jessica M. Goff <JessicaMGoff@djj.sc.gov>

Mon, Jul 31, 2023 at 10:33 AM

To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

We need to speak with you by phone what is a good time and number for this morning.

[Quoted text hidden]

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, Jul 31, 2023 at 3:47 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Good afternoon,

I apologize for the delay, however I'm just leaving Coastal Evaluation Center and getting access to my phone. I tried calling you on both numbers. You can reach me at 803-501-6999.

Respectfully,

Anika Oliver

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Tue, Aug 1, 2023 at 1:31 PM

Ms. Jessica Goff,

I trust this correspondence finds you well.

I would like to discuss our contractual obligations in regards to the CEC Scope Of Work. There have been certain discrepancies in the implementation of the agreed scope of work. Regrettably, we have not received any formal change order for the aforementioned alterations to the contract, nor have we been informed of any adjustments in the service requirements.

Our services for the remainder of this week have been abruptly canceled, and such information was conveyed to us via email after 5pm yesterday. We are deeply concerned about this lack of communication and its effect on our operations. Consequently, I am hereby formally requesting a change order to be issued, outlining the necessary amendments to the contract that will allow us to continue our services effectively.

Under the current circumstances, it is becoming increasingly challenging for us to maintain staffing. The inconsistent nature of the work, coupled with the extensive distance our team must travel to reach the CEC facility, is significantly impacting our ability to retain personnel. In addition, we have experienced instances where we were unexpectedly sent home due to the youth's behavior, weather or staffing shortages at the CEC site, without prior notification.

Furthermore, I must highlight the issue of micromanagement that has recently been imposed upon us. We are now being closely supervised and scrutinized for every task completed, resulting in a working environment that is both challenging and demoralizing. Moreover, we have encountered situations where we have been reprimanded for seeking permission to exit the building at the end of the day, despite the absence of alternative means of egress.

Given the gravity of these concerns, I implore your immediate attention and resolution to this matter.

Respectfully,
Anika Oliver

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Tue, Aug 1, 2023 at 2:02 PM

Ms. Goff,

I would like to rescind my previous request. If there is any intention to modify the Scope of Work in any manner that deviates from the previously agreed upon terms in my awarded contract, I kindly request formal documentation rather than relying on phone calls. I apologize for any inconvenience this may cause.

[Quoted text hidden]

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Tue, Aug 1, 2023 at 7:21 PM

Good evening,

It was a pleasure speaking with you and Michelle Mahon earlier today. I really appreciate that you took the time to listen to my concerns regarding the modifications we've encountered to the scope of work. Allow me to summarize our conversation for clarity.

During our discussion, it was conveyed that trims will be indefinitely suspended due to budget cuts and to avoid cancellation of my contract. It was also mentioned by Ms. Mahon that the cost of \$103 for trim services cannot be justified. In my discussion with Ms. Mahon, I advocated for a price increase to mitigate the financial impact of no longer providing trims, which had been a highly profitable service. Additionally, I proposed a price increase for our lower-tier services to offset the loss of this prominent offering indefinitely. However, despite emphasizing the loss of staff due to a lack of consistent work, Ms. Mahon declined my request. Moreover, we delved into the topic of micromanagement, where

it was made known that the perceived scrutiny was not from the CEC facility itself, but rather an organizational decision to ensure additional verification of each rendered service.

During our conversation, Ms. Mahon expressed that it is standard procedure to suspend services in instances of fights and misconduct from the youth, stating that it may require everyone to leave the premises. However, based on my personal experience, it appears that only salon staff members are consistently sent home during these events. Furthermore, I have observed that some of these altercations occur over the weekend, resulting in certain individuals being denied salon services upon our return.

Moreover, we discussed the need for clarity regarding the frequency of service provision, whether it would be on a weekly basis as the solicitation states or bi-weekly basis. Next, Ms. Mahon assured me that she would email me tomorrow with a salon schedule and any other details.

Finally, I mentioned the incident last Wednesday at 3pm where my staff member and I were reprimanded by facility administrator while seeking permission to exit the building at the end of the day, despite no alternative mean of egress. When asked by Ms. Mahon for evidence of the reprimands, I informed her that there are surveillance cameras and audio equipment installed at the facility. However, it should be noted that my staff and I are prohibited from bringing phones onto the premises, making it exceedingly difficult to provide tangible proof beyond our own testimonies.

I hope this accurately recaps our conversation.

On Tue, Aug 1, 2023 at 2:02 PM Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com> wrote:

Ms. Goff,

I would like to rescind my previous request. If there is any intention to modify the Scope of Work in any manner that deviates from the previously agreed up terms in my awarded contract, I kindly request formal documentation rather than relying on phone calls. I apologize for any inconvenience this may cause.

[Quoted text hidden]



Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Update from last week

4 messages

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Mon, Aug 14, 2023 at 3:42 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>, "Michele P. Mahon" <michelePMahon@djj.sc.gov>

Good afternoon,

I hope you're doing well. I have not received any communication from you, whether it be via email or phone call, as you had previously advised. It has come to my attention that we are now only able to provide services to four individuals per day this week. This change in our operations is supposedly due to school-related reasons. However, I would like to clarify if this arrangement will continue until February? I am concerned about the financial implications of this new arrangement, as it seems unlikely that we will be able to generate \$1000 in revenue this month under these circumstances. I believe it is crucial to ensure these activities align with the agreed scope of work.

I was informed that I could direct any questions to you, and I appreciate your assistance in clarifying these matters.

Respectfully,
Anika Oliver

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Tue, Aug 15, 2023 at 4:48 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>, "Michele P. Mahon" <michelePMahon@djj.sc.gov>

Hello,

I hope you're doing well. I wanted to follow up on the previous email regarding the new schedule. It was mentioned that under your instructions, the facility has implemented a policy allowing us to serve only 2 youth in the morning and 2 in the afternoon. However, I am a bit confused as during our last conversation, it was assured that we would be notified in advance about the specific services and number of youth we would be working with. Ms. Mahon had mentioned that she would personally communicate this information via email or phone call. Unfortunately, we have not received any notifications except from the facility staff, who have directed us to address all inquiries and concerns to Jessica Goff.

Instead of the situation improving, it seems to have worsened since I sought assistance from procurement. Initially, there were issues with Ms. Mahon justifying the agreed upon price for the trims, and now it appears that there is a lack of adherence to the scope of work outlined in the contract. Currently, we are spending 6 hours in Ridgeville to service only 4 youth per day for 2 days. We are required to style 2 youth and then wait 2- 2.5 hours before servicing the remaining 2. Additionally, we are no longer provided a sign-up sheet and everything is dictated to us as if we are employees of DJJ. In light of these developments, we kindly request clear communication and a commitment to adhere to the terms of the contract. Thank you for your attention to this matter.

Respectfully,
Anika Oliver

[Quoted text hidden]

Michele P. Mahon <MichelePMahon@djj.sc.gov>

Tue, Aug 15, 2023 at 5:07 PM

To: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Cc: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Good afternoon,

I have not had a change to discuss this with the team. I should be able to get to it tomorrow. I will provide an update at that time.

Michele

-



MICHELE MAHON, CPM, NIGP-CPP

PROCUREMENT DIRECTOR

Office of Fiscal Affairs

Winthrop Bldg.

220 Executive Center Dr.

Columbia, SC 29210

p 803.896.5643 | **m** 803.521.6512

e michelepmahon@djj.sc.gov |

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From: Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Sent: Tuesday, August 15, 2023 4:49 PM

To: Jessica M. Goff <JessicaMGoff@djj.sc.gov>; Michele P. Mahon <MichelePMahon@djj.sc.gov>

Subject: Re: Update from last week

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Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Tue, Aug 15, 2023 at 5:25 PM

To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>, "Michele P. Mahon" <michelePMahon@djj.sc.gov>

Hello,

Thank you for responding to my email. I look forward to receiving a update from our August 9th phone conversation.

Regards,

Anika Oliver

[Quoted text hidden]



Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>

Question

Flaunt Your Curves Boutique <flauntyourcurvesboutique@gmail.com>
To: "Jessica M. Goff" <JessicaMGoff@djj.sc.gov>

Fri, Feb 24, 2023 at 9:49 AM

Yes

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

Ok to be clear a trim is 103.00 ?

**Thank you,****Jessica M Goff**

Procurement Manager

Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

Columbia, SC 29221

p 803.896-4699 m 803-608-1810

e Jessicamgoff@djj.sc.gov[Facebook](#) | [YouTube](#) | [Twitter](#)*Inspiring Change, Transforming Lives*

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

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

Good morning Jessica,

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

With sincere gratitude,

Anika Oliver


That was broken down into item 1 -11"

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

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

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Extracts from IFB with comments from FYC

	<h2 style="text-align: center;">State of South Carolina</h2>	Solicitation: Date Issued: Procurement Officer: Phone: E-Mail Address: Mailing Address:	5400024562 12/16/2022 JESSICA GOFF 18038964699 jgoff@sled.sc.gov SCDJJ Procurement Department PO Box 21069 Columbia SC 29221
Invitation For Bid			

DESCRIPTION: **Barber and Cosmetologist Services**

USING GOVERNMENTAL UNIT: **DJJ Administration**

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

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

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

NUMBER OF COPIES TO BE SUBMITTED:

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

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

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (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.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
TITLE (Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (Printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

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

Sole Proprietorship Partnership Other _____

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

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

PROTEST - CPO - MMO ADDRESS (MODIFIED)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to: protest-mmo@mmo.state.sc.us, or (b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201

UNIT PRICES REQUIRED (JAN 2006)

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

DEMONSTRATIONS REQUIRED (MODIFIED)

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

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

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

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

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

DJJ did not adhere to the requirements set forth in this contract.

III. SCOPE OF WORK/SPECIFICATIONS

STATEMENT OF WORK (JUN 2007)

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

See Attachment 4 - Email received from Jessica Goff reducing the locations from 4 to 1.

The stated duration of the contract as three-year potential life is incorrect. The contract is actually for a period of 1 year.

The Solicitation lacked the appropriate clause to award to multiple offers (see Compendium (See Attachment 3)-Reference Clause:6035-1 Award to Multiple Offerors (Jan 2006): Award may be made to more than one Offeror. [06-6035-1]

Barber Responsibilities:

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

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

Barber services will be rendered each week per facility.

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

The barbering services were awarded to another offeror.

Beautician Services :

Female Basic Haircut and Style:

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

DJJ did not provide a Change Order /Contract Modification Form when they cancelled trims from the Scope of Work.

The cancellation of trims from our contract has had a significant and detrimental impact on my staff and business. We have experienced a loss of revenue as the absence of trims has resulted in a substantial reduction in our overall revenue. As a result, we have struggled to meet our financial obligations, this has severely affected our ability to sustain our operations and jeopardize the livelihoods of our hardworking staff. The removal of trims has had a demoralizing effect on our team. They were accustomed to the additional income. The sudden loss of this opportunity coupled with the decrease in the quantity of work has left them feeling undervalued and unappreciated. In fact, all but one key staff member has made the difficult decision to resign.

(See Attachment 19) Change Order/ Contract Modification Form

(See Attachment 21) 7B025-1 (Page 37) Changes (Jan 2006) Contract Modifications

Beautician services will be rendered each week per facility.

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

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

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

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

Midlands Locations

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

**Juvenile Detention Center
1725 Shivers Road
Columbia, South Carolina 29212**

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

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

Based upon the IFB sourcing method, it would have been more appropriate for DJJ to avoid using the above aforementioned language and instead issue a change order if the quota of 1500 was not going to be met.

See Attachment 18 Nigp.org (Element 1: Establish policies and procedures related to the use of IFB.) Page 1. Criteria for use of an IFB include:

*Requirement are known and can be clearly and specifically stated.

*Price is the basis for award

*A competitive market is available for the commodity (goods and services).

Coastal Evaluation Center - 1500

Midlands Locations

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

DELIVERY DATE -- PURCHASE ORDER (JAN 2006)

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

DJJ failed to include the specified timeframe in the aforementioned clause.

III. INVOICING AND PAYMENT

Invoicing

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

DJJ failed to include the required Verification of Service Documentation [Signature of Contractor, Youth and Facility Administrator] See Attachment 20

DJJ failed to include Salon Vendors are strictly prohibited from bringing cell phones onto the premises.

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

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

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

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

The stated duration of the contract as three-year potential life is incorrect. The contract is for a period of 1 year.

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

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 090days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- SHORT FORM (JAN 2006)

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

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

PREA REQUIREMENTS

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

PREA Contractor Requirements:

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

- (a) Has not been convicted of a felony;

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Section VIII didn't provide the opportunity to input pricing based upon different locations. Furthermore, it did not include the quantity specified in section 3 (page 15).


Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	each		
Product Catg.: 95210 – Barber Services				
Item Description: Coastal Barber Services				
Internal Item Number:				

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

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	each		
Product Catg.: 95210 – Beautician Services				
Item Description: Costal Beautician Services				
Internal Item Number:				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	each		
Product Catg.: 95210 – Beautician Services				
Item Description: Midlands Beautician Services				
Internal Item Number:				

Exhibit B

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

DESCRIPTION: **Barber and Cosmetologist Services**

USING GOVERNMENTAL UNIT: **DJJ Administration**

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

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

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

NUMBER OF COPIES TO BE SUBMITTED:

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

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

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR (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.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
TITLE (Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME (Printed name of person signing above)	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

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

Sole Proprietorship Partnership Other _____

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

PAGE TWO

(Return Page Two with Your Offer)

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

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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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 - ADDRESS AND PHONE OF THE IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(I)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

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

PAGE TWO (SEP 2009)

End of PAGE TWO

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006)

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

MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)

Start date: 01/12/2023 End date: 1/11/2024. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

[01-1040-1]

Contract Dates: 1/12/2023-1/11/2024

1/12/2024-1/11/2025

1/12/2025-1/11/2026

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

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

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

[11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

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

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

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

US or WE means the using governmental unit.

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

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

[02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT (FEB 2015)

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

AWARD NOTIFICATION (FEB 2015)

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

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:
<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)

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

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

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

participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015)

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

PROTESTS (MAY 2019)

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

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015)

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

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

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

[02-2A105-2]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/>

[02-2A120-3]

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

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MODIFIED)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) **Facsimile or modifications, or withdrawals, will not be considered.**

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

VENDOR REGISTRATION MANDATORY (JAN 2006)

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

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

OFFERING BY ITEM (JAN 2006)

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

ON-LINE BIDDING INSTRUCTIONS (MAR 2015)

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

(b) Steps for On-Line Bidding

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

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

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

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

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

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

[02-2B105-2]

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

PREFERENCES - A NOTICE TO VENDORS (SEP 2009)

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

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009)

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

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

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

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

PROTEST - CPO - MMO ADDRESS (MODIFIED)

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to: protest-mmo@mmo.state.sc.us, or (b) by post or delivery to: 1201 Main Street, Suite 600, Columbia, SC 29201

UNIT PRICES REQUIRED (JAN 2006)

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

DEMONSTRATIONS REQUIRED (MODIFIED)

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

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

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

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

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

III. SCOPE OF WORK/SPECIFICATIONS

STATEMENT OF WORK (JUN 2007)

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

Barber Responsibilities:

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

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

Barber services will be rendered each week per facility.

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

Beautician Services :

Female Basic Haircut and Style:

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

Beautician services will be rendered each week per facility.

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

DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)

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

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

Midlands Locations

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

Juvenile Detention Center

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

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

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

Coastal Evaluation Center - 1500

Midlands Locations

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

DELIVERY DATE -- PURCHASE ORDER (JAN 2006)

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

III. INVOICING AND PAYMENT

Invoicing

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

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

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

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

[04-4015-3]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015)

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

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MAR 2015)

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

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

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD BY ITEM (JAN 2006)

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

AWARD CRITERIA -- BIDS (JAN 2006)

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

CALCULATING THE LOW BID

Attach a detail price list for each service

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

[06-6050-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

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

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)

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

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

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

contracts may include discounts for prompt payment on individual invoices.

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

[07-7A020-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EFT INFORMATION (FEB 2021)

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

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015)

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015)

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

PAYMENT and INTEREST (FEB 2021)

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

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

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

[PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

VII. TERMS AND CONDITIONS -- B. SPECIAL

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT - SHORT FORM (FEB 2015)

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

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)

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

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all

licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

LIMITATION OF LIABILITY -- SINGLE AGENCY (MAY 2020)

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

RELATIONSHIP OF THE PARTIES (JAN 2006)

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

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009)

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

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

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

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

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

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

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 090days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- SHORT FORM (JAN 2006)

The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

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

PREA REQUIREMENTS

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

PREA Contractor Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS – ADDITIONAL

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	each		
Product Catg.: 95210 – Barber Services				
Item Description: Coastal Barber Services				
Internal Item Number:				

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

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	each		
Product Catg.: 95210 – Beautician Services				
Item Description: Costal Beautician Services				
Internal Item Number:				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	each		
Product Catg.: 95210 – Beautician Services				
Item Description: Midlands Beautician Services				
Internal Item Number:				

IX. ATTACHMENTS TO SOLICITATION

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

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

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

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

For information about other withholding requirements (e.g., employee withholding), contact the South Carolina Department of Revenue at 1-844-898-8542 or visit the Department's website at: **dor.sc.gov**

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

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

[09-9005-5]

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

Statement of Award

Posting Date: February 8, 2023

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

The State awards the contract(s) noted below. This document is the final Statement of Award, effective February 21, 2023 at 5:00pm. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

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

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

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

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

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

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

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

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

Contract Number: 4400030956

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

Total Potential Value: \$ 81,840.00

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

Midlands Barber Services

Based on 5280 cuts for a year

Item	Description	Unit Price	Total
00001	Midlands Barber Services	\$ 15.50	\$ 81,840.00

Procurement Officer

JESSICA GOFF

Exhibit D

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

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

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

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

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

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

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

21. FYCB’s allegations relating to the Bidding Schedule are untimely² and should have been made in a protest under *S.C. Code Ann.* §11-35-4210 -- they are not the proper subject of a contract controversy and should be dismissed.

FOR A FIRST COUNTERCLAIM

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,
MONTGOMERY WILLARD, LLC

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

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

Columbia, South Carolina
September 20, 2023

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

Statement of Award

Posting Date: February 8, 2023

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

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

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

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

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

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

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

EXHIBIT A TO DJJ'S RESPONSE TO REQUEST FOR RESOLUTION

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

Contract Number: 4400030956

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

Total Potential Value: \$ 81,840.00

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

Midlands Barber Services

Based on 5280 cuts for a year

Item	Description	Unit Price	Total
00001	Midlands Barber Services	\$ 15.50	\$ 81,840.00

Procurement Officer

JESSICA GOFF

Jessica M. Goff

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

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

Yes

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

Ok to be clear a trim is 103.00 ?



Thank you,

Jessica M Goff

Procurement Manager
Office of Fiscal Affairs

Winthrop Building

P.O. Box 21069

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

e Jessicamgoff@djj.sc.gov

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

Inspiring Change, Transforming Lives

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

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

Good morning Jessica,

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

With sincere gratitude,

Anika Oliver

That was broken down into item 1 -11"

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

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

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.


Barber Services

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

Beautician Services

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

Exhibit E

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

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

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

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


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

NUMBER OF COPIES TO BE SUBMITTED:

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

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

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <i>Flaunt Your Curves Boutique LLC</i> <small>(Full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED <i>1/4/23</i>
TITLE <i>owner</i> <small>(Business title of person signing above)</small>	STATE VENDOR NO. <i>7000315487</i> <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <i>Anika Oliver</i> <small>(Printed name of person signing above)</small>	STATE OF INCORPORATION <i>SC</i> <small>(If you are a corporation, identify the state of incorporation.)</small>

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

Sole Proprietorship
 Partnership
 Other LLC

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

PAGE TWO

(Return Page Two with Your Offer)

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

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

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

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

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

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

IV. INFORMATION FOR OFFERORS TO SUBMIT

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

You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

MINORITY PARTICIPATION (DEC 2015)

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

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

If so, please list the certifying governmental entity: SM BCC

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

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

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

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

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

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

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

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

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

[04-4015-3]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

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

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

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

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

Barber Services

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

Beautician Services

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

FLAUNT YOUR CURVES BOUTIQUE LLC

Contact Person-Anika Oliver (843)501-6999

Business Phone-(843)297-8287

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

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

Duns-106586317

Cage Number-9DQB9

www.flauntyourcurvesboutique.com

UEI-DTJJHNUCJRS9

EIN-83-0807415

Summary

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

Capability

We are experts in the area of:

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

Expertise

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

Past Performances

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

Certification In the State of SC

Women and Minority Owned Business Certified

Exhibit F

Dear Mr. White,

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

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

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

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

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

Best Regards,

Anika Oliver

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October 10, 2023

BY EMAIL TO: jwhite@mmo.sc.gov

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

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

Dear Mr. White:

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

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

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

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

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

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

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

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

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

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

Sincerely,

MONTGOMERY WILLARD, LLC



Michael H. Montgomery

CB/cb

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