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EXECUTIVE DIRECTOR

Bid Correction Decision

Matter of: Postal Plus Experts LLC

File No.: 2025-132

Posting Date: April 10, 2025

Contracting Entity: State Fiscal Accountability Authority, Division of Procurement Services

Solicitation No.: 5400027623

Description: STC for Mail Services, Pre-Sort & Barcode

DIGEST

The Chief Procurement Officer (CPO) denies request for upward correction to low bid due to a mistake that will cause substantial loss where the bidder failed present clear and convincing evidence of both the existence of a mistake that was clerical in nature and the intended bid price. Postal Plus Experts LLC's (PPE) request is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-1520(7) and Regulation 19-445.2085. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

On December 3, 2024, the State Fiscal Accountability Authority, Division of Procurement Services (the Division) issued a solicitation for competitive sealed bids to provide mail services to include metering, presorting and bar coding for letters, cards and flats for the Columbia and Greenville/Spartanburg areas. [Exhibit B] On December

17, 2024, the Division issued Amendment 1 making limited modifications to the solicitation. [Exhibit C] On January 6, 2025, the Division issued Amendment 2 superseding both the initial solicitation and amendment 1.¹ [Exhibit D] As used hereinafter, any reference to the solicitation is a reference to Amendment 2.

The solicitation was divided into four lots: Lots 1 and 2 were for Columbia area services and Lots 3 and 4 were for Greenville/Spartanburg area services. The bid schedule provided for unit price bidding.

By the deadline for receipt of proposals, January 24, 2025, the Division received two bids. [Exhibit E] PPE was the low bidder on Lots 3 and 4 and Consolidated Mailing Services, LLC (Consolidated) was low bidder on Lots 1 and 2. On February 14, 2025, the Division posted a notice of Intent to Award a contract to PPE for Lots 3 and 4 and Consolidated for Lots 1 and 2. [Exhibit F]

The same day DPS posted the notice of Intent to Award, PPE emailed the procurement officer asking to correct its bid pricing due to postal rate increases that would cause it substantial loss. [Exhibit G] However, per the solicitation the cost of postage is a pass-through cost to be paid by the State.

On March 14, 2025, PPE again asked for bid correction to add a charge for travel expenses. [Exhibit H] That same day, the procurement officer responded that the “contract will not change.” [Id.] On March 17, 2025, PPE responded to the procurement officer stating the matter will cause financial harm and referencing Section 11-35-1520(7) for the proposition that PPE could correct its bid. [Id.] PPE seems to argue that it believed the pickup locations for the Greenville/Spartanburg area services were in Columbia and it based its pricing accordingly. On March 19, 2025, the procurement officer advised that a change to PPE’s bid price was not possible, but that PPE could request to withdraw its bid in writing to the CPO. [Id.] Later that same day and again on March 20, 2025, PPE continued to raise the issue of increase postage prices. [Id.] On March 20, 2025, the procurement officer responded that the price of postage was a pass-through charge to the State and, therefore, was not to be included in the bid price. [Id.]

On March 20, 2025, PPE submitted a Freedom of Information Act (FOIA) request to DPS asking for bid documentation. [Exhibit I] The procurement officer responded with the requested information that same day. [Id.]

On March 20, 2025, PPE submitted its request to the CPO requesting an upward correction of bid due to “an error in my initial pricing” that will “potentially cause financial harm to my company.” [Exhibit A] Subsequently, the

¹ Because the original solicitation and Amendment 1 were superseded and are irrelevant to this matter, the CPO has not included the original solicitation in full in Exhibits B.

Chief Procurement Officer for Supplies and Services (CPOS&S) contacted PPE about the documentation needed to consider its request.² On April 2, 2025, PPE emailed the CPO with more information including, for the first time, the amount of the requested correction. [Exhibit J] That same day, PPE called the CPO to follow-up on the matter. The CPO returned PPE's call after reviewing its email and advised PPE of the type of documentation necessary to support a request to withdraw and emphasized the need for documentation that was clearly prepared before bids were due. On April 3, 2025, PPE emailed the CPO stating:

I wanted to inform you that I have already brought this matter to the attention of the procurement officer. Unfortunately, I was not allowed to include my price for travel in my bid, and I was only given the option to withdraw it.

Could you please clarify specifically what is allowed for the electronic audit trail? I have forwarded this email from when I initially requested a correction to my bid. I hope this provides sufficient information, as it includes both the date and time of my request.

As a small business owner, I'm hopeful that you will make this process as straightforward as possible, allowing me to meet or even exceed the requirements for this contract. This is my very first government contract, and I look forward to your guidance and assistance.

[Exhibit K]

The email PPE forwarded is dated March 14, 2025. [Id.] The bid opening was on January 24, 2025. On April 3, 2025, the CPO replied

We need actual bid preparation documentation predating the bid opening date showing what you intended to bid for mileage at that time and showing the mathematical error that resulting [sic] in the failure to include that amount in your final bid. The electronic audit trail is documentation in the bid preparation system showing every change made to your bid preparation documentation and the date of the change. This will typically be screen shots. All dates must predate the bid opening date.

Submit whatever additional documentation you believe supports your request to us by Monday and we will address this next week.

[Id.]

On April 4, 2025, PPE responded with a summary of events and a screenshot from the solicitation of bidder question 8 and the State's response. PPE did not provide any other documentation. However, on April 8, 2025, during the CPO's administrative review, PPE clarified that in addition to the correction

² This is a services procurement under the authority of the CPOS&S. However, due to other pressing matters, the CPOS&S has asked the CPO (CPO for Construction and CPO of Information Technology) to address this matter on her behalf. See S.C. Code Ann. §11-35-840.

amounts requested on April 2, 2025, PPE was also requesting compensation for travel time of \$50.00/Hour. [Exhibit L]

DISCUSSION

The Procurement Code addresses the correction or withdrawal of bids stating:

Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation and re-award of awards or contracts, after award but before performance, may be permitted in accordance with regulations promulgated by the board. **After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition must not be permitted.** After opening, bids must not be corrected or withdrawn except in accordance with the provisions of this code and the regulations promulgated pursuant to it. Except as otherwise provided by regulation, **all decisions to permit the correction** or withdrawal of bids, or to cancel awards or contracts, after award but before performance, **must be supported by a written determination of appropriateness made by the chief procurement officers** or head of a purchasing agency.

S.C. Code Ann. §11-35-1520(7) [emphasis supplied]

PPE seems to interpret this provision as an unlimited right to be allowed to correct bids after bid opening.

However, the language itself limits post bid opening corrections to those that are not “prejudicial to the interest of the State or fair competition.”

The regulations promulgated by the board pursuant to Section 11-35-1520(7) state:

Correction or Withdrawal of Bids; Cancellation of Awards.

A. General Procedure.

(1) A bidder or offeror must submit in writing a request to either correct or withdraw a bid to the procurement officer. Each written request must document the fact that the bidder's or offeror's mistake is clearly an error that will cause him substantial loss. All decisions to permit the correction or withdrawal of bids shall be supported by a written determination of appropriateness made by the chief procurement officers or head of a purchasing agency, or the designee of either.

B. Correction Creates Low Bid.

To maintain the integrity of the competitive sealed bidding system, a bidder shall not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid unless the mistake is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

Reg. 19-445.2085

Per this regulation, PPE would be allowed to correct its bid if the mistake and the correction were clearly evident from examining PPE's bid. That is not the case here. PPE argues that based on Consolidated's bid at a much

higher unit price, it is obvious PPE made a mistake. But even if that were correct, the amount of the bid correction is not obvious on the face of PPE's bid.³

The foregoing does not end the matter since in this case PPE is already the low bidder. In *Martin Engineering, Inc., v. Lexington County School District One*, 365 S.C. 1, 615 S.E.2d 110 (2005), the Supreme Court found that the language of Regulation 19-445.2085B does not confine the review of a request for correction to the bid document itself "where the bid correction does not cause the bidder to have the low bid." However, the Court also essentially recognized that the standard of proof of the mistake is critical to determining the issue of prejudice (i.e. allowing a bid correction without proof of a mistake or amount of the correction is clearly prejudicial to the interest of the State). The Court addressed the evidence supporting the request for correction noting the evidence of the intended bid for the omitted work (i.e. the correction) was in existence prior to bid opening. In that case, the low bidder, Sharp, claimed to have mistakenly omitted the bid price of its built-up roofing subcontractor, Watts, from its bid price to the District. However, Sharp's bid listed Watts as its built-up roofing subcontractor showing that Sharp intended to use Watts bid price. Moreover, three other bidders used Watts bid price in their bids to the District establishing that the copy of Watts's bid Sharp submitted to the District in support of its claim was not a post bid opening fabrication. Both the record in that case⁴ and other authorities, support the proposition that the standard of proof for correction of a bid mistake not evident on the face of the bid is clear and convincing evidence of both the mistake and the correction. See Brunner & O'Connor on construction Law, §2:118 (citing *Wildwood v. Gibbs & Register, Inc.*, 694 So.2d 763 (Fla. Dist. Ct. App. 5th Dist. 1197); *Department of Transp. v. American Ins. Co.*, 491 S.E.2d 328 (Ga.1997)).

In this case, there is no pre-bid evidence of either the nature of the mistake⁵ or the amount of the mistake (i.e. the amount of correction). In such case, to allow a bid correction is clearly prejudicial to the interest of the State in

³ PPE's bid prices were the same prices the State was paying under the existing contract that was scheduled to expire on April 4, 2025. For this reason, DPS did not suspect that PPE's bid might be a mistake.

⁴ According to the record on appeal, Sharp submitted portions of its computer generated bid takeoff sheets that showed that Sharp included Watts' pricing in its bid prices for the alternates but not the base bid. Sharp attributed this mistake to a keying error.

⁵ In competitive sealed bidding, there are generally two types of mistakes that may result in a request for bid correction: 1) a bidder's mistakes in judgment and 2) a bidder's mistake of fact. A mistake in judgment is not correctable. On the other hand, if all the requirements of the Procurement Code are met, a mistake of fact in a bid is correctable. "A 'mistake in judgment' exists when a bidder, even though not mistaken about existing facts, is mistaken about what business action should be taken based upon (1) existing facts, or (2) predicted future facts." Brunner & O'Connor on Construction Law, §2:120. Mistakes of fact result from such things as unintentional arithmetic errors, typographical errors, transposition errors, decimal misplacement, or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid. See Brunner & O'Connor on Construction Law, §2:119.

safeguarding a procurement system of qualify and integrity which treats all bidders fairly and equitably. See S.C. Code Ann. §11-35-20. This is especially so since Consolidated's bid prices for the same work have been revealed. Were the State to allow a correction in this case, Consolidated would be in its rights to protest.

While any upward correction of a low bid unsupported by pre-bid evidence or evidence on the face of the bid itself is prejudicial to the interest of the State and fair competition, the closeness of PPE's proposed revised prices to Consolidated's bid prices as shown below highlight the prejudice.

Lot 3 Presort Barcode Letters and Cards- Greenville/Spartanburg Area-Metered		
PPE's original unit price per piece	PPE's requested unit price per piece	Consolidated's unit price per piece
\$0.06	\$0.73	\$0.75
Lot 3 Presort Barcode Letters and Cards- Greenville/Spartanburg Area-Unmetered		
PPE's original unit price per piece	PPE's requested unit price per piece	Consolidated's unit price per piece
\$0.10	\$0.75	\$0.80
Lot 4 Presort Barcode Flats- Greenville/Spartanburg Area-Metered		
PPE's original unit price per piece	PPE's requested unit price per piece	Consolidated's unit price per piece
\$0.23	\$0.90	\$0.95
Lot 4 Presort Barcode Flats- Greenville/Spartanburg Area-Unmetered		
PPE's original unit price per piece	PPE's requested unit price per piece	Consolidated's unit price per piece
\$0.27	\$1.11	\$1.15

On top of these amounts, PPE wants to add \$50 per hour for travel time.

PPE's email exchanges suggests that the solicitation was the cause of its mistake and is evidence of its mistake. However, the solicitation clearly states, "[a]ny pricing provided by contractor shall include all costs for performing the work associated with that price." [Exhibit D, p. 25] Moreover, the solicitation

was clear that services were to be provided in two areas, Columbia and Greenville/Spartanburg. [Id. at pp. 4 and 37]

PPE also relies on question and response 8 in the solicitation:

8. Could you please provide the location for mail pickup?

State's response: No Change. See Section I. Potential Participation List. This list is not an all-inclusive list, nor a guaranteed list. Any state agency, political subdivisions or governmental body may utilize the state term contract.

Elsewhere, the solicitation makes clear that any state agency, institution of higher learning, and political subdivision could use the contract. [Exhibit D, pp. 5 (definition of Using Governmental Unit) and 4 ("The contract is available to all governmental bodies and political subdivisions of the state of South Carolina.")] The solicitation was also clear that the mail was "to be picked up at each requesting Using Governmental Unit." [Id. at p. 15] Therefore, the pickup locations would vary and there was no way for the procurement officer to provide specific locations.

PPE also relies on the "Potential Participation List" published in the solicitation. [Id. at p. 4] This is a list of state agencies and institutions of higher learning. PPE argues that they looked up these agencies and the majority were in Columbia so it assumed pickup locations would be in Columbia. There are several problems with this argument. First Lots 3 and 4 were clearly for pickup, sorting, metering, and bar coding of mail in the Greenville/Spartanburg area. Second, not all entities listed have their primary location in Columbia. Third, many state agencies have their central office in Columbia but have satellite offices in other areas of the State, including Greenville/Spartanburg.⁶ Finally, this list has a notation stating:

The list above is not all inclusive of the potential users of the contract, nor is it a guarantee that any agency listed will participate in the contract. The contract is available to all governmental bodies and political subdivisions of the state of South Carolina.

In short, the solicitation does not support PPE's claim of mistake or provide evidence of mistake.

DECISION

For the foregoing reason, the CPO denies PPE's request to make an upward correction to its bid. Further, given that PPE has expressed that performing this contract will cause financial hardship, it should inform the

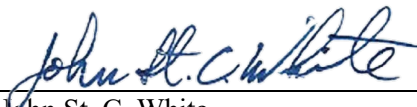
⁶ The solicitation does not provide a location for any of the listed entities.

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Case No. 2025-132

April 10, 2025

procurement officer immediately whether it will seek to withdraw its bid or perform the contract at the prices it bid.

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 2024)

The South Carolina Procurement Code, in Section 11-35-4410, subsection (1)(b), states:

(1) Creation. There is hereby created the South Carolina Procurement Review Panel which shall be charged with the responsibility to review and determine de novo:
(b) requests for review of other *written determinations*, decisions, *policies*, and *procedures* arising from or concerning the procurement of supplies, services, information technology, or construction procured in accordance with the provisions of this code and the ensuing regulations; except that a matter which could have been brought before the chief procurement officers in a timely and appropriate manner pursuant to Sections 11-35-4210, 11-35-4220, or 11-35-4230, but was not, must not be the subject of review under this paragraph. Requests for review pursuant to this paragraph must be submitted to the Procurement Review Panel in writing, setting forth the grounds, within fifteen days of the date of the written determinations, decisions, policies, and procedures.

(Emphasis added.) See generally *Protest of Three Rivers Solid Waste Authority by Chambers Development Co., Inc.*, Case Nos. 1996-4 & 1996-5, *Protest of Charleston County School District*, Case No. 1985-5, *Charleston County School Dist. v. Leatherman*, 295 S.C. 264, 368 S.E.2d 76 (Ct.App.1988).

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

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

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

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

Name of Requestor

Address

City

State

Zip

Business Phone

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

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

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

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

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

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

Exhibit A

From: [Sikeria Drayton](#)
To: [Protest-MMO](#)
Cc: [Hardee, Ginger](#); [Speakmon, Michael](#)
Subject: [External] Correction of Bid Price After Awarded Solicitation: 5400027623
Date: Thursday, March 20, 2025 5:06:11 PM
Attachments: [Outlook-horizontal.png](#)
[Outlook-drh0m3i.png](#)
[Bid schedule_CMS.xlsx](#)
[Bid schedule_PPE.xlsx](#)
Importance: High

Dear Chief Procurement Officer,

I hope this message finds you well.

I am writing in regard to my bid for the Greenville/Spartanburg area. While I am not a procurement expert, I do not believe that I have been afforded the Good Faith Effort required under Section 11-35-30 of the South Carolina Procurement Code.

Unfortunately, I made an error in my initial pricing by not including travel costs for the region. My price is significantly lower—eight times less than the other vendor, Consideration Mailing. This discrepancy could potentially cause financial harm to my company.

According to my understanding of Section 19-445-2085 of the South Carolina Procurement Regulations, you have the authority to grant a price increase if I can demonstrate the potential financial harm my company may face by providing these services without a price increase or adjustment. However, I have been informed by Ginger Hardee and Michael Speakmon that I can only withdraw my bid and not request a price adjustment.

I believe this is a misunderstanding, as the procurement regulations provide for both withdrawal and correction as options, and I feel that the option to correct my pricing is not being fully acknowledged. It is my understanding that the law allows for such corrections in cases where there may be financial harm, as in this situation.

I am disappointed that I have only been presented with the option to withdraw, as I believe I am entitled to correct my pricing under the provisions of the procurement code. I respectfully request that you reconsider this matter and allow me to adjust my bid in accordance with the law.

Thank you for your time and attention to this matter. I look forward to your response and hope for a resolution that aligns with the state's procurement regulations.

please see attachment for reference

Sincerely,

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Services

Ad Start Date: December 3, 2024

Title: MAIL SERVICES, PRESORT & BARCODE

Purchasing Agent/Entity: State Fiscal Accountability Authority

Bid/Submittal Due Date: January 20, 2025 - 11:00am

Description:

MAIL SERVICES, PRESORT & BARCODE

Solicitation #: 5400027623

Direct Inquiries To: GINGER HARDEE

Buyer Phone#: 803-737-0687

Buyer Email: gghardee@mmo.sc.gov


Pre-Bid Information:

CONFERENCE TYPE: Pre-Bid DATE & TIME: 12/13/2024 10:00 am LOCATION: Via Teams. See Section IIB.

Full Details / Download: <https://apps.sceis.sc.gov/SCSolicitationWeb/solicitationAttachment.do?solicitnumber=5400027623>

South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201
803-737-0600 • scbo@mmo.sc.gov • <https://scbo.sc.gov> • <https://procurement.sc.gov>



	<h2 style="text-align: center;">State of South Carolina</h2> <p style="text-align: center;">Invitation For Bid</p>	Solicitation: 5400027623 Date Issued: 12/03/2024 Procurement Officer: GINGER HARDEE Phone: 803.737.0687 E-Mail Address: gghardee@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services PO Box 101103 Columbia SC 29201-3734

DESCRIPTION: **STC for MAIL SERVICES, PRE-SORT & BARCODE**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

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

SUBMIT OFFER BY (Opening Date/Time): **01/20/2025 11:00 am** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/13/2024 5:00 pm** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **1 ELECTRONIC**

CONFERENCE TYPE: **Pre-Bid**
DATE & TIME: **12/13/2024 10:00 am**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Via Teams. See Section IIB.**

AWARD &
AMENDMENTS

Award will be posted on **02/10/2025**. 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)

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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)

The purpose of this bid is to establish a statewide term contract for mail services to include metering, presorting and bar coding for letters, cards and flats for the Columbia and Greenville/Spartanburg areas.

This contract will be awarded in Lots, there is a potential of two (2) contracts being award. Lots 1 and 2 will be awarded to **one** (1) vendor for the Columbia area and Lots 3 and 4 will be awarded to one (1) vendor for the Greenville/Spartanburg area.

POTENTIAL PARTICIPATION LIST


Archives and History	Department of Transportation
Clemson University	Governor's Office
Department of Agriculture	Greenville Technical College
Department of Consumer Affairs	Labor Licensing & Regulation (LLR)
Department of Education	Retirement Systems
Department of Juvenile Justice	South Carolina Employment Security Commission
Department of Public Health	State Board for Tech Education
Department of Mental Health	State Housing Authority
Department of Natural Resources	State Museum Commission
Department of Public Safety	University of South Carolina
Department of Motor Vehicles	University of South Carolina Upstate
Department of Revenue	Worker Compensation Commission
Department of Social Services	Other State Technical Colleges
Department of Environmental Services	

NOTE: The list above is not all inclusive of the potential users of the contract, nor is it a guarantee that any agency listed will participate in the contract. The contract is available to all governmental bodies and political subdivisions of the state of South Carolina.

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

The estimated start date for this contract is **04/04/2025** and the estimated end date is **04/03/2030**. The initial term of the contract is for one (1) year with the potential for four (4) optional one-year terms. **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".

Exhibit C

	<p align="center">State of South Carolina</p> <p align="center">Invitation for Bid</p> <p align="center">Amendment #1</p>	<p>Solicitation: 5400027623 Date Issued: 12/17/2024 Procurement Officer: Ginger G Hardee Phone: 803-737-0687 E-Mail Address: gghardee@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services, MMO 1201 Main Street, Suite 600 Columbia SC 29201</p>
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DESCRIPTION: **STC for MAIL SERVICES, PRE-SORT & BARCODE**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

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

SUBMIT OFFER BY (Opening Date/Time): **01/20/2025 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/13/2024 12/20/2024 5 PM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Electronic**

<p>CONFERENCE TYPE: Pre-Bid DATE & TIME: 12/13/2024 12/20/2024 10:00 am (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</p>	<p>LOCATION: Via Teams See Section HB See <i>Join the meeting now link below in Purpose of the Amendment section.</i></p>
--	---

<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on 02/10/2025. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov</p>
--------------------------------------	--

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

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

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

☐ Sole Proprietorship
 ☐ Partnership
 ☐ Other _____
☐ Corporate entity (not tax-exempt)
 ☐ Corporation (tax-exempt)
 ☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

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

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

ACKNOWLEDGMENT OF AMENDMENTS
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009)

Preferences do not apply per 11-35-1524 (E)(3)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE

Preferences do not apply per 11-35-1524 (E)(3)

PURPOSE OF AMENDMENT


The purpose of this amendment is notify suppliers there will be a subsequent pre-bid on **12/20/2024 at 10am**. The questions must be received by **12/20/2024 at 5 pm**. Due to an administrative error there were two separate dates listed in the solicitation for the pre-bid meeting and it is necessary to perform another one and extend the time for questions for the suppliers who attempted to attend the meeting erroneously scheduled for December 16, 2024. Suppliers who attended the meeting on December 13, 2024, are not required to attend this new pre-bid meeting but are welcome to do so.

[Join the meeting now](#)

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]

Exhibit D

	State of South Carolina Invitation For Bid AMENDMENT #2	Solicitation:	5400027623
		Date Issued:	01/06/2025
		Procurement Officer:	GINGER HARDEE
		Phone:	803.737.0687
		E-Mail Address:	gghardee@mmo.sc.gov
		Mailing Address:	SFAA, Div. of Procurement Services PO Box 101103 Columbia SC 29201-3734

DESCRIPTION: **STC for MAIL SERVICES, PRE-SORT & BARCODE**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

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

SUBMIT OFFER BY (Opening Date/Time): **01/20/2025 01/24/2025 11:00 am** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **12/13/2024 01/13/2025 5:00 pm** (See "Questions From Offerors" provision) Questions limited to amended parts only.)

NUMBER OF COPIES TO BE SUBMITTED: **1 ELECTRONIC**

CONFERENCE TYPE: **Pre-Bid**
DATE & TIME: **12/13/2024 10:00 am**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

LOCATION: **Via Teams. See Section IIB.**

AWARD & AMENDMENTS

Award will be posted on **02/10/2025 02/14/2025**. 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)

(Return Page Two with Your Offer)

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

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

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):

Preferences do not apply per 11-35-1524(E)(3)

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:

Preferences do not apply per 11-35-1524(E)(3)

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

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IMPORTANT NOTICE: In order to provide a more manageable solicitation, the State has opted to issue a complete new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective Offerors should discard the original solicitation document and use this document when preparing their on-line bids.

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

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

Refer to the last pages of this solicitation entitled “Questions & Answers” for additional information concerning this solicitation.

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)

The purpose of this bid is to establish a statewide term contract for mail services to include metering, presorting and bar coding for letters, cards and flats for the Columbia and Greenville/Spartanburg areas.

This contract will be awarded in Lots, there is a potential of two (2) contracts being award. Lots 1 and 2 will be awarded to one (1) vendor for the Columbia area and Lots 3 and 4 will be awarded to one (1) vendor for the Greenville/Spartanburg area.

POTENTIAL PARTICIPATION LIST

Archives and History	Department of Transportation
Clemson University	Governor’s Office
Department of Agriculture	Greenville Technical College
Department of Consumer Affairs	Labor Licensing & Regulation (LLR)
Department of Education	Retirement Systems
Department of Juvenile Justice	South Carolina Employment Security Commission
Department of Public Health	State Board for Tech Education
Department of Mental Health	State Housing Authority
Department of Natural Resources	State Museum Commission
Department of Public Safety	University of South Carolina
Department of Motor Vehicles	University of South Carolina Upstate
Department of Revenue	Worker Compensation Commission
Department of Social Services	Other State Technical Colleges
Department of Environmental Services	

NOTE: The list above is not all inclusive of the potential users of the contract, nor is it a guarantee that any agency listed will participate in the contract. The contract is available to all governmental bodies and political subdivisions of the state of South Carolina.

MAXIMUM CONTRACT PERIOD - ESTIMATED (MODIFIED)

The estimated start date for this contract is **04/04/2025** and the estimated end date is **04/03/2030**. The initial term of the contract is for one (1) year with the potential for four (4) optional one-year terms. **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”.

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 to 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 (MAR 2024)

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. [02-2A010-3]

BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

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

BID ACCEPTANCE PERIOD (JAN 2004)

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

BID IN ENGLISH and DOLLARS (JAN 2004)

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

AUTHORITY AS PROCUREMENT AGENT (DEC 2015)

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024)

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

- (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-2]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

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

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

- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), 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 non-responsible.

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

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

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006)

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

The South Carolina Regulations are available at:
<http://www.scstatehouse.gov/coderegs/statmast.php> [02-2A040-2]

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

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

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

(1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and

(2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19- 445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities. (c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047- 3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

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

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)

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

DUTY TO INQUIRE (FEB 2015)

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

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change

orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

MULTIPLE OFFERS (MAR 2024)

Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

OMIT TAXES FROM PRICE (JAN 2004)

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

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]

PRICING (MAR 2024)

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

PROTESTS (MAR 2024)

(a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to DocReq@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)

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

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

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

PUBLIC OPENING (JAN 2004)

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

QUESTIONS FROM OFFERORS (FEB 2015)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

QUESTIONS FROM OFFERORS - AMENDMENT (MODIFIED)

This solicitation is amended as provided herein. Information or changes resulting from questions may be shown in a question-and-answer format. All questions received have been reprinted and added at the end of the solicitation. The "State's Response" should be read without reference to the questions. The questions are included solely to provide a cross-reference to the potential Offeror that submitted the questions. Questions do not form a part of the contract; the "State's Response" does. Any restatement of part or all of an existing provision of the solicitation does not modify the original provision except as follows: underlined text is added to the original provision. Stricken text is deleted.

REJECTION/CANCELLATION (JAN 2004)

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

RESPONSIVENESS (MAR 2024)

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

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a)

through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (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 workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/> [02-2A120-3]

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

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

SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer

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

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (APR 2024)

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification 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, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov> . [02-2A135-2]

VENDOR REGISTRATION MANDATORY (MAR 2024)

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 Doing Business with Us. Then 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 and know your User ID and Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at South Carolina Business One Stop, <http://scbos.sc.gov>) [02-2A145-2]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

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

II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

BID SAMPLES OR DESCRIPTIVE LITERATURE (MAR 2024)

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. 9-445.2077D. [02-2B017-1]

~~CONFERENCE – PRE-BID/PROPOSAL (MODIFIED)~~

~~Pre Bid/Proposal Conference Date and Time: 12/16/2024 10:00 AM~~

~~Location of Pre Bid/Proposal Conference: MICROSOFT TEAMS (See Link below)~~

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

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

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

[Click here to join meeting](#)

MAIL PICKUP (JAN 2006)

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

OFFERING BY LOT (JAN 2006)

Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

ON-LINE BIDDING INSTRUCTIONS (MODIFIED)

(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 “Doing Business with Us” and then “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.

(c) If you have problems entering an on-line offer, you must contact the SCEIS Help Desk for assistance at (803) 896-0001 and follow the prompts. You may also contact the SCEIS Help Desk on-line at <http://www.sceis.sc.gov/vendorrequests/>. Do not contact the Procurement Officer with problems entering an offer into the system. Only questions regarding the solicitation document should be addressed with the Procurement Officer.

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

PROTEST - CPO - MMO ADDRESS (MAR 2024)

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

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

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

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY (MAR 2024)

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. [02-2B127-1]

UNIT PRICES REQUIRED (JAN 2006)

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

III. SCOPE OF WORK/SPECIFICATIONS

STATEMENT OF WORK (MODIFIED)

GENERAL REQUIREMENTS

- A. All mail to be presorted/bar coded is to be picked up at each requesting Using Governmental Unit (UGU) to be presorted/bar coded by a mutually agreed upon time with the UGU. All mail must be and transported by the contractor, at their expense, to their place of business for metering, presorting and bar coding. The mail then needs to be delivered to USPS for same day mailing (or at another mutually agreed upon time with the UGU) using vehicles which can be securely locked and which are properly identified.
- B. All required equipment and supplies must be furnished by the contractor.
- C. The contractor's place of business must be located in a secure and well lighted area which is under regular surveillance. Approval of security rest with the State.
- D. The contractor shall be required to store large quantities of envelopes and other materials which the agency will have dropped shipped to his location. Therefore, the contractor will be required to have the necessary facilities to store these materials in an environmentally controlled area.
- E. The contractor shall provide a Fidelity Bond in the amount \$100,000 for Lot 1 and Lot 2. The bond must remain valid for the duration of the contract.
- F. The contractor shall provide a Fidelity Bond in the amount of \$25,000 for Lot 3 and Lot 4. The bond must remain valid for the duration of the contract.

PERSONNEL REQUIREMENTS

- A. The contractor shall provide evidence when requested by the State that each employee involved in the presorting or handling of mail has an unblemished police record verified by the South Carolina Law Enforcement (SLED). A law enforcement clearance must be on file for every person employed during the life of this resulting contract.
- B. The contractor shall be required to have all employees sign a statement to recognize the confidentiality and sanctity of the mail. This statement must be kept on file and available to the State upon request during the life of this Contract.

TRANSPORTATION REQUIREMENTS

- A. All vehicles must be clearly marked and identified with the contractor's name.
- B. Every vehicle used in transportation of mail must be equipped with means of securing mail.
- C. All personnel assigned to operate vehicles shall have a valid South Carolina Driver's License. The contractor shall be responsible for verifying each operator's driving record every calendar year and maintain this information on file. This information is subject to inspection by the State during the life of this Contract.

ADMINISTRATIVE REQUIREMENTS

- A. The contractor's files and place of business pertaining to the handling and sorting of the mail must be made available to any state agency or postal service personnel for any inspections performed.
- B. The contractor shall furnish the agencies with a billing statement that is compatible with the accounting procedures used by the agency. This statement must include a chronological listing of all mail processed, showing the number of pieces received, the number of pieces qualified for discount rates, the number of residual (unqualified) pieces, the charges for the qualified pieces and amount of charges for postage to be reimbursed for residual pieces. Invoices must be furnished to agency by the 10th day of the following month. The contractor shall maintain a file of daily copies of the U.S. Postal Service form which accompanies the mail to the post office. This copy must be signed by the postal technician who certified that the mail was entered into the postal mainstream as of the date specified.
- C. The contractor shall guarantee that the mail must be delivered to the Post Office on the date shown in the meter imprint or as otherwise agreed upon date by the UGU. The contractor must also, guarantee that the mail will be entered into the postal service at the lowest possible rate for that type of mail which he is entering at the time. In the event of failure by the contractor to complete the presort operation or mail preparation the contractor shall be required to pay additional postage to enter the mail into the postal service at the proper time.
- D. If the contractor cannot provide the maximum discount available from the Postal Service, the agency has the option to use another contractor.

PRESORT FIRST CLASS MAIL REQUIREMENTS

- A. The contractor shall be required to presort all mail offered by the agency in accordance with U.S. Postal Service rules and regulations. This includes post cards, oversized letters, and flats, whether imprinted by a postage meter or mailed under a postal permit imprint.
- B. The contractor shall be required to advance to the Postal Service, on behalf of the agency, with proper postage per piece of non-qualifying (residual) mail.
- C. The contractor shall be required to perform sorting at night, on weekends and on holidays in order to meet mailing deadlines as agreed upon with using agency.
- D. The contractor shall be required to furnish the agencies with empty trays and postal equipment when requested.
- E. The contractor shall be required to return all undeliverable pieces of mail to the agency as required by the agency no later than the next business day. This will include mail with no postage, empty envelopes with postage affixed, foreign and incorrectly addressed mail, mail with no zip codes or any piece of mail that is unacceptable to the U.S. Postal Service.
- F. The contractor shall be required to follow strict accounting principles and will bill the agency only for the total number of pieces qualified for postal discounts.

BAR CODING REQUIREMENT

- A. The contractor shall be required to presort all mail offered by the agency in accordance with U.S. Postal Service rules and regulations. This includes post cards, oversized letters, and flats, whether imprinted by a postage meter or mailed under a postal permit imprint.

- B. The contractor shall be required to advance to the Postal Service, on behalf of the agency, with proper postage per piece of non-qualifying (residual) mail.
- C. The contractor shall be required to perform sorting at night, on weekends and on holidays in order to meet mailing deadlines.
- D. The contractor shall be required to furnish the agencies with empty trays when requested.
- E. The contractor shall be required to return all undeliverable pieces of mail to the agency as required by the agency no later than the next business day. This will include mail with no postage, empty envelopes with postage affixed, foreign and incorrectly addressed mail, mail with no zip codes or any piece of mail that is unacceptable to the U.S. Postal Service.
- F. The contractor shall be required to follow strict accounting principles and will bill the agency only for the total number of pieces qualified for postal discounts.
- G. Mail that cannot be bar coded with an 11 digit zip code will be presorted when feasible.
- H. The contractor shall be required to apply postage to any mail pieces that do not qualify for any postal discounts, without delay.
- I. The contractor shall make address forwarding software available to ensure that USPS "Move" and any other USPS mail forwarding requirements are maintained. (Fastforward,etc)

OPTIONAL SERVICES FOR PRE-SORTING AND BAR-CODING

- A. The Using Agency may request labeling, inserting seal, folding, affixing postage, and/or stapling mail before it can be sorted and delivered to the U.S. Postal Service. In addition, Using Agencies may require other mail services. These services will be performed within a time frame established by the agency and additional cost agreed upon between the Using Agency and the contractor.

BIDDING AND PERFORMANCE REQUIREMENTS

Bid one (1) price per piece of mail which qualifies for the presort or barcode discount. This one price per piece of qualified first-class mail includes sorting, barcoding, handling and delivery to the US Postal Service. No additional charges are acceptable or allowable for processing mail which is to be presorted/barcoded only. Machine mail, including flat mail, which is to be metered at regular presort rates will be barcoded and sorted. All postage savings greater than the normal presorted rates, acquired by the barcoding, will be refunded to the individual agency entity as applies to their mail.

The contractor's responsibility is to qualify as much mail, at the lowest postage rate, as is feasible and possible. Residual mail, barcoded or nonbarcoded, will not be considered "qualified mail"; therefore, it will not be eligible for processing charges. Charges for extra postage required for residual (unqualified) mail are to be charged back to the using State agency entities on a ratio basis determined by the total residual volume of the run, total percentage of all state agency entity's residual (or others in the run) and the percentage of that total to each state agency entity based on the agency entity's volume. Monthly invoices must show postage reimbursement charges for both barcoded and nonbarcoded residual mail.

SPECIFICATIONS FOR PRESORTED/BAR CODED MAIL SERVICES

Characteristics and Content Specifications for Letters and Cards

Maximum weight: 3.3 ounces

Shape: rectangular. Aspect ratio from 1.3 to 2.5

Dimensions: Minimum: 3 ½ inches high, 5 inches long and either 0.007 inch thick if not more than 6 ¼ inches high and 6 inches long; or 0.009 inch thick if more than 4 ¼ inches high or 6 inches long, or both.
Maximum for cards at card rates: 4 ¼ inches high, 6 inches long, and 0.016 inch thick
Maximum for letters and other cards: 6 1/8 inches high, 11 ½ inches long, and ¼ inch thick

Characteristics and Content Specifications for Flats

Maximum weight: 13 ounces

Shape: rectangular, unless greater than ¼ inch thick

Dimensions: Minimum: more than 11 ½ inches long, or more than 6 1/8 inches high, or more than ¼ inch high

Maximum: 15 inches long, 12 inches high and ¾ inch thick

This specification covers the basic requirements for presorted and bar-coded mail services. The work required includes the furnishing of all labor, transportation, equipment, and materials necessary to provide the required level of services.

SEE BIDDING SCHEDULE

See Bidding Schedule [03-3005-1]

DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

DELIVERY DATE -- 30 DAYS ARO (JAN 2006)

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

QUALITY -- NEW (JAN 2006)

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

ADMINISTRATIVE SERVICES FEE – COLLECTION AND REPORTING (MAR 2024)

(a) Procurement Services (PS) establishes and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract

pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. - Mar., Apr. - Jun., Jul. - Sep., and Oct. - Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201
Phone: (803) 737-1254 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. [03-3090-4]

ADMINISTRATIVE SERVICES FEE – CALCULATION – SPO (MAR 2024)

For each reporting period, Contractor shall pay to Procurement Services a fee equal to one and one quarter (1.25%) percent of the total dollar amount of purchases made by any public procurement unit from Contractor pursuant to this contract (excluding sales taxes and adjusted for credits or refunds). [03-3096-2]

NOTE: Refunds of USPS postage fees to using governmental units from the USPS, are NOT considered credits or refunds for administrative fee reporting and payment.

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]

An electronic copy (original Excel format is preferred) of the “Attach A Bid.xls” spreadsheet is required with your offer and must be attached with your offer in SCEIS. Failure to provide the pricing spreadsheet could deem your offer as non-responsive.

MINORITY PARTICIPATION (APR 2024)

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

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

If so, please list the certifying governmental entity: _____

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://smbcc.sc.gov> (.)

[04-4015-4]

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 -- REQUIRED INFORMATION (MODIFIED)

If requested by the Procurement Officer after bid opening, submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete. (a) The general history and experience of the business in providing work of similar size and scope. (b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.] (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contract information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ. (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years. (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any. (f) List of failed projects, suspensions, debarments, and significant litigation.

SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)

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

VI. AWARD CRITERIA

AWARD BY LOT (JAN 2006)

Award will be made by complete lot(s). [06-6015-1]

AWARD CRITERIA -- BIDS (MODIFIED)

Award will be made to the lowest responsible and responsive bidder. Award one will be made to the lowest responsive and responsible offeror for Lots 1 and 2 and award two will be made to the lowest responsive and responsible offeror for Lots 3 and 4.

CALCULATING THE LOW BID

Offeror may offer a "Price per Piece" expressed up to 4 (four) decimal places in the highlighted cells in Column A. (Example" \$0.0024). The "Estimated Extended Price" will be calculated based on the "Price Per Piece" entered. Enter the "Estimated Extended Price" from the red box in Column C into the SCEIS system as your bid price for each lot, expressed up to 2 (two) decimal places.

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]

UNIT PRICE GOVERNS (JAN 2006)

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS -- A. GENERAL

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

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

BANKRUPTCY - GENERAL (FEB 2015)

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

CHOICE-OF-LAW (JAN 2006)

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

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024)

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

CONTRACT DOCUMENTS 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 (APR 2024)

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). 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. [07-7A027-2]

EQUAL OPPORTUNITY (JAN 2006)

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

FALSE CLAIMS (JAN 2006)

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

FIXED PRICING REQUIRED (JAN 2006)

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

NO INDEMNITY OR DEFENSE (FEB 2015)

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

NOTICE (JAN 2006)

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

OPEN TRADE (JUN 2015)

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

ORGANIZATIONAL CONFLICT OF INTEREST (APR 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

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

PAYMENT and INTEREST (FEB 2021)

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

PUBLICITY (JAN 2006)

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

PURCHASE ORDERS (JAN 2006)

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

SURVIVAL OF OBLIGATIONS (JAN 2006)

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

TAXES (JAN 2006)

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

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

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

THIRD PARTY BENEFICIARY (JAN 2006)

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

WAIVER (JAN 2006)

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

VII. TERMS AND CONDITIONS -- B. SPECIAL

CHANGES (JAN 2006)

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

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

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

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

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

[07-7B025-1]

CISG (JAN 2006)

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

COMPLIANCE WITH LAWS (JAN 2006)

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

CONFERENCE -- PRE-PERFORMANCE (JAN 2006)

Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense. [07-7B040-1]

CONTRACT LIMITATIONS (JAN 2006)

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made

pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

CONTRACTOR PERSONNEL (JAN 2006)

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

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

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

DEFAULT (JAN 2006)

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

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

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

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

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

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

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

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

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

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract. [07-7B090-1]

ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV 2008)

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

INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require

that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

LICENSES AND PERMITS (JAN 2006)

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

MATERIAL AND WORKMANSHIP (JAN 2006)

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

PRICE ADJUSTMENTS (JAN 2006)

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

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

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

[07-7B160-1]

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

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

PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES" (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov [07-7B175-1]

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

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

PURCHASING CARD (JAN 2006)

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

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]

RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

SHIPPING / RISK OF LOSS (JAN 2006)

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

STATEWIDE TERM CONTRACT (FEB 2021)

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled ~~~Acceptance of Offers 10% Below Price ~~~ in Part VII.B. of

this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.

(c) Notwithstanding the ~~~ Purchase Orders ~~~ clause, a Using Governmental Unit may include additional contract terms in a purchase order if and to the extent necessary for the Using Governmental Unit (i) to comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds, or (ii) to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit~~~s data. Additional contract terms may not be used if they involve an increase in pricing or materially alter the scope of work. Contractor may decline to honor a purchase order that includes additional contract terms, but only if the Contractor provides the applicable Using Governmental Unit with prompt written notice of such rejection and the work acquired with that purchase order has not begun. For purposes of a specific purchase order, Contractor accepts additional contract terms by performing any of the work acquired with that purchase order. As used herein, "additional contract terms" means only those additional terms not otherwise expressly allowed by this contract.

(d) EFT information the Contractor provides to the State Treasurer's Office (STO) is only used to process payment of invoices to Using Governmental Units on whose behalf the STO makes payment. For all other Using Governmental Units the method of payment must be addressed in the purchase order. See clause titled "Payment & Interest."

(e) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide term contract; or (4) terminate the contractor~~~s award of any other statewide term contract. [07-7B225-4]

STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

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 one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

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

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

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

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term. [07-7B250-1]

TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

- (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.
- (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;
(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
 - (i) contract prices for supplies or services accepted under the contract;
 - (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
 - (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;
 - (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
- (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would

have been if the subcontract had contained an appropriate clause.
[07-7B265-1]

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (MODIFIED)

Offerors will provide pricing for both metered and unmetered mail. For the purposes of this solicitation, the State considers the following definitions to be accurate.

Metered Mail – Mail that is received from the UGU that has already been metered by the UGU, with the fees for said metering paid to the USPS independently of this contract. It is understood that there may be additional administrative processes required to process USPS refunds to each UGU.

Unmetered Mail – Mail that is received from the UGU that has NOT already been metered by the UGU, and the metering fees and postage fees are required to be paid to the Contractor by the UGU under this contract.

Pricing per 1000 pieces must include all fees necessary to process that type of mail. Since the actual postage fees will vary during the term of the contract, they are not to be included in the offer, but will be paid at the actual cost to the contractor by the UGU when using the unmetered mail option.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	EA		
Product Catg.: 91558 - Mailing Services (Incl. Addressing Collating etc.)				
Item Description: Lot 1 Metered				
Tendering Text: Presort Barcode Letters and Cards - Columbia Area - Metered				
Internal Item Number: 1				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	EA		
Product Catg.: 91558 - Mailing Services (Incl. Addressing Collating etc.)				
Item Description: Lot 1 Unmetered				
Tendering Text: Presort Barcode Letters and Cards- Columbia Area-Unmetered				
Internal Item Number: 2				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	1	EA		
Product Catg.: 91558 - Mailing Services (Incl. Addressing Collating etc.)				
Item Description: Lot 2 Metered				
Tendering Text: Presort Barcode Flats- Columbia Area-Metered				
Internal Item Number: 3				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	1	EA		
Product Catg.: 91558 - Mailing Services (Incl. Addressing Collating etc.)				
Item Description: Lot 2 Unmetered				
Tendering Text: Presort Barcode Flats- Columbia Area-Unmetered				
Internal Item Number: 4				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	1	EA		
Product Catg.: 91558 - Mailing Services (Incl. Addressing Collating etc.)				
Item Description: Lot 3 Metered				
Tendering Text: Presort Barcode Letters and Cards- Greenville/Spartanburg Area-Metered				
Internal Item Number: 5				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	1	EA		
Product Catg.: 91558 - Mailing Services (Incl. Addressing Collating etc.)				
Item Description: Lot 3 Unmetered				
Tendering Text: Presort Barcode Letters and Cards- Greenville/Spartanburg Area-Unmetered				
Internal Item Number: 6				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0007	1	EA		
Product Catg.: 91558 - Mailing Services (Incl. Addressing Collating etc.)				
Item Description: Lot 4 Metered				
Tendering Text: Presort Barcode Flats- Greenville/Spartanburg Area-Metered				
Internal Item Number: 7				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0008	1	EA		
Product Catg.: 91558 - Mailing Services (Incl. Addressing Collating etc.)				
Item Description: Lot 4 Unmetered				
Tendering Text: Presort Barcode Flats- Greenville/Spartanburg Area-Unmetered				
Internal Item Number: 8				

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

ATTACH A Bid schedule

ATTACH B Point of Contact

ATTACH C Sample Reporting Template

ATTACH D Vendor Questions Template

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: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration 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 <https://dor.sc.gov>

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

[09-9005-5]

OFFEROR'S CHECKLIST -- AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the state's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!**
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

[09-9010-1]

Purchase Order Attachment

Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds \$500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR <small>(full legal name of business entering this contract)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
AUTHORIZED SIGNATURE <small>(person authorized to enter binding contract on behalf of Alternate Vendor)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE <small>(procurement officer authorized to issue purchase order and sign certification)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

----- PURCHASE ORDER ATTACHMENT (APR 2015) -----

[09-9020-2]

QUESTIONS AND ANSWERS

1. Pickup times typically range from 4PM-5PM and the mail is processed and submitted same day. Do you anticipate the required pickup times to remain the same?
What time will mail be ready for pick up from the Using Governmental Units?
Do UGU's require multiple pickups throughout the day?
Does mail need to be presented at a USPS Bulk Mail Entry Unit located in Columbia, SC for Lots 1 & 2?
How will each UGU determine what date mail needs to be delivered to the post office?
Will the awarded contractor pick up mail Monday through Friday?

State's response: No Change. See section III. General requirements. The supplier and the UGU will have a mutually agreed upon time. Mail will need to be presented to the USPS Bulk Mail entry on the same day as the meter imprint, unless another mutually agreed upon time is designated.

2. Who is the current contractor and what is the current awarded bid for Lot 1 and Lot 2?
Who is the current contractor and what is the current awarded bid for Lot 3 and Lot 4?

State's response: No change. You can find the current award at this link:
<https://procurement.sc.gov/contracts/search?v=12743-9919-0-0>

3. What is the anticipated or current daily mail pick up amount for Lot 1 and Lot 2?
What is the anticipated or current daily mail pick up amount for Lot 3 and Lot 4?

State's response: No Change. See section VII. Estimated quantity. This information is not available.

4. Will all mail include sender and correctly addressed information on the envelope or postcard prior to pick up?

State's response: No Change. See Section III. General Requirements. The mail is to include sender and correctly addressed information. If a piece is undeliverable, the mail should be returned to the UGU no later than the next business day.

5. I want to confirm the administrative fee is paid quarterly to the procurement officer and is 1.25% of all quarterly sales earn by the awarded contractor.

State's response: No Change. See Section III. Administrative Services Fees. The supplier shall report to procurement services its quarterly sales and pay 1.25% of all quarterly sales excluding sales taxes and adjustments for credits or refunds no later than the last day of the month immediately following the end of the reporting period.

6. The solicitation mentions that "The Using Agency may request labeling, inserting seal, folding, affixing postage, and/or stapling mail before it can be sorted and delivered to the U.S. Postal Service." Could you please advise where I should include pricing for these services?

State's response: No Change. See Section III. Optional Services. Being this is an optional service, the supplier and UGU will agree on cost as needed.

7. Would a car magnet be suitable for the services outlined in the solicitation?

State's response: No Change. See Section III. Transportation requirements. A car magnet is suitable if it is clear and legible.

8. Could you please provide the location for mail pickup?

State's response: No Change. See Section I. Potential Participation List. This list is not an all-inclusive list, nor a guaranteed list. Any state agency, political subdivisions or governmental body may utilize the state term contract.

9. Is there a specific security system required for the mail handling process?

State's response: No change. See Section III. General requirements. There is not a specific requirement.

10. What mail forwarding system software is currently being used?

State's response: No Change. This software is selected by the current supplier.

11. Will the awarded contractor send an invoice to each Using Government Unit?

State's response: No Change. See Section III. Administrative requirements. The supplier will issue monthly invoices to each UGU separately.

12. Will the extended price equal 1000 x unit price?

State's response: No Change. See Attach A Bid Schedule. The Bid schedule is set up to multiply the unit price times 1000 (which is only an estimate) to get the sum of the extended price. The extended price will be entered into SCEIS.

Exhibit E

RFx Number		5400027623			POSTAL PLUS EXPERTS 5500095690			MAILING SERVICES LLC 5500095936		
Header Data										
Status					Submitted			Submitted		
Version Number		3			3			3		
Net value					1,353.42			1,153.62		
Currency					USD			USD		
The bidder has read and understands all Amendments.					Yes			Yes		
1. The Submitter has read and understands the terms and conditions of this solicitation.					Yes. I have read and understand the terms and conditions.			Yes. I have read and understand the terms and conditions.		
2. The offer is in accordance with the terms and conditions of this solicitation.					Yes, I am in accordance with the terms and conditions.			Yes, I am in accordance with the terms and conditions.		
Bidder Certifies that they are Current with all Admin Fee Reporting and Payments for Current and previously held Statewide Term Contracts.					Yes			Yes		
1 Lot 1 Metered - Columbia										
1 Net price		1 EA			\$ 270.00 USD			\$ 43.00 USD		
1 Unit of Measurement					EA			EA		
1 Price Unit					1			1		
1 Product ID										
1 Quantity		1 EA			1 EA			1 EA		
1 Net value					\$ 270.00 USD			\$ 43.00 USD		
1 Acceptance Status										
2 Lot 1 Unmetered - Columbia										
2 Net price		1 EA			\$ 342,000.00 USD			\$ 49,800.00 USD		
2 Unit of Measurement					EA			EA		
2 Price Unit					1			1		
2 Product ID										
2 Quantity		1 EA			1 EA			1 EA		
2 Net value					\$ 342,000.00 USD			\$ 49,800.00 USD		
2 Acceptance Status										
3 Lot 2 Metered, Flats - Columbia										
3 Net price		1 EA			\$ 150.00 USD			\$ 200.00 USD		
3 Unit of Measurement					EA			EA		
3 Price Unit					1			1		
3 Product ID										
3 Quantity		1 EA			1 EA			1 EA		
3 Net value					\$ 150.00 USD			\$ 200.00 USD		
3 Acceptance Status										
4 Lot 2 Unmetered, Flats - Columbia										

4 Net price	1 EA	\$	190.00	USD	\$	250.00	USD
4 Unit of Measurement			EA			EA	
4 Price Unit			1			1	
4 Product ID							
4 Quantity	1 EA		1	EA		1	EA
4 Net value		\$	190.00	USD	\$	250.00	USD
4 Acceptance Status							
5 Lot 3 Metered - Greenville							
5 Net price	1 EA	\$	60.00	USD	\$	750.00	USD
5 Unit of Measurement			EA			EA	
5 Price Unit			1			1	
5 Product ID							
5 Quantity	1 EA		1	EA		1	EA
5 Net value		\$	60.00	USD	\$	750.00	USD
5 Acceptance Status							
6 Lot 3 Unmetered - Greenville							
6 Net price	1 EA	\$	100.00	USD	\$	800.00	USD
6 Unit of Measurement			EA			EA	
6 Price Unit			1			1	
6 Product ID							
6 Quantity	1 EA		1	EA		1	EA
6 Net value		\$	100.00	USD	\$	800.00	USD
6 Acceptance Status							
7 Lot 4 Metered, Flats - Greenville							
7 Net price	1 EA	\$	230.00	USD	\$	950.00	USD
7 Unit of Measurement			EA			EA	
7 Price Unit			1			1	
7 Product ID							
7 Quantity	1 EA		1	EA		1	EA
7 Net value		\$	230.00	USD	\$	950.00	USD
7 Acceptance Status							
8 Lot 4 Unmetered, Flats - Greenville							
8 Net price	1 EA	\$	270.00	USD	\$	1,150.00	USD
8 Unit of Measurement			EA			EA	
8 Price Unit			1			1	
8 Product ID							
8 Quantity	1000 EA		1,000.00	EA		1,000.00	EA
8 Net value		\$	270.00	USD	\$	1,150.00	USD
8 Acceptance Status							

Offer Lots 1-2
Offer Lots 3-4
COVERPAGE & SIGNATURE
DUNS & BRADSTREET
SC SEC OF STATE
ACK AMEND 1
POINT OF CONTACT
ATTACH A BIDDING SCHEDULE
COI
VENDOR NUMBER
ADMIN FEES

342,610.00
660.00
yes
yes
yes
yes
yes
no
7000357263
N/A

50,293.00
3,650.00
yes
yes
yes
yes
yes
yes
7000108075
Yes.

sikeria@postalplusex
pert.com
803-260-8462

bridget.fisher@solutionsusa.com
[803-794-9487 x 1003](tel:803-794-9487)

Postal Plus Experts LLC

ATTACHMENT A

MAIL SERVICES, PRE-SORT & BARCODE BID SCHEDULE

Offerors may offer a "Price per Piece" expressed up to 4 decimal places in the highlighted cells in Column A. (Example: \$0.0024)

The "Estimated Extended Price" will be calculated based on the "Price Per Piece" entered.

Please enter the "Estimated Extended Price" into SCEIS as your bid price for each lot.

Lot 1 Presort Barcode Letters and Cards - Columbia Area - Metered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>
0.2700	1,000	\$270.00

Please enter this number as your Unit Price for Lot 1 - Metered - Columbia in SCEIS

Lot 1 Presort Barcode Letters and Cards- Columbia Area-Unmetered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Ounces</u>	<u>Estimated Extended Price</u>
0.5700	600,000	\$342,000.00

Please enter this number as your Unit Price for Lot 1 - Unmetered - Columbia in SCEIS

Lot 2 Presort Barcode Flats- Columbia Area-Metered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>
0.1500	1,000	\$150.00

Please enter this number as your Unit Price for Lot 2 - Metered, Flats - Columbia in SCEIS

Lot 2 Presort Barcode Flats- Columbia Area-Unmetered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>
0.1900	1,000	\$190.00

Please enter this number as your Unit Price for Lot 2 - Unmetered, Flats - Columbia in SCEIS

Lot 3 Presort Barcode Letters and Cards- Greenville/Spartanburg Area-Metered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>	
0.0600	1,000	\$60.00	Please enter this number as your Unit Price for Lot 3 - Metered - Greenville in SCEIS

Lot 3 Presort Barcode Letters and Cards- Greenville/Spartanburg Area-Unmetered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>	
0.1000	1,000	\$100.00	Please enter this number as your Unit Price for Lot 3 - Unmetered - Greenville in SCEIS

Lot 4 Presort Barcode Flats- Greenville/Spartanburg Area-Metered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>	
0.2300	1,000	\$230.00	Please enter this number as your Unit Price for Lot 4 - Metered, Flats - Greenville in SCEIS

Lot 4 Presort Barcode Flats- Greenville/Spartanburg Area-Unmetered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>	
0.2700	1,000	\$270.00	Please enter this number as your Unit Price for Lot 4- Unmetered, Flats - Greenville in SCEIS

Consolidated Mailing Services, LLC

ATTACHMENT A

MAIL SERVICES, PRE-SORT & BARCODE BID SCHEDULE

Offerors may offer a "Price per Piece" expressed up to 4 decimal places in the highlighted cells in Column A. (Example: \$0.0024)

The "Estimated Extended Price" will be calculated based on the "Price Per Piece" entered.

Please enter the "Estimated Extended Price" into SCEIS as your bid price for each lot.

Lot 1 Presort Barcode Letters and Cards - Columbia Area - Metered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>
0.0430	1,000	\$43.00

Please enter this number as your Unit Price for Lot 1 - Metered - Columbia in SCEIS

Lot 1 Presort Barcode Letters and Cards- Columbia Area-Unmetered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Ounces</u>	<u>Estimated Extended Price</u>
0.0830	600,000	\$49,800.00

Please enter this number as your Unit Price for Lot 1 - Unmetered - Columbia in SCEIS

Lot 2 Presort Barcode Flats- Columbia Area-Metered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>
0.2000	1,000	\$200.00

Please enter this number as your Unit Price for Lot 2 - Metered, Flats - Columbia in SCEIS

Lot 2 Presort Barcode Flats- Columbia Area-Unmetered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>
0.2500	1,000	\$250.00

Please enter this number as your Unit Price for Lot 2 - Unmetered, Flats - Columbia in SCEIS

Lot 3 Presort Barcode Letters and Cards- Greenville/Spartanburg Area-Metered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>	
0.7500	1,000	\$750.00	Please enter this number as your Unit Price for Lot 3 - Metered - Greenville in SCEIS

Lot 3 Presort Barcode Letters and Cards- Greenville/Spartanburg Area-Unmetered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>	
0.8000	1,000	\$800.00	Please enter this number as your Unit Price for Lot 3 - Unmetered - Greenville in SCEIS

Lot 4 Presort Barcode Flats- Greenville/Spartanburg Area-Metered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>	
0.9500	1,000	\$950.00	Please enter this number as your Unit Price for Lot 4 - Metered, Flats - Greenville in SCEIS

Lot 4 Presort Barcode Flats- Greenville/Spartanburg Area-Unmetered

Estimated Quantity - 1000 pieces

<u>Price Per Piece</u>	<u>Estimated Pieces</u>	<u>Estimated Extended Price</u>	
1.1500	1,000	\$1,150.00	Please enter this number as your Unit Price for Lot 4- Unmetered, Flats - Greenville in SCEIS

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

Intent to Award

Posting Date: February 14, 2025

Solicitation: 5400027623

Description: MAIL SERVICES, PRESORT & BARCODE

Agency: Statewide Term Contract

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **April 04, 2025**. 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.**

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.

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

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

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

Initial Contract Period: April 04, 2025, through April 03, 2026

Maximum Contract Period: April 04, 2025, through April 03, 2030

Contract Number: 4400036517

Awarded To: CONSOLIDATED MAILING SERVICES LLC (7000108075)
1141 SILSTAR RD
WEST COLUMBIA SC 29170

Item	Description	Unit Price
00001	Lot 1 Metered - Columbia	\$ 0.0430
00002	Lot 1 Unmetered - Columbia	\$ 0.0830
00003	Lot 2 Unmetered, Flats - Columbia	\$ 0.2500
00004	Lot 2 Metered, Flats - Columbia	\$ 0.2000

Contract Number: 4400036518

Awarded To: POSTAL PLUS EXPERTS (7000357263)
11134 BROADRIVER RD, SUITE B
IRMO SC 29063

Item	Description	Unit Price
00001	Lot 3 Metered - Greenville	\$ 0.0600
00002	Lot 3 Unmetered - Greenville	\$ 0.1000
00003	Lot 4 Metered, Flats - Greenville	\$ 0.2300
00004	Lot 4 Unmetered, Flats - Greenville	\$ 0.2700

Procurement Officer
GINGER HARDEE

Exhibit G

From: [Sikeria Drayton](#)
To: [Hardee, Ginger](#)
Subject: [External] Request for Bid Price Adjustment Due to Postal Rate Increase
Date: Friday, February 14, 2025 1:32:03 PM
Attachments: [Outlook-horizontal.png](#)
[Outlook-4dx12loz.png](#)

Hi Ginger,

I hope this email finds you well. After we recently spoke regarding this contracting opportunity, I was informed that postage rates have increased after I submitted my bid offer. After researching 19-445.2085R of the procurement rules, I learned that I must formally make a request to you in writing to correct my price that will cause substantial loss after bid opening (see attached for reference).

Based upon the updated postal rates, my new bid price(s) are:
Please advise the appropriate process to request for a price increase due to the increase in postal rates. I look forward to hearing from you soon.

Best Regards,



Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

Exhibit H

From: [Hardee, Ginger](#)
To: [Sikeria Drayton](#)
Subject: FW: [External] Clarification on Charging Fee for Mail Pickup Requests
Date: Thursday, March 20, 2025 2:16:00 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
Importance: High

Good afternoon, Sikeria.

There is no intention by the State of SC to issue a plan order or change modification to reflect the price difference. As discussed in the pre-performance, the price of postage is a passthrough and is not included in your offer.

From the solicitation:

BIDDING SCHEDULE (MODIFIED)

Offerors will provide pricing for both metered and unmetered mail. For the purposes of this solicitation, the State considers the following definitions to be accurate.

Metered Mail – Mail that is received from the UGU that has already been metered by the UGU, with the fees for said metering paid to the USPS independently of this contract. It is understood that there may be additional administrative processes required to process USPS refunds to each UGU.

Unmetered Mail – Mail that is received from the UGU that has NOT already been metered by the UGU, and the metering fees and postage fees are required to be paid to the Contractor by the UGU under this contract.

Pricing per 1000 pieces must include all fees necessary to process that type of mail. Since the actual postage fees will vary during the term of the contract, they are not to be included in the offer, but will be paid at the actual cost to the contractor by the UGU when using the unmetered mail option.

You were awarded the contract for Lots 3 and 4 for the Greenville/Spartanburg area based on your submission so making a change to the awarded price is not possible. You may perform based on your offer, or you may request to withdraw your offer in writing to the Chief Procurement Officer and describe in detail how performing on the contract will cause a substantial loss, see below as per SC Code section 11-35-1520 and regulation 19-445.2085

Please let me know by COB today how you wish to proceed.

Thank you,



Ginger G Hardee | Procurement Manager | Supplies & Services Contracting Team | Office of State Procurement | Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Phone: (803) 737-0687 | gghardee@mmo.sc.gov

From: Sikeria Drayton <sikeria@postalplusexperts.com>
Sent: Thursday, March 20, 2025 11:02 AM
To: Hardee, Ginger <gghardee@mmo.sc.gov>
Subject: Re: [External] Clarification on Charging Fee for Mail Pickup Requests

Will you or Michael be issuing me a plan order or a change modification to reflect the price difference? For the postage reimbursement.

Please let me know how to proceed.

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

From: Hardee, Ginger <gghardee@mmo.sc.gov>
Sent: Thursday, March 20, 2025 9:28 AM
To: Sikeria Drayton <sikeria@postalplusexperts.com>
Subject: RE: [External] Clarification on Charging Fee for Mail Pickup Requests

Good morning,

As Michael said, please let me know ASAP about your decision on the contract.

Sonja Corley-Brown's email is scbrown@mmo.sc.gov. She may have the information for UGU's in the Greenville/Spartanburg area.

Thank you,



Ginger G Hardee | Procurement Manager | Supplies & Services Contracting Team | Office of State Procurement | Division

From: Sikeria Drayton <sikeria@postalplusexperts.com>
Sent: Wednesday, March 19, 2025 3:51 PM
To: Hardee, Ginger <gghardee@mmo.sc.gov>
Subject: Re: [External] Clarification on Charging Fee for Mail Pickup Requests

Thank you for your time today.

As we discussed on February 14, 2025, I communicated that the postage prices had increased. At that time, you mentioned that you would correct the pricing accordingly. However, as per procurement law 19-445-2085, I am concerned that any delay or failure to adjust the pricing could result in financial loss for my business.

Please let me know how you plan to address this issue moving forward. If I need to file a contract controversy or request for the Chief Procurement Officer's assistance, please advise.

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

From: Hardee, Ginger <gghardee@mmo.sc.gov>
Sent: Wednesday, March 19, 2025 12:03 PM
To: Sikeria Drayton <sikeria@postalplusexperts.com>
Subject: FW: [External] Clarification on Charging Fee for Mail Pickup Requests

Good morning, Sikiera.

We received your offer which was competitively bid. You were awarded the contract for Lots 3 and 4 for the Greenville/Spartanburg area based on your submission so making a change to the awarded price is not possible. You may perform based on your offer, or you may request to withdraw your offer in writing to the Chief Procurement Officer and describe in detail how performing on the contract will cause a substantial loss, see below as per SC Code section 11-35-1520 and regulation 19-445.2085. Please let me know your intent by COB, or

sooner, today.

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]



Thank you,



Ginger G Hardee | Procurement Manager | Supplies & Services Contracting Team | Office of State Procurement | Division of Procurement Services | SC State Fiscal Accountability Authority

1201 Main Street, Suite 600 | Columbia, SC 29201 | Phone: (803) 737-0687 | gghardee@mmo.sc.gov

From: Sikeria Drayton <sikeria@postalplusexperts.com>

Sent: Monday, March 17, 2025 11:36 AM

To: Hardee, Ginger <gghardee@mmo.sc.gov>

Subject: Re: [External] Clarification on Charging Fee for Mail Pickup Requests

Hello Mrs. Ginger,

This matter will cause financial harm. Please refer back to **Question 8** from the Q&A session, as well as **Solution 11-35-1520(7)** regarding the correction or withdrawal of a bid. The law allows for a correction in price after the contract has been awarded.

Based on the **Potential Participation List** from the vendor list, the locations are in Columbia, SC. My pricing was based on picking up in Columbia.

Additionally, I would like to bring to your attention our previous conversation regarding the pricing for postage. Due to the recent increase in postage rates, the pricing needs to be updated. I checked the website and did not see where the postage has been updated.

Please let me know how we can proceed with these updates. I appreciate your time and assistance.

Best regards,

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

From: Hardee, Ginger <gghardee@mmo.sc.gov>

Sent: Friday, March 14, 2025 10:09 AM

To: Sikeria Drayton <sikeria@postalplusexperts.com>

Subject: RE: [External] Clarification on Charging Fee for Mail Pickup Requests

Good morning, Sikeria.

The contract will not change.

Thank you,



Ginger G Hardee | Procurement Manager | Supplies & Services Contracting Team | Office of State Procurement | Division of Procurement Services | SC State Fiscal Accountability Authority

1201 Main Street, Suite 600 | Columbia, SC 29201 | Phone: (803) 737-0687 | gghardee@mmo.sc.gov

From: Sikeria Drayton <sikeria@postalplusexperts.com>

Sent: Friday, March 14, 2025 9:06 AM

To: Hardee, Ginger <gghardee@mmo.sc.gov>

Subject: [External] Clarification on Charging Fee for Mail Pickup Requests

Good Morning Mrs. Hardee,

I recently conducted a cursory review of our agreement and did not find any provisions allowing me to charge a fee for customer mail pickup requests. Could you please advise if you intend to issue a change or contract modification that would permit me to charge for travel expenses?

If possible, I would appreciate your response by March 19, 2025.

Thank you for your time and consideration.

Best regards,
Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

Exhibit I

From: [Hardee, Ginger](#)
To: [Sikeria Drayton](#); [Corley-Brown, Sonja](#)
Cc: [Simmons, Tara](#)
Subject: RE: [External] Request for Bid Tabulation – Solicitation 5400027623
Date: Thursday, March 20, 2025 2:16:00 PM
Attachments: [Bid schedule CMS.xlsx](#)
[Bid schedule PPE.xlsx](#)
[image001.jpg](#)
[image002.png](#)
[image003.png](#)

Hey, Sikeria.

Attached are the bid tabs for solicitation 540027623. This fulfils your FOIA request. If you have any other FOIA requests, please submit them to docreq@mmo.sc.gov.

Thank you,



Ginger G Hardee | Procurement Manager | Supplies & Services Contracting Team | Office of State Procurement
| Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Phone: (803) 737-0687 | gghardee@mmo.sc.gov

From: Sikeria Drayton <sikeria@postalplusexperts.com>
Sent: Thursday, March 20, 2025 1:05 PM
To: Hardee, Ginger <gghardee@mmo.sc.gov>; Corley-Brown, Sonja <scbrown@mmo.sc.gov>
Subject: [External] Request for Bid Tabulation – Solicitation 5400027623

Hello,

Could you please send me the bid tabulation for solicitation 5400027623 at your earliest convenience? Thank you for your time and assistance.

Best regards,

Sikeria Drayton

Sikeria Drayton
Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

Exhibit J

From: [Sikeria Drayton](#)
To: [Craig, Kimber](#); [White, John](#)
Subject: [External] Request for Price Adjustment – Lot 3 and Lot 4 Presort Barcode Services for Greenville/Spartanburg Area
Date: Wednesday, April 2, 2025 11:34:47 AM
Attachments: [Outlook-horizontal.png](#)
[Outlook-isiwr04n.png](#)
Importance: High

Hello,

I am writing to request a price adjustment regarding my original bid for the Lot 3 Presort Barcode Letters and Cards, and Lot 4 Presort Barcode Flats in the Greenville/Spartanburg area.

After reviewing the original pricing, I realized that several additional factors need to be considered, such as the increased distance to the Greenville/Spartanburg area, rising fuel costs, and the necessity of hiring additional staff to maintain service quality. These factors were not accounted for in the initial bid, and as a result, I must adjust the pricing to reflect these increased operational costs.

Original Prices:

- **Lot 3 Presort Barcode Letters and Cards (Metered) – Greenville/Spartanburg Area:** \$0.06 per piece
- **Lot 3 Presort Barcode Letters and Cards (Unmetered) – Greenville/Spartanburg Area:** \$0.10 per piece
- **Lot 4 Presort Barcode Flats (Metered) – Greenville/Spartanburg Area:** \$0.23 per piece
- **Lot 4 Presort Barcode Flats (Unmetered) – Greenville/Spartanburg Area:** \$0.27 per piece

Metered Mail (Original Price Justification):

The original price for **Lot 3 Presort Barcode Letters and Cards (Metered)** at **\$0.06 per piece**, and **Lot 4 Presort Barcode Flats (Metered)** at **\$0.23 per piece**, included the following services:

- **Sorting:** All items will be sorted to meet presort mailing specifications.
- **Mailing Trays:** Use of trays for the safe and organized transportation of mail.
- **Sealing:** Ensuring all mail was securely sealed to prevent accidental opening or damage during transit.
- **Safety Bags:** Providing safety bags to protect mail from tearing or damage, particularly in the event that a letter might rip.
- **Gloves and Paper Towels:** Gloves for clean handling and paper towels to protect against any moisture or wetness that could affect the mail.

Unmetered Mail (Original Price Justification):

The original price for **Lot 3 Presort Barcode Letters and Cards (Unmetered)** at **\$0.10 per**

piece, and **Lot 4 Presort Barcode Flats (Unmetered)** at **\$0.27 per piece**, included the following additional services due to the more intensive handling requirements:

- **Sorting:** As with metered mail, all items will be sorted to meet the appropriate presort specifications.
- **Ink and Labeling:** The cost of ink and labeling for barcode printing included.
- **Sealing and Protection:** Mail will be securely sealed, and additional protective measures (such as safety bags) were used to protect the items during transport.
- **Handling and Sorting:** More intensive manual handling and sorting will be necessary for unmetered mail to ensure proper processing.
- **Mailing Trays:** Use of trays for organizing and preparing the mail for shipment.
- **Gloves and Paper Towels:** Gloves were worn for proper handling, and paper towels were provided to protect the mail from moisture or environmental exposure.

These original prices reflected the basic operational costs associated with processing both metered and unmetered mail, including sorting, sealing, protection, and handling. However, they did not account for the added costs associated with the increased distance, fuel, and labor.

Revised Prices:

Taking these additional factors into account, I am proposing the following revised prices to reflect the increased costs:

- **Lot 3 Presort Barcode Letters and Cards (Metered) – Greenville/Spartanburg Area:** \$0.73 per piece
- **Lot 3 Presort Barcode Letters and Cards (Unmetered) – Greenville/Spartanburg Area:** \$0.75 per piece
- **Lot 4 Presort Barcode Flats (Metered) – Greenville/Spartanburg Area:** \$0.90 per piece
- **Lot 4 Presort Barcode Flats (Unmetered) – Greenville/Spartanburg Area:** \$1.11 per piece

These revised prices include the added costs for travel, maintenance, hiring additional staff, and fuel. Additionally, the pricing for both metered and unmetered mail includes all associated services such as sorting, sealing, mailing trays, gloves, paper towels, safety bags, and ink, along with necessary precautions to protect letters from damage.

I apologize for any confusion caused by my original bid and greatly appreciate your understanding as I make these necessary adjustments. Should you have any questions or require further clarification, please feel free to reach out. I kindly request a response by the close of business on Thursday, April 3, 2025.

Thank you for your attention to this matter. I look forward to your response.

Best regards,
Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

Exhibit K

From: [Sikeria Drayton](#)
To: [White, John](#); [Craig, Kimber](#)
Subject: Re: [External] Fw: Clarification on Charging Fee for Mail Pickup Requests
Date: Friday, April 4, 2025 12:27:59 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[Outlook-horizontal.png](#)
[Outlook-rysvocpp.png](#)
[Screenshot 2025-04-04 101610.png](#)

Hello,

As stated in the solution amendment, all pickups were specified to take place in Columbia, SC. This was also mentioned during the pre-bid session, and I asked for confirmation of this during the opening session of the solicitation. In preparing my bid, I based it on the understanding that all agencies listed in the solicitation had their headquarters in Columbia, SC. While I acknowledge that these agencies are potential, not confirmed, my pricing was developed based on the expectation that all operations would occur within Columbia. Therefore, I did not factor in travel costs.

However, after submitting my offer and the contract being awarded, I learned that travel costs had become applicable. Consequently, the request you're making does not align with the terms previously outlined in the solicitation.

Additionally, I want to address the limited options presented to me so far. The only alternative offered has been the withdrawal of my offer, which does not resolve the issue at hand. As previously mentioned, I am unable to include travel costs in my original pricing. Rather than being presented with a solution to amend my bid, I have only been asked to withdraw it.

Despite multiple discussions with the division procurement staff, I have not been informed of any opportunity to correct or amend my bid in response to the concerns raised. Based on our conversations, I feel that I have not been given a fair chance to revise my offer.

Moreover, you mentioned that alternative arrangements for the services my company is obligated to provide have already been made. This raises concerns that the focus is not on finding a mutually beneficial resolution, but rather on withdrawing my bid, which seems to be the common approach among the staff.

I would greatly appreciate further clarification on how we can resolve this issue fairly. It is my hope that we can work together to find a solution that benefits all parties involved.

Thank you for your time and attention to this matter. I look forward to your response by the close of business Monday April 7, 2025.

Best regards,

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462
11134 Broad River RD
Suite B
Irmo, S.C. ,29063

From: White, John <jswwhite@mmo.sc.gov>

Sent: Thursday, April 3, 2025 4:36 PM

To: Sikeria Drayton <sikeria@postalplusexperts.com>; Craig, Kimber <kcraig@mmo.sc.gov>

Subject: RE: [External] Fw: Clarification on Charging Fee for Mail Pickup Requests

Ms. Drayton,

None of this evidence predates the bid opening on January 24, 2025. We need actual bid preparation documentation predating the bid opening date showing what you intended to bid for mileage at that time and showing the mathematical error that resulting in the failure to include that amount in your final bid. The electronic audit trail is documentation in the bid preparation system showing every change made to your bid preparation documentation and the date of the change. This will typically be screen shots. All dates must predate the bid opening date.

Normally, we will issue a formal written decision on a written request to correct or withdraw a bid due to mistake that will cause substantial loss. Both Kimber and I are at a meeting with State Procurement Directors in North Charleston and will not be able to issue a formal decision until next week. Submit whatever additional documentation you believe supports your request to us by Monday and we will address this next week.

At this time, do not worry about the contract start date of tomorrow. We have made alternative arrangements until we can issue a written determination.

John White



John St. C. White | Materials Management Officer and State Engineer
Division of Procurement Services | SC State Fiscal Accountability Authority

From: Sikeria Drayton <sikeria@postalplusexperts.com>

Sent: Thursday, April 3, 2025 4:12 PM

To: White, John <jswhite@mmo.sc.gov>; Craig, Kimber <kcraig@mmo.sc.gov>

Subject: [External] Fw: Clarification on Charging Fee for Mail Pickup Requests

I wanted to inform you that I have already brought this matter to the attention of the procurement officer. Unfortunately, I was not allowed to include my price for travel in my bid, and I was only given the option to withdraw it.

Could you please clarify specifically what is allowed for the electronic audit trail? I have forwarded this email from when I initially requested a correction to my bid. I hope this provides sufficient information, as it includes both the date and time of my request.

As a small business owner, I'm hopeful that you will make this process as straightforward as possible, allowing me to meet or even exceed the requirements for this contract. This is my very first government contract, and I look forward to your guidance and assistance.

I am looking forward to hearing from you today.

Thank you for your time and support.

Best regards,

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

From: Sikeria Drayton <sikeria@postalplusexperts.com>

Sent: Thursday, April 3, 2025 4:03 PM

To: jswhite@mmo.sc.gov <jswhite@mmo.sc.gov>

Subject: Fw: Clarification on Charging Fee for Mail Pickup Requests

I wanted to inform you that I have already brought this matter to the attention of the procurement officer. Unfortunately, I was not allowed to include my price for travel in my bid, and I was only given the option to withdraw it.

Could you please clarify specifically what is allowed for the electronic audit trail? I have forwarded this email from when I initially requested a correction to my bid. I hope this provides sufficient information, as it includes both the date and time of my request.

As a small business owner, I'm hopeful that you will make this process as straightforward as possible, allowing me to meet or even exceed the requirements for this contract. This is my very first government contract, and I look forward to your guidance and assistance.

I am looking forward to hearing from you today.

Thank you for your time and support.

Best regards,

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

From: Sikeria Drayton

Sent: Friday, March 14, 2025 9:05 AM

To: Hardee, Ginger <gghardee@mmo.sc.gov>

Subject: Clarification on Charging Fee for Mail Pickup Requests

Good Morning Mrs. Hardee,

I recently conducted a cursory review of our agreement and did not find any provisions allowing me to charge a fee for customer mail pickup requests. Could you please advise if you intend to issue a change or contract modification that would permit me to charge for travel expenses?

If possible, I would appreciate your response by March 19, 2025.

Thank you for your time and consideration.

Best regards,
Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

Exhibit L

From: [Sikeria Drayton](#)
To: [White, John](#)
Cc: [Grier, Manton](#); [Craig, Kimber](#); [Speakmon, Michael](#)
Subject: Re: [External] FIOA REQUEST
Date: Tuesday, April 8, 2025 2:05:09 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[Outlook-horizontal.png](#)
[Outlook-mqartqiv.png](#)

Dear Mr. White,

Thank you for your prompt response. However, I do have a question regarding my bid. The price I initially shared with you was based on the pickup being in Columbia. I'm concerned that it may not have been clear that the costs I submitted do not account for travel expenses.

Specifically, I'm facing financial strain because the state mileage reimbursement rate is \$0.70 per mile. Given this, I am unable to cover the travel expenses for trips to and from the Greenville/Spartanburg area under the current bid price. The travel costs were not included in my original bid, and as a result, I would struggle to make the necessary deliveries.

I would appreciate it if we could discuss compensating for mileage and time. For your reference, I've included the link to the South Carolina mileage reimbursement rate for your review: Mileage Reimbursement Rate. <https://www.brex.com/tools/mileage-reimbursement-calculator/south-carolina-mileage-reimbursement-rate#>

In light of this, I would like to clarify the situation and request a modification to my bid price to better reflect the added costs of travel and time. Below, I've outlined the proposed prices:

Original Pricing Breakdown:

Lot 3 Presort Barcode Letters and Cards (Metered) – Greenville/Spartanburg Area:
\$0.06 per piece

Lot 3 Presort Barcode Letters and Cards (Unmetered) – Greenville/Spartanburg Area:

\$0.10 per piece

Lot 4 Presort Barcode Flats (Metered) – Greenville/Spartanburg Area:
\$0.23 per piece

Lot 4 Presort Barcode Flats (Unmetered) – Greenville/Spartanburg Area:
\$0.27 per piece

These original prices were based on the operational costs associated with processing metered and unmetered mail, including sorting, sealing, labeling, and packaging. However, they did not account for the travel and logistical costs involved in transporting materials from Columbia to Greenville/Spartanburg.

Issue with Unaccounted Travel Costs:

Given that my original bid did not reflect the travel expenses associated with the 0.70-mile

reimbursement rate outlined in the South Carolina mileage reimbursement guidelines, I now realize that my bid price is not sustainable. I am currently facing significant financial strain, and the original price does not cover the travel, fuel, labor, and additional time required to make these deliveries.

As referenced in the South Carolina Mileage Reimbursement Rate Calculator, the 0.70 per mile rate significantly impacts the overall costs, especially when considering the extended travel distance involved. The failure to account for these travel expenses could result in me incurring a financial loss if the original bid prices are maintained.

Request for Bid Price Adjustment:

Taking into consideration the additional operational and travel costs, I am proposing the following revised pricing to ensure I can deliver services effectively while covering the increased costs:

Lot 3 Presort Barcode Letters and Cards (Metered) – Greenville/Spartanburg Area:

\$0.76 per piece

Lot 3 Presort Barcode Letters and Cards (Unmetered) – Greenville/Spartanburg Area:

\$0.80 per piece

Lot 4 Presort Barcode Flats (Metered) – Greenville/Spartanburg Area:

\$0.93 per piece

Lot 4 Presort Barcode Flats (Unmetered) – Greenville/Spartanburg Area:

\$1.11 per piece

With a base rate of 50.00 per hour for traveling purpose

These revised prices reflect the added costs associated with travel, fuel, maintenance, labor, and other logistical challenges. Additionally, I've ensured that all the core services—sorting, sealing, mailing trays, gloves, safety bags, and ink for labeling—are still accounted for within these updated prices.

Procurement Regulations and Bid Modification:

I have reviewed the regulations under **19-445.2085 (2)** Confirmation of Bid. When the responsible procurement officer knows or has reason to conclude that a mistake may have been made, she should request the bidder to confirm the bid. Situations in which confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. I understand the guidelines surrounding bid corrections and modifications. The language in the regulation indicates that when there is reason to believe a mistake has been made, the responsible procurement officer should provide an opportunity for the bidder to confirm or correct the bid.

Given the circumstances of my bid, I feel that the omission of travel and associated costs constitutes an honest mistake, and I respectfully request an opportunity to modify my original bid, as permitted by the regulations. I trust you will consider this request, and the justifications provided for the revised pricing.

I am confident that the revised prices more accurately reflect the costs associated with the work required, including the travel expenses and additional operational challenges that were not considered in my initial bid. I hope we can come to a fair resolution that allows me to

continue to provide quality service without incurring significant financial hardship.

Thank you for your understanding and consideration. I look forward to your response and hope we can move forward with this necessary modification.

Sincerely,

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

From: White, John <jswhite@mmo.sc.gov>

Sent: Tuesday, April 8, 2025 9:06 AM

To: Sikeria Drayton <sikeria@postalplusexperts.com>

Cc: Grier, Manton <mgrier@ogc.sc.gov>; Craig, Kimber <kcraig@mmo.sc.gov>; Speakmon, Michael <mspeakmon@mmo.sc.gov>

Subject: RE: [External] FIOA REQUEST

Ms. Drayton,

I hope to have a formal decision issued by the end of the week. However, based on my administrative review, I have not seen anything that would justify modifying your bid price.

I have forwarded your FOIA request to the procurement officer to provide documents we have responsive to your request.

Thank you for your clarification that you are willing to proceed with performance of the work at your bid price, pending formal resolution of your request. I have asked the procurement officer to contact you and make arrangements for you to take over performance of the work right away at your bid price.

Sincerely

John White



John St. C. White | Materials Management Officer and State Engineer
Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-0768 |

From: Sikeria Drayton <sikeria@postalplusexperts.com>

Sent: Monday, April 7, 2025 5:04 PM

To: White, John <jswwhite@mmo.sc.gov>

Subject: [External] FIOA REQUEST

Importance: High

In reference to your previous email, could you please send me the details of the services rendered as mentioned? Specifically, I would appreciate it if you could include the following information:

1. The name(s) of the vendor(s) involved
2. Line items of the services requested or offered
3. The price submitted by the vendor(s)
4. The amount paid to the vendor(s)
5. Which agencies requested the service

For clarity, my intention I was able to and still willing to provide services. I understood that the process involved waiting for your decision regarding the price adjustment/correction.

However, I feel that the procedures and regulations outlined in the South Carolina Procurement Code 11-35-30 are not being adhered to. It is not your responsibility to find an alternative vendor; your responsibility is to address the situation at hand.

I look forward to your prompt response by close of business tomorrow April 8th , 2025.

Best regards,

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

11134 Broad River RD

Suite B

Irmo, S.C. ,29063

From: White, John <jswhite@mmo.sc.gov>

Sent: Monday, April 7, 2025 3:10 PM

To: Sikeria Drayton <sikeria@postalplusexperts.com>

Subject: RE: [External] Few: Clarification on Charging Fee for Mail Pickup Requests

Ms. Drayton,

We have this taken care of for today.

John White



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

Division of Procurement Services | SC State Fiscal Accountability Authority

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

From: Sikeria Drayton <sikeria@postalplusexperts.com>

Sent: Monday, April 7, 2025 3:08 PM

To: White, John <jswhite@mmo.sc.gov>; Craig, Kimber <kcraig@mmo.sc.gov>

Subject: Re: [External] Fw: Clarification on Charging Fee for Mail Pickup Requests

Importance: High

Hello,

I'm following up on my previous email regarding the confirmation of the mail pickup and the bid price adjustment. I'm still awaiting your response to confirm the details.

Your prompt reply would be greatly appreciated.

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



(803)-260-8462

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Suite B

Irmo, S.C. ,29063

From: White, John <jswhite@mmo.sc.gov>

Sent: Thursday, April 3, 2025 4:36 PM

To: Sikeria Drayton <sikeria@postalplusexperts.com>; Craig, Kimber <kcraig@mmo.sc.gov>

Subject: RE: [External] Fw: Clarification on Charging Fee for Mail Pickup Requests

Ms. Drayton,

None of this evidence predates the bid opening on January 24, 2025. We need actual bid preparation documentation predating the bid opening date showing what you intended to bid for milage at that time and showing the mathematical error that resulting in the failure to include that amount in your final bid. The electronic audit trail is documentation in the bid preparation system showing every change made to your bid preparation documentation and the date of the change. This will typically be screen shots. All dates must predate the bid opening date.

Normally, we will issue a formal written decision on a written request to correct or withdraw a bid due to mistake that will cause substantial loss. Both Kimber and I are at a meeting with State Procurement Directors in North Charleston and will not be able to issue a formal decision until next week. Submit whatever additional documentation you believe supports your request to us by Monday and we will address this next week.

At this time, do not worry about the contract start date of tomorrow. We have made

alternative arrangements until we can issue a written determination.

John White



John St. C. White | Materials Management Officer and State Engineer
Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-0768 |

From: Sikeria Drayton <sikeria@postalplusexperts.com>

Sent: Thursday, April 3, 2025 4:12 PM

To: White, John <jwhite@mmo.sc.gov>; Craig, Kimber <kcraig@mmo.sc.gov>

Subject: [External] Fw: Clarification on Charging Fee for Mail Pickup Requests

I wanted to inform you that I have already brought this matter to the attention of the procurement officer. Unfortunately, I was not allowed to include my price for travel in my bid, and I was only given the option to withdraw it.

Could you please clarify specifically what is allowed for the electronic audit trail? I have forwarded this email from when I initially requested a correction to my bid. I hope this provides sufficient information, as it includes both the date and time of my request.

As a small business owner, I'm hopeful that you will make this process as straightforward as possible, allowing me to meet or even exceed the requirements for this contract. This is my very first government contract, and I look forward to your guidance and assistance.

I am looking forward to hearing from you today.

Thank you for your time and support.

Best regards,

Sikeria Drayton

Sikeria Drayton

Postal Plus Experts, Owner



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Irmo, S.C. ,29063

From: Sikeria Drayton <sikeria@postalplusexperts.com>
Sent: Thursday, April 3, 2025 4:03 PM
To: jswhite@mmo.sc.gov <jswhite@mmo.sc.gov>
Subject: Fw: Clarification on Charging Fee for Mail Pickup Requests

I wanted to inform you that I have already brought this matter to the attention of the procurement officer. Unfortunately, I was not allowed to include my price for travel in my bid, and I was only given the option to withdraw it.

Could you please clarify specifically what is allowed for the electronic audit trail? I have forwarded this email from when I initially requested a correction to my bid. I hope this provides sufficient information, as it includes both the date and time of my request.

As a small business owner, I'm hopeful that you will make this process as straightforward as possible, allowing me to meet or even exceed the requirements for this contract. This is my very first government contract, and I look forward to your guidance and assistance.

I am looking forward to hearing from you today.

Thank you for your time and support.

Best regards,
Sikeria Drayton

Sikeria Drayton
Postal Plus Experts, Owner



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Irmo, S.C. ,29063

From: Sikeria Drayton
Sent: Friday, March 14, 2025 9:05 AM
To: Hardee, Ginger <gghardee@mmo.sc.gov>
Subject: Clarification on Charging Fee for Mail Pickup Requests

Good Morning Mrs. Hardee,

I recently conducted a cursory review of our agreement and did not find any provisions allowing me to charge a fee for customer mail pickup requests. Could you please advise if you intend to issue a change or contract modification that would permit me to charge for travel expenses?

If possible, I would appreciate your response by March 19, 2025.

Thank you for your time and consideration.

Best regards,
Sikeria Drayton

Sikeria Drayton
Postal Plus Experts, Owner



(803)-260-8462

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