

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**BEFORE THE CHIEF PROCUREMENT OFFICER**

DECISION

CASE NO. 2015-221

POSTING DATE: July 30, 2015

MAILING DATE: July 30, 2015

In Re: Petition for Debarment of New Venue Technologies, Inc., Terris S. Riley, Jacque P. Riley, NewVenue II, LLC, NVT, LLC, Terris Riley, LLC, and La’Fem Empowered, Inc.

The South Carolina Consolidated Procurement Code (the “Code”) authorizes the appropriate chief procurement officer, after reasonable notice to the person or firm involved, and a reasonable opportunity for that person or firm to be heard, to debar a person or firm for cause from consideration for award of contracts or subcontracts if doing so is in the best interest of the State and there is probable cause for debarment. S.C. Code Ann. § 11-35-4220. On May 15, 2015, the Budget and Control Board<sup>1</sup> petitioned the Chief Procurement Officer (CPO) to debar New Venue Technologies, Inc. (“NVTI”); Terris S. Riley; Jacque P. Riley; NewVenue II, LLC; NVT, LLC; Terris Riley, LLC; and La’Fem Empowered, Inc. (Attachment 1)

The Board alleges four broad grounds for debarment:

- NVTI’s serious and deliberate violation of the provisions of State Term Contract Number 4400003161 for a Software Acquisitions Manager
- Terris Riley’s “proclivity for misrepresentation and dishonesty” affecting her responsibility as a state contractor
- NVTI’s violation of orders of the Chief Procurement Officer and the Procurement Review Panel
- Other serious and compelling reasons that NVTI and the Rileys are not presently responsible as a state contractor or subcontractor

Its petition also alleges that Terris and Jacque Riley are principals in NVTI and the other corporate respondents; and that all the corporate respondents are affiliates of NVTI or the Rileys. The petition asks that all respondents be debarred. The Board hired a process server who personally served Terris Riley and

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<sup>1</sup> The Procurement Services Division of the Board conducted the procurement resulting in Contract No. 4400003161, and the Board filed the petition on behalf of, or acting through, that Division. Act 121 of 2014 (South Carolina Restructuring Act of 2014) abolished the Budget and Control Board. Effective July 1, 2015, the Division of Procurement Services was transferred to the State Fiscal Accountability Authority. For clarity, this decision continues to refer to petitioner as the “Board.”

Jacque Riley, individually and in their respective capacities as registered agents or owners of the other respondents; and Martha Baker-Starr, as registered agent for respondent NVT, LLC. (Attachment 2) Respondents made no written response to the petition.

On June 3, 2015, the CPO issued a notice of hearing pursuant to S.C. Code Ann. § 11-35-4220, and sent it electronically and via certified mail to the Rileys. Although the certified letters were returned unclaimed, Ms. Riley responded “on behalf of NewVenue and the Rileys” to the CPO via email on June 8. Her message included a request “not to move forward with this matter until pending criminal charges are resolved.”<sup>2</sup> The Board, through counsel, opposed the request. The CPO denied the request on June 15, 2015.

The CPO convened a hearing on June 23, 2015, to consider the petition and provide the respondents a reasonable opportunity to be heard. Present at the hearing were the Budget and Control Board represented by Michael H. Montgomery, Esquire; and Terris Riley, represented by Reginald I. Lloyd, Esquire.<sup>3</sup> The CPO heard testimony from five witnesses and accepted thirty-five Exhibits totaling 369 pages at this hearing.

## **Background**

On July 18, 2014, the Chief Procurement Officer issued a ruling on a contract controversy between NVTI and the State of South Carolina with regards to a state term contract for a Software Acquisition Manager (SAM). (Exhibit A to Attachment 1) The SAM contract required NVTI to provide and maintain a real-time, web-based, vendor hosted system and to act as an order fulfillment, distribution, and tracking system to monitor software licenses, license transfers, license redistribution, support, maintenance, maintenance renewals, and warranty transactions as well as invoicing and payment from acquisition to the end of the life cycle. After nine days of testimony and 465 exhibits comprising more than 25,000 pages of evidence, which are incorporated herein by reference, the CPO determined that:

NVTI failed to provide a real-time, web-based, vendor hosted system to track software related inventory as required by the contract.

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<sup>2</sup> On November 13, 2014, the Grand Jury for Richland County returned true bills of indictment charging Mrs. Riley with four counts of breach of trust and one count of embezzlement, based upon her treatment of government funds while acting as president of NVTI. *See* Exhibit G to Attachment 1.

<sup>3</sup> Mr. Lloyd announced that he was appearing on behalf of “New Venture.” Given his arguments for a stay, and his expressed consent to the agreement described *post*, the CPO understands his appearance was on behalf of all respondents.

In multiple instances, NVTI failed to forward the purchase orders to the appropriate reseller even after receiving payment from the PPU.

NVTI intentionally misled PPUs as to the status of their orders.

NVTI collected funds from PPUs for software that it never ordered from the software resellers.

NVTI failed to forward 97.5% of every payment received from the B&CB or any PPU to the appropriate reseller within three (3) business days after receipt of the payment as required by the contract.

NVTI failed to provide all data, reports, backups, and records as required by the end-of-life provisions of the contract.

NVTI fraudulently withheld payment from the resellers and appropriated more than \$2.7 million of these funds for its own use and the use of its principals.

NVTI appealed the CPO's decision in the contract controversy on July 28, 2014, but did not specifically contest these factual findings. Based on the evidence presented at that hearing the CPO, *sua sponte*, issued an order on July 30, 2014, suspending all respondents except NVT, LLC, and La'Fem Empowered, Inc., pending the results of an investigation to determine whether probable cause exists for debarment. New Venue appealed the CPO's suspension order on August 8, 2014.<sup>4</sup>

The Procurement Review Panel scheduled four days to hear NVTI's appeal in the contract controversy matter, beginning June 1, 2015. At the Board's request, the Panel issued subpoenas commanding Terris Riley and Jacque Riley to testify at the hearing. Despite having been served with the subpoenas, neither appeared. NVTI's lawyer<sup>5</sup> failed to present any evidence or testimony, and the Panel issued its order dismissing the appeal for failure to prosecute on June 16, 2015. NVTI's appeal of the CPO's suspension order is pending.

## Motions

At the outset of the hearing, Mr. Lloyd moved for a second continuance or stay of the debarment proceeding pending the resolution of the criminal charges against Mrs. Riley. He asserted that Mrs. Riley intended to assert her rights against self-incrimination. He also argued that because of the nature of the charges, Mr. Riley and the other respondents were also potentially subject to criminal charges and might choose not to respond or testify. He stated that the pending criminal charges would adversely affect Mrs.

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<sup>4</sup> Unlike an order granting or denying a protest, a CPO's order of suspension is not stayed on appeal to the Panel. *Cf.* S.C. Code Ann. §§ 11-35-4210(7) and 11-35-4220(5).

<sup>5</sup> Mr. Lloyd did not represent NVTI before the Panel.

Riley's ability to respond to, and defend against, the debarment charges. Counsel for the Board argued in opposition to the motion.

The CPO asked Mr. Lloyd if the respondents would consent to entry of an order of debarment, if the order permitted them to assert, at a subsequent date, any right they may have to challenge the factual basis of the order. After a consultation between Mrs. Riley and her counsel, Mr. Lloyd indicated the respondents' consent. The Board's counsel requested that the debarment order prevent any of the respondents from acting to solicit work or employment from the State, its political subdivisions, public procurement units and other bodies governed by the South Carolina Consolidated Procurement Code. The respondents agreed to this. The CPO finds this agreement adequately protects the interests of the State, while accommodating respondents' request for a stay.<sup>6</sup>

The CPO requested that the Board move forward and present its case. Terris Riley and her counsel left the proceeding and did not participate in the hearing. They chose not to cross-examine witnesses or otherwise challenge the State's case.

The basis for the debarment of respondents is set forth below.

## **Discussion**

Section 11-35-4220(2) sets out the causes for which a person or firm may be debarred:

Causes for Debarment or Suspension. The causes for debarment or suspension shall include, but not be limited to:

- (a) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or another offense indicating a lack of business integrity or professional honesty which currently, seriously, and directly affects responsibility as a state contractor;
- (c) conviction under state or federal antitrust laws arising out of the submission of bids or proposals;

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<sup>6</sup> The Board subsequently moved the CPO to reconsider this part of his decision. The CPO did not rule that the pendency of criminal charges excused respondents from testifying or otherwise defending the debarment action. Rather, he accepted their agreement to debarment as a condition of postponing any challenge legally available to them, to some later date.

- (d) violation of contract provisions, as set forth below, of a character regarded by the appropriate chief procurement officer to be so serious as to justify debarment action:
  - (i) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - (ii) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; except, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor must not be considered a basis for debarment;
- (e) violation of an order of a chief procurement officer or the Procurement Review Panel; and
- (f) any other cause the appropriate chief procurement officer determines to be so serious and compelling as to affect responsibility as a state contractor or subcontractor, including debarment by another governmental entity for any cause listed in this subsection.

The first justification for debarment falls under Section 11-35-4220(2)(d)(i), the deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract. The CPO's decision in the contract controversy NVTI brought against the State, dated July 18, 2014 details NVTI's failure to perform the SAM Contract in accordance with the specifications and within the time limits provided in the contract. In the contract controversy the CPO found that:

[NVTI] failed to provide a real-time, web-based, vendor hosted system to track software related inventory. This was the primary objective of the contract.

[NVTI] failed to forward orders for software to the software providers within two (2) business days as required by the contract.

[NVTI] failed to forward payment to the software providers within three (3) days after it received payment from the government agency as required by the contract.

In multiple instances [NVTI] failed to forward the purchase orders for software to the software providers even after receiving payment from the government agency.

[NVTI] failed to provide all data, reports, backups, and records as required by the end-of-life provisions of the contract.

[NVTI] withheld payment to the software providers after receiving payment from government agencies.

[NVTI] withheld payment of an administrative fee to the Materials Management Office after receiving the fee from government agencies.

[NVTI] had appropriated more than \$2.7 Million, which was used to fund personal expenses of [NVTI]'s owners.

NVTI's performance was not in accordance with the terms of the contract and was totally unsatisfactory.

The second justification for debarment falls under Section 11-35-4220(2)(f), any other cause the appropriate chief procurement officer determines to be so serious and compelling as to affect responsibility as a state contractor. NVTI's SAM Contract performance failures were accompanied by misrepresentation, deceit, and fraud so egregious as to warrant suspension of most of these respondents pending the outcome of an investigation to determine if debarment is warranted. The CPO's order of suspension is attached to the Board's petition. (Exhibit B to Attachment 1) The CPO found evidence that:

[NVTI] intentionally deceived government agencies as to the status of their software orders.

[NVTI] intentionally deceived software suppliers as to the status of payments it had received from government agencies.

[NVTI] intentionally deceived the Materials Management Office about the existence of a software license tracking system.

[NVTI] intentionally deceived the Materials Management Office about the status of orders and payments.

[NVTI] withheld payment of an administrative fee to the Materials Management Office after receiving the fee from government agencies.

[NVTI] withheld payment to the software providers after receiving payment from government agencies.

[NVTI] appropriated more than \$2.7 million dollars that it received from PPUs, that should have been remitted to the software vendors, to fund personal expenses of NVTI's owners; Terris and Jacque Riley. These personal expenses included more than \$711,000.00 to a contractor for construction of the personal residence of Terris and Jacque Riley, more than \$66,500.00 for the purchase of the land for that house, architectural plans, a swimming pool and landscaping at the home totaling almost \$70,000.00. Mr. and Ms. Riley took more than \$600,000.00 in cash withdrawals from accounts; none of the cash was paid to any software resellers and spent nearly \$200,000.00 in religious donations and consultant services. The Rileys spent more than \$564,000.00 in debit card transactions from NVTI accounts.

Intentional misrepresentation, deceit, and fraud warrant debarment.

The third justification for debarment falls under Section 11-35-4220(2)(e), violation of an order of a chief procurement officer. The CPO issued the order suspending Terris Riley, Jacque Riley, NVTI, and others, on July 30, 2014. New Venue<sup>7</sup> appealed this order to the Procurement Review Panel on August 8, 2014,

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<sup>7</sup> In his letter appealing the suspension order counsel (again, not Mr. Lloyd) stated that he represented "New Venue." He also wrote, "New Venue herewith respectfully appeals and requests review of the Decision...." He signed the appeal letter as "Counsel for New Venue Technologies." The order suspended New Venue Technologies, Inc.; New

so there can be no question that the parties knew they were under suspension.<sup>8</sup> On September 24, 2014, the Office of the General Counsel at the Medical University of South Carolina / Medical University Hospital Authority received a Strategic Consulting Proposal from Terris Riley prepared for the Dean of the College of Dental Medicine, Dr. John J. Sanders. [Exhibit 30, CPO Page 294] This proposal provided 320 hours of consulting services at \$225 per hour or a total of \$72,000. The form completed for the MUSC Board of Trustees' approval indicates that this was to be a sole source contract<sup>9</sup> with NVT, LLC. When advised that contracts greater than \$50,000 must be approved by the MUSC Board of Trustees, Mrs. Riley reduced the total cost of the proposal to "\$38-44K." [Exhibit 30, CPO Page 256]

When she emailed MUSC on October 20, 2014, about the proposal, Terris Riley indicated that she was representing New Venue Technologies, Inc. (Exhibit 30, CPO Page 255) On October 30, 2014, Laine O'Brien of MUSC advised Mrs. Riley that neither she nor New Venue were registered in MUSC's system and asked her to complete and return some attached forms. [Exhibit 30, CPO Page 276] On November 5, 2014, Mrs. Riley filed Articles of Organization with the South Carolina Secretary of State creating "NVT, LLC." The articles list Martha Baker as the initial agent for service of process<sup>10</sup>. [Exhibit 34, CPO Page 321] Also on November 5, 2014, Mrs. Riley submitted a New Vendor Request form to MUSC. The form identified NVT, LLC as the company name and Terris Riley as the point of contact. [Exhibit 30, CPO Page 292] On November 14, 2014, Velma Stamp from MUSC's Office of Grants and Contracts Accounting sent an email to Dr. Sanders referencing a news article about NVTI's performance on the SAM Contract and advising Dr. Sanders that if the consulting services were still needed he should seek a

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Venue Technologies II, Inc.; New Venue Technologies; Terris Riley LLC; Terris Riley; and Jacque Riley. It does not appear that the last three appealed the suspension.

<sup>8</sup> There is no stay of a suspension order under appeal. *See* n. 4, *ante*.

<sup>9</sup> Section 11-35-1560(A):

A contract may be awarded for a supply, service, information technology, or construction item without competition if, under regulations promulgated by the board, the chief procurement officer, the head of a purchasing agency, or a designee of either officer, above the level of the procurement officer, determines in writing that there is only one source for the required supply, service, information technology, or construction item.

Regulation 19-445.2015(B) states:

Sole source procurement is not permissible unless there is only a single supplier. The following are examples of circumstances which could necessitate sole source procurement:

- (1) where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (2) where a sole supplier's item is needed for trial use or testing;
- (5) where the item is one of a kind;

It is highly questionable that NVT, LLC was the only vendor that could provide these services.

<sup>10</sup> In an email to MUSC's Laine O'Brian on November 4, 2015, Terris Riley referred to Ms. Baker as "our bookkeeper."

new vendor. Consequently MUSC canceled a Purchase Order to NVT, LLC on or about November 14, 2014. [Exhibit 30, Page 267]

This was a deliberate attempt by Terris Riley and New Venue Technologies, Inc. to secure business from a state agency while under suspension. The solicitation of business from a state agency while under a CPO suspension order is grounds for debarment.

The fourth justification for debarment falls under Section 11-35-4220(2)(e), violation of an order of the Procurement Review Panel. New Venue appealed the CPO's contract controversy decision to the Procurement Review Panel. The Panel scheduled four days to hear that appeal. The Panel issued subpoenas for Terris Riley and Jacques Riley to appear at that hearing. Terris Riley and Jacques Riley failed to appear and in doing so violated the Panel's order to appear.

The fifth justification for debarment falls again under Section 11-35-4220(2)(f), any other cause the appropriate chief procurement officer determines to be so serious and compelling as to affect responsibility as a state contractor. The subject parties are no longer responsible bidders or offerors.

Section 11-35-1810 requires that the responsibility of the bidder or offeror be ascertained for each contract let by the State. A responsible bidder is defined in Section 11-35-1410(6) as:

“Responsible bidder or offeror” means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance which may be substantiated by past performance.

The State Standards of Responsibility are found in Budget and Control Board Regulation 19-445.2125 and require a determination whether a prospective contractor has a satisfactory record of performance and a satisfactory record of integrity. The Rileys' and NVTI's record of past performance on the SAM Contract is well documented in the contract controversy review. In addition to the misrepresentation, fraud and deceit detailed in the CPO's contract controversy order, the audit report of NVTI's records regarding the SAM Contract indicate that the Rileys kept more than \$2,700,000 that was supposed to be remitted to the software providers and ITMO. (Exhibit 27, CPO Page 107) Monies traceable to payments from government agencies for software orders placed with NVTI were routed by the Rileys through at least twenty bank accounts. Both Terris and Jacques Riley wrote checks from NVTI's primary account with Bank of America for personal expenses and both made substantial cash withdrawals from the primary account that were not traceable to ITMO or the software providers.

To be considered a responsible bidder or offeror, one must have a satisfactory record of integrity. Integrity may be defined as the quality of being honest and having strong moral principles; moral



uprightness. Synonyms of integrity might include honesty, probity, rectitude, honor, good character, principle(s), ethics, morals, righteousness, morality, virtue, decency, fairness, scrupulousness, sincerity, truthfulness, trustworthiness. Misrepresentation, deceit, fraud, violation of orders of the CPO and the Panel, do not speak of a satisfactory record of integrity. Rather, they compel the conclusion that the Rileys and their companies are not presently responsible.

## Scope of Debarment

Section 11-35-4220(6) defines the extent of debarment:

Debarment constitutes debarment of all divisions or other organizational elements of the contractor, unless the debarment decision is limited by its terms to specific divisions, organization elements, or commodities. The debarring official may extend the debarment decision to include any principals and affiliates of the contractor if they are specifically named and given written notice of the proposed debarment and an opportunity to respond. For purposes of this section, business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or a third party controls or has the power to control both. **Indications of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the debarment, suspension, or proposed debarment of a contractor which has the same or similar management, ownership, or principal employees as the contractor that was debarred, suspended, or proposed for debarment.** For purposes of this section, the term "principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity including, but not limited to, a general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions.

(emphasis supplied) Terris Riley, Jacque Riley, and NVTI directly committed the actual acts upon which debarment is based. The other respondents are each affiliates as defined in §11-35-4220(6).

**New Venue Technologies II, LLC:** Jacque Riley is the company's registered agent for service of process.<sup>11</sup> Together with the similar name, this is evidence of "interlocking management or ownership" and "identity of interests among family members."

**Terris Riley, LLC:** The eponymous name, the listing of Terris Riley as registered agent, and the registered address of 222 Talon Way, Blythewood, SC<sup>12</sup>—identical to New Venue Technologies II,

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<sup>11</sup> <http://www.sos.sc.gov/index.asp?n=18&p=4&s=18&corporateid=590794> (last viewed July 16, 2015).

<sup>12</sup> <http://www.sos.sc.gov/index.asp?n=18&p=4&s=18&corporateid=660667> (last viewed July 16, 2015).

LLC—all lead to the conclusion of “interlocking management or ownership, identity of interests among family members,” and “shared facilities.”

**NVT, LLC:** As discussed above, Terris Riley created NVT, LLC, on November 5, 2014, after the CPO suspended her. Its registered agent is the Rileys’ employee.<sup>13</sup> This is evidence of “interlocking management or ownership, identity of interests among family members,” and “shared facilities,” as well as “a business entity organized following the debarment, suspension, or proposed debarment of a contractor which has the same or similar management, ownership, or principal employees as the contractor that was...suspended...”

**La’Fem Empowered, Inc.:** Terris Riley is the registered agent; the address is listed as 222 Talon Way.<sup>14</sup> This is evidence of “interlocking management or ownership, identity of interests among family members,” and “shared facilities.”

## **Determination**

On the basis of the facts described in this order, the CPO finds it is in the best interest of the State to debar for cause New Venue Technologies, Inc., Terris S. Riley, and Jacque P. Riley, from consideration for award of contracts or subcontracts, and there is probable cause for their debarment. The CPO further finds that New Venue Technologies II, LLC, Terris Riley, LLC, NVT, LLC, and La’Fem Empowered, Inc. are affiliates of New Venue Technologies, Inc., Terris S. Riley, and Jacque P. Riley; and that they were specifically named and given written notice of their proposed debarment and an opportunity to respond. Accordingly, pursuant to S.C. Code Ann. § 11-35-4220, Respondents, and each of them, are DEBARRED from consideration for award or contract or subcontracts by agencies of the State of South Carolina. By consent of respondents, the debarment extends to prohibit respondents from award of or soliciting contracts, work or employment from the State, its political subdivisions, public procurement units and other bodies governed by the South Carolina Consolidated Procurement Code; and neither Terris Riley nor Jacque Riley shall perform work on any state contract as an employee of another vendor. The period of debarment is five (5) years following full restitution of all funds identified in the CPO’s contract controversy determination posted July 18, 2014.

Respondents may petition the CPO to reconsider the factual bases of this order, if at all, not later than the earlier of (a) two years after the date of this order; or (b) thirty (30) calendar days following a

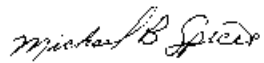
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<sup>13</sup> <http://www.sos.sc.gov/index.asp?n=18&p=4&s=18&corporateid=738535> (last viewed July 16, 2015).

<sup>14</sup> <http://www.sos.sc.gov/index.asp?n=18&p=4&s=18&corporateid=627023> (last viewed July 16, 2015).

resolution in their favor of any criminal charges arising from or related to the actions described in (i) this order; (ii) CPO's contract controversy determination posted July 18, 2014 or (iii) the CPO's order of suspension posted July 30, 2014. Notwithstanding the foregoing, respondents may only assert those challenges or defenses that are not barred by res judicata, collateral estoppel, or similar legal doctrines.

For the Information Technology Management Office

A handwritten signature in cursive script that reads "Michael B. Spicer".

Michael B. Spicer  
Chief Procurement Officer

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**  
*Protest Appeal Notice (Revised October 2014)*

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

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

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

**FILE BY CLOSE OF BUSINESS:** Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

**FILING FEE:** Pursuant to Proviso 108.1 of the 2014 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  
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

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\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

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1. What is your/your company's monthly income? \_\_\_\_\_

2. What are your/your company's monthly expenses? \_\_\_\_\_

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_

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For official use only: \_\_\_\_\_ Fee Waived \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Columbia, South Carolina

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

**Attachment 1**

**The Request for Debarment is posted separately in three files at:**

**<http://procurement.sc.gov/PS/legal/PS-legal-decisions-it.phtm>**