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Protest Decision

Matter of: Integrity Contracting Solutions, LLC

Case No.: 2022-138

Posting Date: June 30, 2022

Contracting Entity: Trident Technical College

Solicitation No.: 040322-953-00509-05/02/22

Description: Janitorial Services for TTC Palmer Campus

DIGEST

Protest alleging improper determination of non-responsibility is granted. The protest letter of Integrity Contracting Solutions (ICS) is included by reference. (Attachments 1)

AUTHORITY

The Chief Procurement Officer¹ (CPO) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210(4). This decision is based on materials in the procurement file and applicable law and precedents.

¹ The Materials Management Officer delegated the administrative review of this protest to the Chief Procurement Officer for Information Technology.

BACKGROUND

Solicitation Issued:	03/25/2022
Amendment 1 Issued	04/18/2022
Bids Received	05/16/2022
Intent to Award Berkeley Campus Posted	05/27/2022
Intent to Award Posted	06/08/2022
TTC Requests Cancellation of Berkeley Award	06/10/2022
Intent to Protest Received	06/14/2022
Berkey Award Cancelled	06/10/2022
Amended Protest Received	06/16/2022

Trident Technical College (TTC) issued two Invitation for Bids (IFB) on March 25, 2022. One for janitorial services for its Palmer campus and the second for janitorial services at its Berkeley campus. Bids for the Berkeley campus were opened on May 13, 2022, and ICS was determined to be the lowest priced responsible bidder. An Intent to Award for the Berkeley campus was posted to ICS on May 27, 2022. ICS also submitted the lowest priced bid for the Palmer campus, but TTC determined that ICS lacked the resources to perform both contracts and since ICS had already received the award for Berkeley it was determined to be a non-responsible bidder for the Palmer campus. (Attachment 2) An Intent to Award for the Palmer campus was posted to the next low bidder, The Budd Group (BG), on June 8, 2022. Subsequently, it was determined that ICS was not the low bidder for the Berkeley campus, and the award to ICS was cancelled on June 16, 2022, after award but prior to performance. ICS filed an intent to protest the award to the Budd Group on June 14, 2022, followed by its formal protest on June 16, 2022.

ANALYSIS

ICS protests that it was the lowest bidder for the Berkely and Palmer campus contract, and acknowledges a “mistake” was made with the Berkely campus contract. It received the Berkeley campus contract and was disqualified from receiving the Palmer campus award because TTC determined that it lacked the resources to perform both contracts. The Berkeley contract was subsequently cancelled for an administrative error by TTC meaning that the reason for its disqualification from award of the Palmer campus contract in no longer valid.

The TTC determination of nonresponsibility provides:

The Palmer campus is 2 floors and has approximately 91,780 square feet of cleanable space as opposed to 1 floor and approximately 66,657 square feet at Berkeley Campus. Yet, Integrity submitted an exact copy of the staffing and equipment plan that they had submitted for the Berkeley Campus, which would be to provide 2 employees, 1 also serving as the supervisor, working 6-hours a day to clean a 91,000 square foot facility.

Further, for the answer to handling staff callouts for both campuses, Integrity stated "I will contact another employee, if not available, I will pickup their shift." Given that staff callouts are normal in the janitorial industry, we are concerned that if callouts occur at both campuses at the same time, there may not be adequate backup.

Additionally, the two campuses are 31 miles apart.

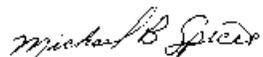
While references for Integrity were good, they did not support the ability for them to clean 158,437 square feet.

[Attachment 2, Page 2]

DECISION

Since Integrity Contracting Solutions was the lowest priced bidder for the Palmer campus contract and the basis for the determination of nonresponsibility has changed, a reevaluation of the bids is warranted. The award to The Budd Group is cancelled. The procurement is remanded to the Trident Technical College for reevaluation and award in accordance with the Code.

For the Materials Management Office



Michael B. Spicer
Chief Procurement Officer

Attachment 1

Integrity Contracting Solutions, LLC

Moncks Corner, SC 29461

Jennifer Shensky, Woman Owned

Small Business

Moncks Corner, SC

(864) 612-1842

Chief Procurement Officer
Materials Management Office
1201 Main Street, Suite 600
Columbia, SC 29201

June 16, 2022

Please accept this letter as my formal, official protest for solicitation number 040322-953-00509-05/02/22 for TTC Palmer Janitorial Services.

I was notified today, solicitation number 040122-953-00409-04/29/22, Janitorial Services for TTC Berkeley Campus was initially awarded to Integrity Contracting Solutions as the lowest bidder however, due to an administrative error I was not the lowest bidder, therefore the contract was cancelled. I understand that mistakes happen, even after several emails back and forth with Mr. Sanchez notifying him there was no option to upload the amendments on Bonfire. On May 4th I emailed him the TTC Berkeley amendment and he replied "received thank you." But a mistake was still made, a costly one for a young small business trying to establish itself in government contracting.

Despite what proceeded with the TTC Berkeley solicitation, Integrity Contracting Solutions was the lowest bidder for the TTC Palmer campus and was not awarded the contract. If the Berkeley award was cancelled because Integrity was not the lowest bidder, then the Palmer award should be cancelled as well. Per the determination letter, these are the reasons why Integrity was deemed non-responsible for the TTC Palmer campus.

- **Adequate staffing:** Since submission of the Palmer campus solicitation, I hired 3 additional employees that live in downtown Charleston. We now have a total of 9 employees. I was dedicating 2 employees to each campus if awarded both, if only awarded one I could increase staffing if needed.
- **Distance:** A concern was stated that Integrity and staff were located 31 miles away from the Palmer campus. Although Integrity Contracting Solutions is located in Moncks Corner, not all of the employees are. The three employees as I mentioned above live downtown within 1.3 miles from the TTC Palmer Campus. The awardee, The Budd Group is located in Winston Salem, North Carolina approximately 289.2 miles away. The determination letter stated it has



Integrity Contracting Solutions, LLC

Moncks Corner, SC 29461

Jennifer Shensky, Woman Owned

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been Trident's intention to encourage small and minority businesses to apply for these smaller campuses, I am both of those, a woman-owned minority small business along with being local.

- **Didn't think we were capable of handling both campuses:** "Although references were good, they did not support the ability to clean 158,437 square feet." If I genuinely did not win the Berkeley campus, but was the lowest bidder for the Palmer campus, I feel I should be awarded the Palmer campus and I am confident we can manage 91,000 square feet!

I am asking for Trident Technical College Procurement and the Materials Management Office to be consistent with both campuses when awarding contracts. I do not believe the reasons given to me for the Palmer campus were substantiated.

Thank you for your time and consideration

Regards,



Jennifer Shensky

Owner

Integrity Contracting Solutions, LLC



Attachment 2

DocuSign Envelope ID: CACB7A19-DDF7-41F3-A9D4-AF0F5698E801



Justification for
Determination of Non-Responsibility for
RFB: 040322-953-00509-05/02/22 – Palmer Janitorial Services

Based upon the State's standards of responsibility, the following determination concerning bidder or offeror capability to meet the terms of the contract as described below is being made pursuant to the authority of Section 11-35-1810(2) of the South Carolina Consolidated Procurement Code.

Vendor: Integrity Contracting Solutions, LLC
426 Cypress Knees Lane
Moncks Corner, SC 29461

Integrity Contracting Solutions, LLC (Integrity) submitted an offer on 04/24/2022 in response to the above referenced solicitation for Janitorial Services for Berkeley Campus. Integrity also submitted an offer on 05/02/2022 in response to a solicitation for Janitorial Services for Palmer Campus. Both solicitations included Special Standards of Responsibility as listed below and an Attachment requesting staffing and equipment information that would be used as part of the vendor responsibility check.

As stated in Part VI. AWARD CRITERIA – BIDS, clause number 06-6020-1, this contract will be awarded "to the lowest responsible and responsive" bidder.

The pre-award responsibility criteria is specified in part V – Qualifications:

QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MODIFIED - TTC): (a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER:**

(a) While we will accept a minimum of three (3) years of experience from key personnel is required in providing services similar to those sought with this solicitation, it is our preference that the offeror have been in the commercial janitorial business for a minimum of three (3) years. (b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity.

The offeror's narrative titled General History & Experience in the Janitorial Service Industry, established that the business owner has a minimum of three (3) years of experience in the residential and commercial janitorial business.

Berkeley Campus | Main Campus | Palmer Campus



Attachment A – Offeror questionnaire was provided to ensure an adequate number of employees would be assigned by the offeror to perform the services as specified in part III – SCOPE OF WORK / SPECIFICATIONS.

8. Staffing Requirements: Contractor shall maintain an adequate number of employees and on-site evening supervisors to ensure that all janitorial services are completed as specified.

Integrity was the lowest responsive bidder for the Berkeley Janitorial Services contract and were determined to be responsible for that contract with a total cleanable square footage of 66,657. A company principal had previous experience with facilities that averaged 40,000 square feet, their references were good and the company is located in Moncks Corner which is also the location of the campus.

It has been Trident's intention over the two recent contract cycles to bid the Berkeley and Palmer campuses separately from the overall contract for Thornley Campus to have small enough segments to encourage small and minority businesses to compete – particularly those from the campus' surrounding areas.

Therefore, although Integrity has only been in business since September 24, 2021, after analyzing the experience of the principal, the hours proposed compared to other bidders, and the fact that they are located in Moncks Corner, we deemed them to be responsible for the Berkeley contract.

However, when assessing responsibility for the Palmer Campus Janitorial contract, we determined Integrity to be non-responsible for the following reasons:

The Palmer campus is 2 floors and has approximately 91,780 square feet of cleanable space as opposed to 1 floor and approximately 66,657 square feet at Berkeley Campus. Yet, Integrity submitted an exact copy of the staffing and equipment plan that they had submitted for the Berkeley Campus, which would be to provide 2 employees, 1 also serving as the supervisor, working 6-hours a day to clean a 91,000 square foot facility.

Further, for the answer to handling staff callouts for both campuses, Integrity stated "I will contact another employee, if not available, I will pickup their shift." Given that staff callouts are normal in the janitorial industry, we are concerned that if callouts occur at both campuses at the same time, there may not be adequate backup.

Additionally, the two campuses are 31 miles apart.

While references for Integrity were good, they did not support the ability for them to clean 158,437 square feet.



Therefore, in accordance with Section 19-445-2125 (D) (1) of the State Procurement Regulations, TTC is not satisfied that Integrity Contracting Solutions LLC has the capacity to handle both Berkeley and Palmer Janitorial Contracts and deems them non responsible for the Palmer Janitorial Contract.

DocuSigned by:
Carlos Sanchez
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Carlos Sanchez
Procurement Specialist
Trident Technical College
Phone: 843 574-6937
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www.tridenttech.edu

Date: June 7, 2022

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised May 2020)

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

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

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

FILING FEE: Pursuant to Proviso 111.1 of the 2020 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.