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## Protest Decision

**Matter of:** C&W Facility Services, Inc.  
**Case No.:** 2024-124  
**Posting Date:** March 25, 2024  
**Contracting Entity:** South Carolina State University  
**Solicitation No.:** 5400024059  
**Description:** Facilities Management Services

### DIGEST

Protest granted in part and denied in part. The protest by C&W Facility Services, Inc. (C&W), is attached as Exhibit A and included by reference.<sup>1</sup>

### AUTHORITY

The Chief Procurement Officer (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.

### BACKGROUND

Solicitation Issued	04/10/2023
Amendment 1 Issued	05/01/2023

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<sup>1</sup> Due to the document size, the CPO has culled down Protest Exhibit 1 to the first two pages. The CPO refers the reader to Exhibit B to this decision for the same exhibit sans attachments. The CPO has also culled Protest Exhibit 6 down to the initial pages and the pages cited in the Protest.

Amendment 2 Issued	05/09/2023 <sup>2</sup>
Amendment 3 Issued	05/08/2023
Amendment 4 Issued	05/09/2023
Intent to Award Posted	12/11/2023
Intent to Protest Received by Procurement Officer	12/19/2023
Protest Received	12/27/2023

On April 10, 2023, the State Fiscal Accountability Authority, Division of Procurement Services (DPS) issued this solicitation on behalf of the South Carolina State University (SCSU) to acquire facilities management services for its campus in Orangeburg, South Carolina. [Exhibit B]<sup>3</sup> The solicitation sought proposals to provide services for three lots/scopes of services – Facilities Office Management, Skilled and Trades Workers, and Planning and Construction. Part VI of the solicitation addressing award criteria stated:

AWARD BY LOT (JAN 2006)

Award will be made by complete lot(s) or a combination of multiple lots. [06-6015-1]

AWARD CRITERIA -- PROPOSALS (JAN 2006) Modified

Award will be made to the highest ranked, responsive and responsible offeror(s) whose offer(s) is/are determined to

be the most advantageous to the State. Lot 3: Design and Construction may include additional awards to suppliers

within competitive range of the highest ranked offeror (not more than 10 points less) [06-6030-1]

AWARD TO MULTIPLE OFFERORS (JAN 2006) - Modified

Award may be made to more than one Offeror. Lot 3: Design and Construction may have multiple awards. [06-

6035-1]

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<sup>2</sup> It is not clear why the Procurement Officer issued Amendment 2 after Amendments 1, 3, and 4. The dates provided are the dates of posting as shown in South Carolina Business Opportunities. The dates match with the dates shown on the face of each document with the exception of Amendment 2, which is dated 4/10/2023. This date is an obvious typographical error carried over from the solicitation date.

<sup>3</sup> Exhibit B includes the solicitation without the amendments, which are not relevant to this decision.

Part VIII of the solicitation included the following Price Proposal form:

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1. Facilities Office Management	84.000	Months	\$ _____	\$ _____ -
2. Skilled & Trades	84.000	Months	\$ _____	\$ _____ -
3. Planning and Construction	1	Hour/Staff Member	\$ _____	
<i>Prices provided in the garnet font is what should be placed on the corresponding line in the SCEIS online submittal.</i>				
<b>Product Catg.:</b> 95815 - Building and Facilities Management Services				
<b>Item Description:</b> Building and Facilities Management Services				
<b>Internal Item Number:</b> 1				

By the deadline for receipt of proposals, SCSU received four proposals. PSG’s price proposal provided highest extended price on Lot 1, second lowest extended price on Lot 2, and the highest unit price on Lot 3. On December 11, 2023, DPC posted a notice of the State’s intent to award a contract to Project Solutions Group LLC (PSG) for all Lots.<sup>4</sup> [Exhibit C] On December 20, 2023, C&W notified the CPO of its intent to protest. On December 27, 2023, C&W perfected its protest.

**DISCUSSION**

C&W first protests the method the State employed in evaluating and scoring the proposals. In this regard, C&W first alleges the price evaluation was flawed because SCSU did not “take into account the price for Lot 3. . . and did not score by Lots.” This is actually two grounds of protest

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<sup>4</sup> The record is not clear whether Lot 3 is included. The statement of Intent to Award does not mention Lots at all and only includes pricing for Lots 1 and 2. The Record of Negotiations (RON) is likewise silent regarding Lots. However, the RON does state:

Unless removed by negotiations or change order, all work defined and solicited in RFP 5400024059 shall be included in the pricing above. See Page 2 for additional changes.

Page 2 of the RON does include language that may be interpreted to exclude some or all of Lot three but is not clear on the matter. In any event, SCSU and DPS did not post of Notice of No Award for Lot 3 which would be the normal course when not awarding a lot included in a solicitation.

stated as one. But in elaborating this item, C&W focuses on the first with no discussion of the latter.

C&W is correct that SCSU did not account for the price of Lot 3 in its evaluation and did not score by lots. If either was in fact a flaw in the evaluation process, the CPO must grant C&W's protest. For purposes of this analysis, the CPO will address C&W's allegations in reverse order.

C&W provides little to no elaboration on why failure to evaluate each lot separately was contrary to the requirement of the solicitation. However, C&W does include as Exhibit 5 to its protest an email exchange between DPS and SCSU. In this exchange, Sheila Willis, Procurement Team Lead, sends an email to Stacy Gregg, the SCSU Procurement Director and email which states:

Kimber Craig and I would like to talk with you concerning your request below. She and I are both confused by the award criteria. Per the RFP:

***AWARD BY LOT (JAN 2006)***

*Award will be made by complete lot(s) or a combination of multiple lots. [06-6015-1]*

***AWARD CRITERIA -- PROPOSALS (JAN 2006) Modified***

*Award will be made to the highest ranked, responsive and responsible offeror(s) whose offer(s)is/are determined to be the most advantageous to the State. Lot 3: Design and Construction may include additional awards to suppliers within competitive range of the highest ranked offeror (not more than 10 points less)*

HHS's scores are not within the 10 point requirement of the HRO. If you are awarding by lot, then the scoring should have been by lot. The scoring was not done by lot, it was an overall scoring.

[Bold and italics in original, highlighting added]

Ms. Gregg, responded:

I had the same concern, but this is how Brittany led the panel scoring. If you all find that there isn't a second award to be had, then I am all for moving forward without it.

In relation to the State's failure to evaluate pricing for Lot 3, C&W asserts:

[T]he experience of PSG's employees and subcontractors in the area of Planning and Construction comprised the majority of the contents of their Proposal. Therefore, even though PSG was not scored at all on their very high price for Lot 3, **their technical evaluation was based almost exclusively on Lot 3**. They received the benefit of experience and background for those services, but their high price for that work was not taken into consideration at all.

[emphasis supplied]

While the CPO disagrees that the record reflects that PSG's "technical evaluation was based almost exclusively on Lot 3," C&W's assertions support its questioning of the method of evaluation.

The "Award by Lot" clause in the solicitation is a modified version of the State's standard clause which states:

AWARD BY LOT (JAN 2006): Award will be made by complete lot(s). [06-6015-1]

This clause is clear that evaluation will be by lot, and award will be to the highest ranked offeror on each lot. However, SCSU modified this clause to add that award might also be by "a combination of multiple lots." SCSU's Procurement Director advised the CPO that SCSU's intent by adding this language was to explain that if an offeror was highest ranked in more than one category, they would receive a combination of lots. While this explanation is plausible and consistent with SCSU's response to DPS's email in Exhibit 5 to C&W's protest, the modification was unnecessary to achieve this purpose. Nonetheless, SCSU advised offerors that it intended to evaluate offers by lot. SCSU failed to do so. In other words, SCSU failed to consider if any option other than a single award of all lots together was advantageous to it in violation of what it told offerors in the solicitation.

There is no a way to determine what each offeror would have received for the technical score for each lot if SCSU had evaluated offerors in this manner. However, if one assumes the technical scores would have been the same as what each offer received when the lots were evaluated as a whole, based on its pricing PSG would not have been highest ranked for Lot 2 only.

The State is obligated to follow the procedures it sets forth in its solicitation. The State failed to do so in this case, and this item of protest is granted.

Having determined that the State's failure to evaluate by lot was administrative error, the State's failure to evaluate the price of Lot 3 becomes a moot point. Obviously, when evaluating by lot, the State will have to evaluate the price of Lot 3 to evaluate Lot 3.

C&W's next two claims allege that PSG is not responsible and that its proposal was non-responsive. Both claims rely on information Part IV of the solicitation required offerors to submit for evaluation. In essence, C&W alleges information PSG submitted in response to Part IV was neither insufficient to support a finding of responsiveness nor to meet the material requirements of the solicitation.

To address C&W's claims, an understanding of the solicitation format is necessary. The State uses a Uniform Solicitation Format under which procurement officers are encouraged to include all the material and essential requirements of the contract in Part III, titled "Scope of Work / Specifications." To be responsive, an offeror must agree to perform all of the work described in Part III:

"Responsive bidder or offeror" means a person who has submitted a bid or proposal which conforms in all **material** aspects to the invitation for bids or request for proposals.

S.C. Code Ann. § 11-35-1410(9) (2019) [emphasis supplied].

Part IV of the State's uniform format lists materials the agency requires in order to evaluate an offer. The portion of Part IV of the solicitation C&W cites to support its arguments begins with a clause titled "Information for Offerors to Submit – **Evaluation.**" RFP, page 28 (emphasis supplied). It specifically informs bidders:

In addition to information requested elsewhere in this solicitation, offerors should submit the following information **for purposes of evaluation**: . . .

Id. (emphasis supplied).

Part V of the solicitation is titled “Qualifications.” Generally, these provisions describe the information a procurement officer may use to determine if an offeror is responsible. A responsible bidder is defined in S.C. Code Ann. §11-35-1410(8) 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.

Part V of the solicitation states:

#### **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(s) 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](http://procurement.sc.gov), link to “Standard Clauses & Provisions.” [05-5005-2]

[emphasis in original]

#### RESPONSIBILITY

The Procurement Code requires the state to ascertain the offeror’s responsibility “based upon past record of performance for similar contracts.” S.C. Code Ann. §11-35-1810(1). The Procurement Regulations state:

Factors to be considered in determining whether the state standards of responsibility have been met include whether a prospective contractor has:

- (1) available the appropriate financial, material, equipment, facility, and personnel resources and expertise, **or the ability to obtain them**, necessary to indicate its capability to meet all contractual requirements;
- (2) a satisfactory record of performance;
- (3) a satisfactory record of integrity;

- (4) qualified legally to contract with the State; and
- (5) supplied all necessary information in connection with the inquiry concerning responsibility.

S.C. Code Regs. 19-445.2125 [emphasis supplied]

Both an agency's ranking decision per S.C. Code Ann. §11-35-1530(7) and its determination of responsibility per S.C. Code Ann. 11-35-1810 is "final and conclusive unless clearly erroneous, arbitrary, capricious, or contrary to law." S.C. Code Ann. §11-35-2410. C&W bears the burden of proving the State's decision is "clearly erroneous, arbitrary, capricious, or contrary to law." *In Re: Protest of First Sun EAP Alliance, Inc.*, Panel Case No. 1994-11

This solicitation blurs the lines between evaluation under Part IV and qualifications under Part V of the solicitation, requiring offerors to submit for evaluation by the evaluation committee the same information that a Procurement Offer would use to make a responsibility determination. C&W first argues that PSG and its subcontractors lack experience with "organizations similar to the SCSU in mission, size, and type" as evidenced by the references or lack of references PSG supplied for evaluation under Part IV of the solicitation. C&W relies on a statement contained in Part I, Scope of Solicitation, which provides a general overview of the scope of the solicitation. This general overview includes the following statement:

Successful offeror must demonstrate experience with and financial capability to support a campus with work nearing 2 million square feet.

The solicitation does not contain a similar statement in Part V. However, Part IV does require offerors to provide a "Summary of Qualifications & Experience describing the firm's experience with organizations similar to the SCSU in mission, size, and type." Thus, the statement in Part I is a statement of some of the information the Evaluation Committee will evaluate when considering the offeror's proposal. Additionally, Part IV required offerors to submit references, "Attachments related to qualifications (Section V of this solicitation)," and "Financial reports for the Evaluation Committee's consideration when evaluating evaluation proposals." In essence, SCSU was asking the Evaluation Committee to evaluate each offeror's responsibility when considering their qualifications under Evaluation Criteria 1 – General Administration and Management.



C&W observes that PSG did not submit any references for itself. C&W further argued that the references PSG submitted for its subcontractors was not for work of a similar scope and size and that the only references for facilities management were for high schools and school districts. When it comes to interpreting either the requirements of Part IV of the Solicitation or S.C. Code Ann. §11-35-1810, the question as to the meaning of the word “similar” arises. Merriam-Webster online defines similar as “1: having characteristics in common : strictly comparable 2: alike in substance or essentials : corresponding.” This is a solicitation for the operation and maintenance of buildings, building systems, and associated grounds. There is a similarity the facilities at SCSU share with K-12 schools, school districts, and commercial businesses in the sense that they all have similar building, building systems, and grounds maintenance and operations requirements. In any event, the Evaluation Committee considered PSG’s and its subcontractors’ qualifications in its evaluation and the committee members considered their experience in their ranking decision.<sup>5</sup>

The Procurement Officer that handled the responsibility review and negotiations with SCSU was reluctant to substitute her decision for that of the Evaluation Committee.<sup>6</sup> However, the Procurement Officer and SCSU recognized that they lacked information specific to PSG. Therefore, the Procurement Officer sent PSG an email on October 30, 2023, asking for PSG’s references and financials. [Exhibit D] On November 1, 2023, PSG responded to this request with references and a financial statement for PSG. [Id.] On November 14, 2023, the Procurement Officer sent PSG’s information to the SCSU Procurement Director. [Exhibit E] That same day, the SCSU Procurement Director offered to check references. [Id.] However, the SCSU Procurement Director later responds:

I do not see a reference list in Paul’s submittal. Nor do I see a list of similar contracts. Could you please ask for it?

[Exhibit F]

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<sup>5</sup> The better practice is not to blur the lines between evaluation criteria and the responsibility determination, especially if the Evaluation Committee or nonvoting advisors are not qualified to evaluate financial statements, or will not follow-up on references, etc.

<sup>6</sup> The Procurement Officer through evaluation of proposals accepted a job elsewhere and no longer employed by DPS at this time.

The Procurement Officer responded on November 16, 2024, that the references provided by PSG were included in the documentation she provided to SCSU on the 14<sup>th</sup>. [Exhibit G] The SCSU Procurement Director responded:

Remember we agreed that I would check for references. I was advising that there were none for me to check.

Also, I asked for you to check for capacity because I didn't want us to get to the end of this only for you to say he isn't responsible.

If you believe he is responsible, then I believe this will be wrapped up next week.

This exchange leaves one somewhat baffled as to what is going on. PSG did in fact include references for contact, yet the SCSU Procurement Director says, “there were none for me to check.” She also says she asked the Procurement Officer to “check for capacity” when such a request does not appear in the email stream. Moreover, the SCSU Procurement Director had a copy of PSG’s financials, which are not difficult to decipher. Finally, the SCSU Procurement Director seems to place full responsibility on the Procurement Officer for a finding a responsibility when the procurement is on behalf of SCSU, and SCSU has a clear interest in determining for itself that PSG is responsible.

Despite the confusing picture presented by the emails, one thing is clear. By posting an Intent to Award a contract to PSG, SCSU and DPS are representing that they have done a responsibility review and found PSG to be responsible. In its response to C&W’s protest, PSG essentially argues this is sufficient noting that SCSU did not raise a concern with the available references and arguing that C&W has not presented sufficient evidence to demonstrate that the decision of either the Evaluation Committee or the Procurement Officer regarding P&G’s ability was clearly erroneous, arbitrary, capricious, or contrary to law. The CPO agrees.

In its non-responsibility argument, C&W focuses on the fact the PSG is a new company. However, the Regulation requires the contractor to have “available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them.” Setting aside the financial question, which the CPO discusses below, PSG’s technical proposal shows that it will rely on the resources and ability of subcontractors and their equipment and resources to perform the work. In other words, there was sufficient information

for SCSU to determine that PSG had the ability to obtain the necessary resources to successfully perform the work of the contract.

Finally, C&W argues that “[u]pon information and belief, PSG as a newly formed entity does not have financial ability to perform this contract.” PSG responds that C&W “does not meet its burden by making unfounded assumptions backed up with no evidence.”<sup>7</sup>

The Record of Negotiation reflects a total five-year cost for Lots 1 and 2 of \$35,915,660.34 for an average of \$7,183,132.<sup>8</sup> [C&W’s Protest Exhibit 7] It is true that PSG’s financial statement shows very limited assets. However, while PSG’s financial strength may give the CPO pause, the CPO cannot say that SCSU’s and DPS’s decision that PSG does have the financial capability to perform a contract of this size is “clearly erroneous, arbitrary, capricious, or contrary to law.”

C&W argues that based on SCSU’s payment history, PSG does not have the financial strength to perform the contract. C&W states that as the incumbent it “has had outstanding receivables from SCSU in excess of \$1 million dollars for over a year, yet has paid its vendors performing services for the SCSU Contract.”<sup>9</sup> C&W questions PSG’s ability to do likewise. While C&W’s argument may raise questions about SCSU’s compliance with the provisions of the contract and the Procurement Code regarding the prompt payment of invoices for work performed, it is not one that goes to a vendor’s responsibility.

C&W’s claims of non-responsibility are denied.

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<sup>7</sup> Of course, one reason C&W may have no evidence of PSG’s financial strength is that in response to C&W’s FOIA request, DPS withheld PSG’s financials as confidential information.

<sup>8</sup> This represents an approximate \$4 million negotiated reduction in price from that reflected in PSG’s proposal price.

<sup>9</sup> PSG, in its response, assumes these outstanding receivables are indicative of “possible disputes between CW and SCSU regarding scope, quantity or quality of the work billed than of some claim of financial superiority.” No disputes regarding scope, quantity or quality of C&W’s work have been brought to the attention of DPS or the CPO.

## RESPONSIVENESS

C&W alleges PSG's proposal was non-responsive for failure "to offer specific staffing" as required by the solicitation. For this complaint to affect the responsiveness of PSG's offer, it must be a material requirement of the solicitation.

Part VI of the solicitation required offerors to provide in their technical proposal for purposes of evaluation:

Proposed Staff demonstrating the organization to be provided to SCSU. Also, describing how the offeror will provide adequate staff for all positions related to the offer and resulting contract. Also position descriptions and salary ranges. Offeror shall also disclose minimum qualifications for each position, including levels of education, development, licensure, and certifications.

C&W argues that PSG "failed to offer specific staffing as required" by this provision. C&W further states PSG made "no commitment to a specified number of staff or commitment to provide all necessary staff for the firm, fixed price."<sup>10</sup> Within its Technical Proposal, PSG provides detailed information in its staffing plan at the management level but beneath the management level it simply lists an unidentified number for "FTE's" without any information concerning salary or minimum qualifications for staff such as grounds maintenance, landscape, facility, and custodial laborers. C&W complains about the lack of information regarding these laborers. For this complaint to affect PSG's responsiveness, it must be a material requirement of contract performance.

The Procurement Review Panel addressed the issue of the materiality of a requirement in *Appeal by Coastal Rapid Public Transit Authority and Anderson-Oconee Council on Aging*, Panel Case No. 2000-4:

A "responsive bidder or offeror" is defined in § 11-35-1410(7) as "a person who has submitted a bid or offer which conforms in all material aspects to the invitation for bids or requests for proposals." Section 11-35- 1520(13) of the South Carolina Consolidated Procurement Code provides for the waiver or curing of minor informalities and irregularities in bids and proposals. That section provides in relevant part:

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<sup>10</sup> While not supplied with its Technical Proposal, PSG did provide details about labor rates, hours and/or numbers in its Financial Proposal.

A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The procurement officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the State.

Section 11-35-1520(13) then sets forth a non-exclusive list of examples of minor informalities or irregularities.

The Panel has read these two sections of the Procurement Code together to arrive at the following conclusions:

In order to be responsive, a proposal need not conform to all of the requirements of the RFP; it must simply conform to all of the essential requirements of the RFP....[B]ecause the Code requires rejection of a proposal when it fails to meet an essential requirement but allows waiver of an immaterial variation from exact requirements, a requirement is not “essential” if variation from it has no, or merely a trivial or negligible effect on price, quality, quantity, or delivery of the supplies or performance of the services being procured. Waiver or correction of a variance from such a requirement is appropriate under the Code when relative standing or other rights of the bidders are not prejudiced.

Protest of National Computer Systems, Inc., Case No. 1989-13.

In the National Computer case, the Panel determined that a requirement is not “essential” simply because the RFP states that it is mandatory.

(footnotes omitted).

C&W’s allegation of non-responsiveness is based on its claim that PSG’s management and staffing plan was deficient. The management and staffing plan were information that SCSU requested to evaluate the ability of offerors to perform the work. The adequacy and quality of the information supplied is a matter for consideration by the evaluation committee. The evaluation may reflect any deficiencies in the information provided. However, unless the information somehow evidences an offeror’s refusal to perform the contract requirements, its adequacy has no impact on contract performance and is not material. This item of protest is denied.

Protest Decision, page 14

Case No. 2024-124

March 25, 2024

## **DECISION**

For the reasons stated above, the protest is granted in part and denied in part. This solicitation is remanded to DPS/SCSU to proceed in accordance with the Consolidated Procurement Code.

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

John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**

*Protest Appeal Notice (Revised July 2023)*

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

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

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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>

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

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

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

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\_\_\_\_\_  
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: \_\_\_\_\_

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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.**



John E. Schmidt, III  
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Melissa J. Copeland  
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December 27, 2023

Via Electronic Delivery to protest-mmo@mmo.sc.gov

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

Re: Protest of Award – Facilities Management Services, South Carolina State University, Solicitation No. 5400024059

Dear Chief Procurement Officer:

As indicated in the December 20, 2023 Notice of Intent to Protest, C&W Facility Services, Inc. (“C&W Services”), by undersigned counsel and pursuant to S.C. Code Ann. § 11-35-4210 and the S.C. Consolidated Procurement Code, hereby protests the intended award to Project Solutions Group LLC (“PSG”) under that solicitation, Solicitation No. 5400024059 (“Solicitation” or “RFP”), by the State Fiscal Accountability Authority-Division of Procurement Services (“SFAA”) on behalf of South Carolina State University (“SCSU”).

## **I. Introduction**

The CPO should sustain this protest because even though pricing was required on three Lots and award was to be made by Lots, the State conducted overall scoring that completely excluded the scoring for Lot 3 – where the intended awardee was over four times higher. Furthermore, PSG’s excessive price was not evaluated as part of the Price component but its subcontractors experience for that Lot was considered resulting in an unfair evaluation. Additionally, PSG is not a responsible vendor having only been formed in January 2023 and having no experience or capabilities even through employees or subcontractors to perform the required services and not having the financial ability to perform this contract. PSG was likewise not responsive in that it was noted by evaluators and SCSU staff that PSG failed to provide the required staffing plan, yet the State failed to seek a clarification, and thus, PSG’s proposal should have been rejected.

## II. Factual Background

### A. The Parties

C&W Services “...provides integrated facility services to more than 600 customers in the United States, Canada, and Puerto Rico. With more than 70 years of outsourcing experience, C&W Services has 13,000 motivated and skilled employees managing in excess of 600M square feet.”<sup>1</sup>

The State Fiscal Accountability Authority (“SFAA”) “provide[s] fiscal oversight for the State of South Carolina” and “delivers quality, cost-effective insurance, procurement, and engineering services.”<sup>2</sup> The Division of Procurement Services (“DPS”) “provides the State’s central procurement operation for all state agencies covered by the South Carolina Consolidated Procurement Code.”<sup>3</sup> SCSU “...was founded in 1896 and has maintained a legacy of excellence in education. We have been home to generations of scholars and leaders in business, military service, government, athletics, education, medicine, science, engineering technology and more. Located in Orangeburg, SC., SC State was founded as a land grant college with a mission of providing education and service to the citizens of the state. In its first century, SC State was a leader in education and continues to lead the way into the next century. South Carolina State University experienced a decline in student enrollment throughout the life of the previous contract. Currently, we are aggressively recruiting students; and project that student enrollment will substantially increase in the next few years. SC State University began outsourcing Facilities Operations and Maintenance in 2004. RFP, p. 17, attached as Exhibit 1.

PSG “...is a newly formed corporation in South Carolina as of 2023.” See November 1, 2023, Letter from Becker to Willis, attached as Exhibit 2. The address on the Proposal for PSG is 3820 Northdale Blvd, Suite 300, Tampa, Florida 33624. That address is the mailing address for FJ Palmore Construction, LLC, a company owned by Paul Becker and Forrest Palmore; PSG is not registered to do business in Florida. See Attached printouts from Florida Division of Corporations, attached as Exhibit 3.

### B. The Solicitation

The State originally issued the Solicitation on April 10, 2023, and issued four amendments to the Solicitation. The Solicitation seeks to “establish a contract for Facility Management Services in accordance with all requirements stated herein.” (Ex. 1, RFP, p. 3.) The Solicitation provided that:

SCSU seeks innovative solutions, which will result in one or multiple contracts to cover our need to address the four (4) core competencies that encompass {sic} the broad range of facilities management oversight as identified by the Association of Higher Education Facilities Officers (APPA):

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<sup>1</sup> <https://cwservices.com/about/>

<sup>2</sup> <https://sfaa.sc.gov/overview>.

<sup>3</sup> [https://procurement.sc.gov/about\\_us](https://procurement.sc.gov/about_us).

- General Administration and Management
- Maintenance and Operations
- Energy and Utility Systems
- Planning, Design and Construction

*Id.* The Solicitation allowed for multiple awards. *Id.* The Solicitation anticipates a one-year initial contract term with four one-year options, for a maximum contract term of five years. *Id.*

### III. Detailed Statement of Protest Grounds

#### A. The Evaluation and Scoring were Conducted Improperly.

1. The price evaluation did not take into account the price for Lot 3 at all and did not score by Lots as required.

The RFP provided the following Evaluation Factors:

Offers will be evaluated using only the factors stated below:

1. General Administration and Management
2. Price
3. Contract Innovation
4. Social Responsibility Measures

Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Ex. 1, RFP, p. 33. The RFP contained the following information about Award:

#### **AWARD BY LOT (JAN 2006)**

Award will be made by complete lot(s) or a combination of multiple lots. [06-6015-1]

#### **AWARD CRITERIA -- PROPOSALS (JAN 2006) Modified**

Award will be made to the highest ranked, responsive and responsible offeror(s) whose offer(s) is/are determined to be the most advantageous to the State. Lot 3: Design and Construction may include additional awards to suppliers within competitive range of the highest ranked offeror (not more than 10 points less) [06-6030-1]

**AWARD TO MULTIPLE OFFERORS (JAN 2006) - Modified**

Award may be made to more than one Offeror. Lot 3: Design and Construction may have multiple awards. [06- 6035-1]

Ex. 1, RFP, p. 33.

The Price Proposal required a monthly price for Lots 1 and 2 and an hourly price for Lot 3:

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1. Facilities Office Management	84.000	Months	\$ _____	\$ _____
2. Skilled & Trades	84.000	Months	\$ _____	\$ _____
3. Planning and Construction	1	Hour/Staff Member	\$ _____	_____
<i>Prices provided in the garnet font is what should be placed on the corresponding line in the SCEIS online submittal.</i>				
<b>Product Catg.:</b> 95815 - Building and Facilities Management Services				
<b>Item Description:</b> Building and Facilities Management Services				
<b>Internal Item Number:</b> 1				

Ex. 1, RFP, p. 46.

All offerors submitted pricing following this required construct: monthly unit prices for Lots 1 and 2 and an hourly price for Lot 3. **However, when scoring was conducted, the hourly rate for Lot 3 was not considered or evaluated at all.** The composite scoring sheet shows that offerors were only evaluated using pricing for Lots 1 and 2:

Vendor	Offer	Lowest Price	Max %	Act. %	Max Pts	Points	Total Price points
C&W	\$ 42,802,541.00	\$ 37,014,852.00	100	86%	25	22	108.10
HHS	\$ 37,014,852.00	\$ 37,014,852.00	100	100%	25	25.00	125.00
Owens	\$ 41,297,578.50	\$ 37,014,852.00	100	90%	25	22	112.04
PSG	\$ 56,226,039.00	\$ 37,014,852.00	100	66%	25	16.46	82.29

Composite Scoresheet w cost\_2, attached as Exhibit 4. Had the Lot 3 costs been evaluated, PSG would have received a much lower score due to their very high hourly rate:

Vendor	Hourly Rate for Lot 3
C&W	\$52.05
HHS	\$75.00
Owens	\$76.99
PSG	\$223.00

PSG's pricing for Lot 3 was over four times more than C&W's price and more than double any of the other vendors. Yet, this pricing was not evaluated or taken into consideration at all in the scoring process. If the State did not intend to evaluate this component of pricing, then it should have been removed from the price sheet and an amendment issued reflecting that change. State Procurement correctly raised concerns with this scoring approach. See Email from Sheila Willis to Stacy Gregg and Kimber Craig dated September 7, 2023, attached as Exhibit 5. On this basis alone, the intent to award should be rescinded and the RFP should be revised and resolicited.

2. PSG's technical proposal focused on its design and construction experience and skills, yet the charges for those items were not considered in pricing and it is unclear whether those services still remain in scope after negotiations.

The RFP Scope of Work provided that the contract would cover the following areas: Facilities Office Management, Skilled and Trades Workers, and Planning and Construction. Ex. 1, RFP, pp. 17-18. These three areas aligned to the three Lots/Lines on the Pricing Sheet. Ex. 1, RFP, p. 46. As mentioned above, the pricing for Lot 3, Planning and Construction was not considered in the Price evaluation at all. However, the experience of PSG's employees and subcontractors in the area of Planning and Construction comprised the majority of the contents of their Proposal. Therefore, even though PSG was not scored at all on their very high price for Lot 3, their technical evaluation was based almost exclusively on Lot 3. They received the benefit of experience and background for those services, but their high price for that work was not taken into consideration at all.

A review of PSG's Proposal, Section 2.4, Summary of Qualifications, shows that all of their experience is only for certain components of their team and only in the area of design and construction. See PSG's Technical Proposal, attached as Exhibit 6, p. 39-42:

- Crow Creek Tribal School: The Senior Director of Construction worked on a design and build project;
- Eastern Florida State College: The Subcontractor, DSA, worked on design projects;
- Saint Leo University: The subcontractor, DSA, performed construction and architectural consulting;
- The University of Tampa: The subcontractor, DSA, performed design and construction work.

Two of the reference letters provided in the proposal are for the subcontractor, DSA, and were letters sent to different entities other than SCSU. One that is dated February 9, 2023 was from the University of Tampa Design and Construction Services and sent to Pasco-Hernando State College and concludes that "I have no hesitation recommending them for your purposes as well." Ex. 6, PSG Technical Proposal, page 90 of the pdf. Again, that was a letter addressed to someone other than SCSU and for some purpose other than what was in the RFP.

The other reference letter is undated and signed by the Project Manager at Saint Leo College and is a reference for DSA. Ex. 6, PSG Technical Proposal, page 91 of the pdf. The letter indicates that DSA had been performing work there for the past 2 years; page 41 of the Proposal shows that the work was completed in 2020 so that reference letter is at least 3 years old. (The other reference letters are for Osmium Group and for Chonte' Martin but are also NOT for work of a similar scope and size as required; this issue is addressed further below.)

PSG received technical scores based on technical information and references and past performance for "Planning and Construction" services, yet their excessively high price for Planning and Construction was not considered in any way.

Adding further to this matter is that it remains unclear what performance is required for "Planning and Construction" and what amounts will be charged for such services under the final negotiated scope of work. The Final Record of Negotiations, attached as Exhibit 7, does not include the price for Lot 3. It does contain the following sentence: "Unless removed by negotiations or change order, all work defined and solicited in RFP 5400024059 shall be included in the pricing above. See Page 2 for additional changes." The additional negotiation points acknowledge that design and construction work must be competed and that the Contractor and affiliated companies cannot compete for such projects; however, it does not remove those services from the Scope of Work. This raises the question of whether PSG is still performing the Construction and Planning Scope of Work and at what charge. This matter should have been addressed and cleared up by the RON, but it appears due to SCSU's haste to have this matter concluded (see Email August 19, 2023, Email attached as Exhibit 8), it was not adequately documented.

**B. PSG is Non-Responsible and Not Eligible for Award.**

The RFP provided that the "[s]uccessful offeror must demonstrate experience with and financial capability to *support a campus with work nearing 2 million square feet.*" Ex. 1, RFP, p. 3 (emphasis added). Offerors were required to submit a "Summary of Qualifications & Experience describing the firm's experience with *organizations similar to the SCSU in mission, size, and type.*" Ex. 1, RFP, p. 29 (emphasis added). The Offerors were required to submit "contact information for at least three (3) references in which *you provided services of a similar scope.*" Ex. 1, RFP, Attachment A, p. 48 (emphasis added).

The Procurement Code provides that "Responsibility of the bidder or offeror shall be ascertained for each contract let by the State based upon full disclosure to the procurement officer concerning *capacity to meet the terms of the contracts and based upon past record of performance for similar contracts.*" S.C. Code Ann. § 11-35-1810 (emphasis added).

Regulations provide that:

Factors to be considered in determining whether the state standards of responsibility have been met include whether a prospective contractor has:

- (1) available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- (2) a satisfactory record of performance;
- (3) a satisfactory record of integrity;
- (4) qualified legally to contract with the State; and
- (5) supplied all necessary information in connection with the inquiry concerning responsibility.

S.C. Code Regs. 19-445.2125.

First, *there were no references submitted for PSG* as PSG has only been in existence since January 10, 2023. See Secretary of State Printout, attached as Exhibit 9.

In its Proposal, PSG submitted references for some staff and subcontractors, but none of the provided references were for work of a similar scope and size. The only references from colleges were for design and construction work and the only references for facilities management were for high schools and school districts. *See* Ex.6, PSG Technical Proposal, pp. 39-42 and Section 4, Attachment A, pages 89-95 of the pdf. SCSU expressed concerns about PSG's responsibility. *See* November 17, 2023, Email attached as Exhibit 10. Upon request, PSG submitted additional references. *See* Additional References Provided, attached as Exhibit 11. However, none of those references rise to the level of experience for "services of similar scope" as required by the RFP.

Upon information and belief, PSG as a newly formed entity does not have financial ability to perform this contract. As SCSU's current vendor for this work, C&W Services has had outstanding receivables from SCSU in excess of \$1 million dollars for over a year, yet has paid its vendors performing services for the SCSU Contract. Upon information and belief, PSG does not have sufficient assets and resources to perform under such circumstances.

Accordingly, PSG should have been determined to be non-responsible and ineligible for award.

**C. PSG's proposal was non-responsive and should have either been rejected or clarified.**

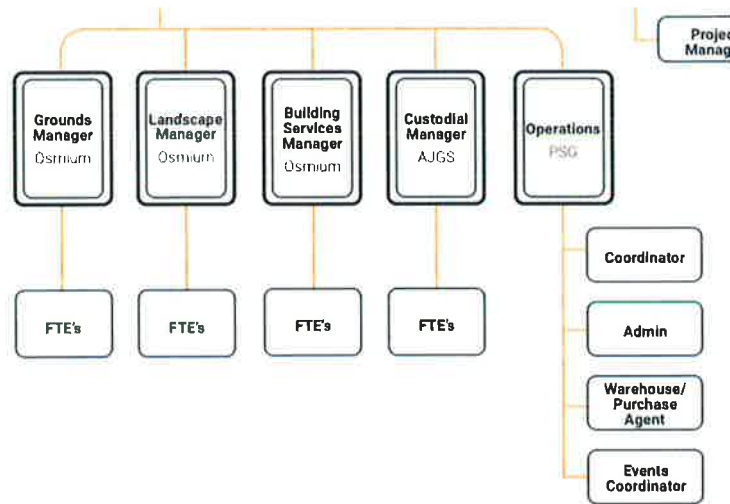
Under South Carolina law, procuring agencies may consider only responsive offerors for award. *See* S.C. Code § 11-35-1520(10) (requiring award to the "lowest responsive and responsible bidders"); S.C. Code §11-35-1530(7) (requiring "responsive" offerors to be ranked.)

The Procurement Code defines a "responsive offeror" as one "who has submitted a[n] . . . offer which conforms to all material aspects to the . . . request for proposals." S.C. Code § 11-35-1410(7). Under the provisions governing RFPs, a proposal must be responsive in order to be evaluated, ranked, and considered for award. S.C. Code § 11-35-1530(7). Generally speaking,

responsiveness is determined at the time an offer is opened and, unless discussions are conducted under section 11-35-1530(6), is based on the information included in an offeror's proposal.

This RFP sought firm, fixed pricing for a set scope of services: “For Categories 1 and 2, Offerors shall provide a monthly fee, which shall include all expenses related to the services being provided, including labor, chemicals, supplies, equipment purchases and maintenance, etc. This monthly fee shall be provided on the bid schedule and shall be placed on the corresponding line in SCEIS online submittal portal.” Ex. 1, RFP, 30. The RFP required specific proposed staffing: “Proposed Staff demonstrating the organization to be provided to SCSU. Also, describing how the offeror will provide adequate staff for all positions related to the offer and resulting contract. Also position descriptions and salary ranges. Offeror shall also disclose minimum qualifications for each position, including levels of education, development, licensure, and certifications.” Ex. 1, RFP, p. 28.

PSG’s Proposal failed to offer specific staffing as required. PSG’s Proposal at page 22 contains an organizational chart, but it just lists “FTE’s” for grounds, landscape, building services, and custodial:



Ex. 6, PSG Technical Proposal, p. 22. There is no commitment to a specified number of staff or commitment to provide all necessary staff for the firm, fixed price. The State could have addressed this issue through discussions or clarifications yet chose not to. SCSU as well as three of the Five evaluators noted the lack of staffing information. *See* Emails and Notes of Evaluators, attached as Exhibit 12. Therefore, PSG’s proposal should have either been rejected or clarified. Since the State chose not to clarify this issue, PSG’s proposal must be rejected as non-responsive.



**IV. Request for Relief**

For the foregoing reasons, C&W Services respectfully requests that the State cancel the award to PSG and resolicit. In the interim, C&W Services further requests that any award, planned award, or other contract action as to PSG be immediately stayed. S.C. Code § 11-35-4210(7).

C&W Services reserves the right to amend, supplement, and add to its protest. C&W Services further requests a hearing on its protest before the State's Chief Procurement Officer or other appropriate official and an opportunity to respond to any arguments or submissions of the State and any competitor.

Very truly yours,




Melissa J. Copeland

Enclosures

cc: Manton Grier, Esq.  
Sheila Willis

See Exhibit B to Decision, File 2024-124, for full solicitation **Protest Ex. 1**

	<p align="center"><b>State of South Carolina</b></p> <p align="center">Request for Proposal</p>	Solicitation:	5400024059
		Date Issued:	04/10/2023
		Procurement Officer:	BRITTANY SLOAN
		Phone:	803 737-3410
		E-Mail Address:	<a href="mailto:bsloan@mmo.sc.gov">bsloan@mmo.sc.gov</a>
		Mailing Address:	SFAA, Div. of Procurement Services OSP 1201 Main Street, Suite 600 Columbia SC 29201

DESCRIPTION: **FACILITIES MANAGEMENT SERVICES**

USING GOVERNMENTAL UNIT: **South Carolina State University**

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

SUBMIT OFFER BY (Opening Date/Time): **05/11/2023 11:00 AM EST** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/19/2023 4:00 PM EST** (See "Questions from Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONLINE BIDDING PREFERRED**; If submitting Online in SCEIS please See Online Bidding Instructions in Section II.B. If submitting Hardcopy, submit One (1) Original Hardcopy marked "Original", and One (1) Electronic (digital) Media Copy marked "Copy" (See "Electronic Copies-Required Media & Format" provision Section II.B.) **Initial here if NO redacted copy is necessary** \_\_\_\_\_

CONFERENCE TYPE: **Pre-Proposal**  
DATE & TIME: **04/19/2023 10:00 AM EST**

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

**LOCATION: Virtual - Please email [bsloan@mmo.sc.gov](mailto:bsloan@mmo.sc.gov), by 3:00 PM EST April 17, 2023 to receive an invitation to the conference**

AWARD & AMENDMENTS

Award will be posted on **06/07/2023**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) 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 <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
PRINTED NAME  (printed name of person signing above)	STATE OF INCORPORATION  (If you are a corporation, identify the state of incorporation.)

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

Sole Proprietorship  Partnership  Other \_\_\_\_\_

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

**PAGE TWO**

**(Return Page Two with Your Offer)**

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>          <p>_____ Payment Address same as Home Office Address          _____ Payment Address same as Notice Address (<b>check only one</b>)</p>	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <p>_____ Area Code -          _____ Number - Extension Facsimile          _____ E-mail          _____ Address</p>																								
<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)</p>          <p>_____ Payment Address same as Home Office Address          _____ Payment Address same as Notice Address (<b>check only one</b>)</p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>          <p>_____ Order Address same as Home Office Address          _____ Order Address same as Notice Address (<b>check only one</b>)</p>																								
<p><b>ACKNOWLEDGMENT OF AMENDMENTS</b>                  Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)</p>																									
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<p><b>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)</b></p>																									
<p><b>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)</b></p>																									

# PROJECT SOLUTIONS GROUP, LLC

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November 1, 2023

Ms Sheila O. Willis, CPPB  
Division of Procurement Services  
1201 Main Street, Suite 600  
Columbia, SC 29201

**Subject:** Response to "Responsibility Check for Project Solutions Group, LLC" Letter Dated Oct 30, 2023

**Ref:** RFP 5400024059

Dear Ms Willis,

In response to your recent inquiry requesting additional information, we respectfully submit the attached responses for your review and consideration.

Starting in June 2023, PSG began offering its expertise in professional management services to South Carolina State University (SCSU), covering a diverse range of programs and projects, including but not limited to investigations, pre-engineering services, maintenance and repair pre- and post-inspection services, oversight of renovation projects, and event planning and support.

PSG, LLC is a newly formed corporation in South Carolina as of 2023, with our core experience centered around the previously mentioned services provided to SCSU. However, the Principals and Executives at PSG contribute extensive expertise, allowing us to bring together a top-tier team of subject matter experts and skilled managers who are well-equipped to proficiently tackle a diverse array of facility and project management challenges, whether they are straightforward or intricate in nature.

Two of our key managers, Chonte' Martin and Mark Lambright, who will assume management roles under the SCSU Facility Management contract, bring with them substantial backgrounds and firsthand experience in overseeing comparable services at another HBCU in South Carolina. Additionally, both Dan Becker and I possess individual career spans exceeding 30 years in Facility and Project Management, and we are active members of various national industry-related associations' governing boards.

Our financial statements and references for the members of both PSG's executive and management teams are attached to this letter. The individuals listed will be actively engaged and will assume a critical role in overseeing the daily administration of the SCSU Facility Management Services contract.

If we are granted this contract, we want to provide assurance to all stakeholders that we will have the necessary capital to sustain and facilitate all contract-related activities. As part of our program, we will also incorporate monthly detailed accounting reports, offering a transparent review of all relevant financial records.

We believe that this submission addresses the requirements outlined in your recent letter. However, should you require any supplementary information, please feel free to reach out to me at your convenience.

We look forward to hearing from you soon!

Respectfully,  
PROJECT SOLUTIONS GROUP, LLC

*H. Paul Becker*

H. Paul Becker, Principal  
813.362.2505



Protest Ex. 3

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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Search

[Evania](#)   No Name History

**Detail by Entity Name**

Florida Limited Liability Company  
FJ PALMORE CONSTRUCTION, LLC

**Filing Information**

**Document Number**                    L17000213932  
**FEI/EIN Number**                    82-3164397  
**Date Filed**                                10/16/2017  
**State**                                        FL  
**Status**                                      ACTIVE  
**Last Event**                                REINSTATEMENT  
**Event Date Filed**                    02/25/2019

**Principal Address**

3820 Northdale Blvd, Ste 300  
Tampa, FL 33624

Changed: 07/28/2023

**Mailing Address**

3820 Northdale Blvd, Ste 300  
Tampa, FL 33624

Changed: 07/28/2023

**Registered Agent Name & Address**

UNITED STATES CORPORATION AGENTS, INC.  
476 RIVERSIDE AVE  
JACKSONVILLE, FL 32202

Name Changed: 02/25/2019

Address Changed: 02/18/2023

**Authorized Person(s) Detail**

**Name & Address**

Title AMBR

PALMORE, FORREST  
13902 N Dale Mabry Hwy  
#110  
Tampa, FL 33618

Title AMBR

Becker, H Paul  
13902 N Dale Mabry Hwy  
162  
#110  
Tampa, FL 33618

**Annual Reports**

Report Year	Filed Date
2021	04/07/2021
2022	01/20/2022
2023	01/10/2023

**Document Images**

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<a href="#">03/16/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2019 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/16/2017 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

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Search

[Evania](#)   No Name History

Protest Ex. 4

PROPOSAL EVALUATION RESULTS  
540004059 SCSU Facilities Management  
Date: 8/16/2023

Scorecard 1: C&W Facility Svcs		Max Points		TECHNICAL PROPOSALS						
		Eval1	Eval2	Eval3	Eval4	Eval5	Total			
Gen Admin & Mgmt	45	39	23	30	20	25				
Contract Innovation	15	10	10	15	5	3				
Social Responsibility Measures	15	10	10	15	10	5				
<b>Sum</b>	<b>375</b>	<b>59</b>	<b>43</b>	<b>60</b>	<b>35</b>	<b>33</b>			<b>230</b>	
Scorecard 2: HHS ED		Max Points		Eval1	Eval2	Eval 3	Eval 4	Eval 5	Total	
Gen Admin & Mgmt	45	43	25	43	31	30				
Contract Innovation	15	13	12	5	13	10				
Social Responsibility Measures	15	13	13	5	15	7				
<b>Sum</b>	<b>375</b>	<b>69</b>	<b>50</b>	<b>55</b>	<b>63</b>	<b>47</b>			<b>284</b>	
Scorecard 3: Owens		Max Points		Eval1	Eval2	Eval3	Eval4	Eval5	Total	
Gen Admin & Mgmt	45	30	23	5	10	25				
Contract Innovation	15	8	10	5	3	3				
Social Responsibility Measures	15	7	10	5	5	3				
<b>Sum</b>	<b>375</b>	<b>45</b>	<b>43</b>	<b>15</b>	<b>18</b>	<b>31</b>			<b>152</b>	
Scorecard 4: PSG		Max Points		Eval1	Eval2	Eval 3	Eval 4	Eval 5	Total	
Gen Admin & Mgmt	45	43	25	45	40	40				
Contract Innovation	15	14	15	15	15	15				
Social Responsibility Measures	15	14	13	15	15	10				
<b>Sum</b>	<b>375</b>	<b>71</b>	<b>53</b>	<b>75</b>	<b>70</b>	<b>65</b>			<b>334</b>	

Vendor	Offer	Lowest Price	Max %	Act. %	Max Pts	Points	Total Price points
C&W	\$ 42,802,545.00	\$ 37,014,852.00	100	86%	25	22	108.10
HHS	\$ 37,014,852.00	\$ 37,014,852.00	100	100%	25	25.00	125.00
Owens	\$ 41,297,578.50	\$ 37,014,852.00	100	90%	25	23	112.04
PSG	\$ 56,226,039.00	\$ 37,014,852.00	100	66%	25	16.46	82.29

Vendor	Tech	Price	Combined
C&W	230	108.10	338.10
HHS	284	125.00	409.00
Owens	152	112.04	264.04
PSG	334	82.29	416.29

## Protest Ex. 5

**From:** Gregg, Stacy  
**Sent:** Thursday, September 7, 2023 11:32 AM  
**To:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Cc:** Craig, Kimber <[kcraig@mmo.sc.gov](mailto:kcraig@mmo.sc.gov)>  
**Subject:** RE: [External] FW: Facilities Mgmt- Consolidated scores

Sheila,

I had the same concern, but this is how Brittany led the panel scoring. If you all find that there isn't a second award to be had, then I am all for moving forward without it.

sg

**From:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Sent:** Thursday, September 7, 2023 11:29 AM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Cc:** Craig, Kimber <[kcraig@mmo.sc.gov](mailto:kcraig@mmo.sc.gov)>  
**Subject:** RF: [External] FW: Facilities Mgmt- Consolidated scores

Stacy,  
Kimber Craig and I would like to talk with you concerning your request below. She and I are both confused by the award criteria. Per the RFP:

***AWARD BY LOT (JAN 2006)***

*Award will be made by complete lot(s) or a combination of multiple lots. [06-6015-1]*

***AWARD CRITERIA -- PROPOSALS (JAN 2006) Modified***

*Award will be made to the highest ranked, responsive and responsible offeror(s) whose offer(s) is/are determined to be the most advantageous to the State. Lot 3: Design and Construction may include additional awards to suppliers within competitive range of the highest ranked offeror (not more than 10 points less)*

HHS's scores are not within the 10 point requirement of the HRO. If you are awarding by lot, then the scoring should have been by lot. The scoring was not done by lot, it was an overall scoring.

Kimber and I are both available by phone this afternoon to discuss this. Please let us know when you have availability to talk this afternoon.

Thanks,  
Sheila

**From:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Sent:** Tuesday, September 5, 2023 6:18 PM  
**To:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Subject:** [External] FW: Facilities Mgmt- Consolidated scores



Sheila,

We said in the solicitation that we may have multiple awards for Lot 3. According to the scoresheet, HHS's scores fall well within the range that we said we would consider. Could you please send their price proposal?

sg

**From:** Sloan, Brittany <[bsloan@mmo.sc.gov](mailto:bsloan@mmo.sc.gov)>  
**Sent:** Monday, August 21, 2023 9:43 AM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Subject:** FW: Facilities Mgmt- Consolidated scores

Sending again since the message to Sheila seemed to indicate you didn't receive this.

Please confirm!

Thanks so much!



**Brittany Sloan | Procurement Manager II, Higher Education & Law Enforcement Team**  
**Division of Procurement Services | SC State Fiscal Accountability Authority**  
**1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-3410 | [bsloan@mmo.sc.gov](mailto:bsloan@mmo.sc.gov)**

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**From:** Sloan, Brittany  
**Sent:** Friday, August 18, 2023 12:57 PM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Subject:** Facilities Mgmt- Consolidated scores

Stacy,

It appears that PSG is the highest ranked offeror.

I attached their price proposal as well as the composite score graph.

Please compile any negotiation points you'd like for me to send to them.



**Brittany Sloan | Procurement Manager II, Higher Education & Law Enforcement Team**  
**Division of Procurement Services | SC State Fiscal Accountability Authority**  
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-3410 | [bsloan@mms.sc.gov](mailto:bsloan@mms.sc.gov)

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Protest Ex. 6



# Project Solutions Group

Response to South Carolina State University's  
Facilities Management Request for Proposal

File 1 - Solicitation Number: 5400024059





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# State of South Carolina

## Request for Proposal

Solicitation: 5400024059  
 Date Issued: 04/10/2023  
 Procurement Officer: BRITTANY SLOAN  
 Phone: 803 737-3410  
 E-Mail Address: [bsloan@mmo.sc.gov](mailto:bsloan@mmo.sc.gov)  
 Mailing Address: SFAA, Div. of Procurement Services OSP  
 1201 Main Street, Suite 600  
 Columbia SC 29201

DESCRIPTION: **FACILITIES MANAGEMENT SERVICES**

USING GOVERNMENTAL UNIT: **South Carolina State University**

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

SUBMIT OFFER BY (Opening Date/Time): **05/11/2023 11:00 AM EST** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **04/19/2023 4:00 PM EST** (See "Questions from Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **ONLINE BIDDING PREFERRED**; If submitting Online in SCEIS please See Online Bidding Instructions in Section II.B. If submitting Hardcopy, submit One (1) Original Hardcopy marked "Original", and One (1) Electronic (digital) Media Copy marked "Copy" (See "Electronic Copies-Required Media & Format" provision Section II.B.) **Initial here if NO redacted copy is necessary. H . P B**

CONFERENCE TYPE: **Pre-Proposal**  
DATE & TIME: **04/19/2023 10:00 AM EST**

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

LOCATION: **Virtual - Please email [bsloan@mmo.sc.gov](mailto:bsloan@mmo.sc.gov), by 3:00 PM EST April 17, 2023 to receive an invitation to the conference**

### AWARD & AMENDMENTS

Award will be posted on **06/07/2023**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

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

NAME OF OFFEROR  
**Project Solutions Group, LLC**

(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

**May 25, 2023**

TITLE  
**Managing Partner**

(business title of person signing above)

STATE VENDOR NO.  
**VN.PSGLLC23**

(Register to Obtain S.C. Vendor No. at [www.procurement.sc.gov](http://www.procurement.sc.gov))

PRINTED NAME  
**H. Paul Becker**

(printed name of person signing above)

STATE OF INCORPORATION  
**South Carolina**

(If you are a corporation, identify the state of incorporation.)

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

Sole Proprietorship  Partnership  Other \_\_\_\_\_

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

**PAGE TWO**

**(Return Page Two with Your Offer)**

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p> <p><b>3820 Northdale Blvd, Suite 300 Tampa, FL 33624</b></p>	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p><b>3820 Northdale Blvd, Suite 300 Tampa, FL 33624</b></p> <p><b>775.719.0557</b> _____ Area Code - Number - Extension Facsimile</p> <p><b>hpb@prjsolutionsllc.com</b> _____ E-mail Address</p>
--	--

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

**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
1	5/1/2023	3	5/8/2023				
2	4/10/2023	4	5/9/2023				

<p><b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p> <p><b>1.5%</b></p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>_____ Calendar Days (%)</p>
--	--	-----------------------------	-----------------------------	--------------------------------

**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)**

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)**

Eight pages omitted



H. Paul Becker  
Managing Partner  
Project Solutions Group, LLC  
3820 Northdale Blvd, Suite 300  
Tampa, Florida 33624

May 25, 2023

**Ms. Brittany Sloan**

Procurement Manager II, Higher Education & Law Enforcement Team  
SFAA, Div. of Procurement Services OSP  
1201 Main Street, Suite 600  
Columbia, SC 29201

**Subject: Solicitation: 5400024059 - Response to Request for Proposal - Facility Management Services**

**Dear Ms Sloan,**

On behalf of Project Solutions Group, LLC (PSG), I am pleased to submit this response to the Request for Proposal (RFP) issued by the State Procurement Office for South Carolina State University (SCSU) seeking Facility Management Services.

At PSG, we understand the significance of the four core competencies in facilities management and oversight identified by the Association of Physical Plant Administrators (APPA). Our comprehensive approach encompasses General Administration and Management, Maintenance and Operations, Energy and Utility Systems, and Planning, Design and Construction.

Through the adoption of state-of-the-art technologies, industry-leading practices, and a focus on innovation, we have the opportunity to streamline the day-to-day functioning of campus facilities. This optimization will not only boost performance and sustainability but also elevate the overall user experience within the campus environment.

PSG's focus is on developing "local" disadvantaged small businesses for this program. We understand the importance of the strengths and experiences of our subcontractors, as well as the connection to the community and local small businesses.

PSG's business model, incorporating a diverse team of proven local small businesses supporting SCSU's primary objectives is highlighted throughout our presentation. This approach allows us to be nimble and agile, enabling us to adjust to changing needs while maintaining high standards of performance aligned with APPA Level 2 requirements.

By utilizing the knowledge of several key subcontractors, PSG is able to quickly adapt and react as the industry and SCSU's requirements change. We can respond quickly to new challenges and capture new possibilities thanks to our agility, which ultimately benefits SCSU by guaranteeing that their facilities management demands are always handled to the highest standards.





Our collaborative approach, utilizing known and proven Local, State and Federal Certified Disadvantaged Small Businesses (outlined in our technical response), combined with our ability to provide tailored solutions, will make a significant positive impact on SCSU's facilities management landscape.

As the project's prime contractor, PSG is in charge of overseeing all financial matters, including contracts, payments, and performance reviews. This centralized control eases SCSU's administrative burden and guarantees a seamless and effective functioning. Additionally, spreading out the costs among numerous subcontractors reduces the financial risks brought on by depending on a single major firm.

We value the opportunity to be considered for this important undertaking, and we are committed to dedicating the necessary resources and expertise to ensure the success of SCSU's facility management initiatives. Our team of professionals, with their extensive knowledge and experience, is ready to collaborate closely with SCSU's stakeholders, understanding and addressing their unique requirements.

Please find enclosed our detailed proposal, which outlines our understanding of the project, our approach, and the value we bring to SCSU. We have also included references and supporting documents to showcase our qualifications and past successes of our Executive Management Team and of our Prime Subcontractors.

We look forward to the opportunity to further discuss our proposal and explore how Project Solutions Group, LLC can contribute to the continued growth and success of SCSU. Should you have any questions or require additional information, please do not hesitate to contact me directly at 813.362.2505 or [hpb@prjsolutionsllc.com](mailto:hpb@prjsolutionsllc.com).

Thank you for considering our proposal. We appreciate your time and consideration, and we eagerly await the chance to serve as your trusted partner in delivering exceptional facility management services.

Sincerely,



**H. Paul Becker**  
Managing Partner  
Project Solutions Group, LLC



Pages 15 - 38 Omitted

## Mission, Size, and Type of Organizations

As well as working with SCSU, our organization has worked on many other projects. Below is a breakdown of all larger projects we have worked on within the last decade. These projects highlight our experience and expertise within this field. However, our experience is extensive since our business has been around for more than 30 years.

Previously, we have also collaborated with a range of clients on additional projects, including:

- ★ Coastal Ridge Student Housing (Wilmington, NC)
- ★ Collier Student Housing (Gainesville, FL)
- ★ University of South Florida (FL)
- ★ Fort Jackson (SC)
- ★ US Army Reserve (500+ facilities (9 southeastern states))
- ★ Veterans Administration (50 states and US Territories)

### Crow Creek Tribal School

Our Senior Director of Construction worked on a project for Crow Creek Tribal School. This project had an estimated value of approximately \$39 million. The project involved the following tasks:

- ★ Design and build a new K-12 school.
- ★ Design and build a residence hall.
- ★ Oversee and manage site improvements.
- ★ Oversee and manage bus maintenance facilities for the school.
- ★ Manage the entire design-build process from launch to completion.
- ★ Place all facilities into full operation.

Our services during this project included working as the Project and Program Manager, and we also worked as part of the construction management team. This project posed a variety of challenges to our team, especially since we were tasked with managing multiple teams in a remote location. Our outside resources were also limited, which posed another challenge for our team.

Dan Becker partnered with the Crow Creek Tribal School to address and resolve all design changes that were caused by external circumstances. This also caused some disputes that our team managed professionally. Additionally, during this contract, our team maintained focus on controlling costs and schedules, ensuring that all activities and works were completed efficiently and effectively.

It was crucial that our team remained effectively functioning, so we could address all and any challenges we faced. This project was completed on time and without delays due to our excellent time management and teamwork skills. By working closely with Crow Creek Tribal School, we got to know the exact requirements of the contract, maintaining a healthy relationship with the client from the contract's beginning to its conclusion. Our client expressed satisfaction with our work and contribution to this project, revealing that they were pleased with the outcome of the contract.

**RELEVANT EASTERN FLORIDA STATE COLLEGE EXPERIENCE**

<b>PROJECT NAME</b>	Dormitory A
<b>LOCATION</b>	Eastern Florida State College - Melbourne, FL
<b>PROJECT TEAM</b>	<b>Architecture:</b> Design Styles Architecture <b>Engineering:</b> Infinity Engineering <b>Construction:</b> MH Williams Construction Group
<b>PROJECT INFO</b>	<b>Completion Date:</b> 2021 <b>Size:</b> 29,300 SF <b>Cost:</b> \$3.8M
<b>OWNER CONTACT</b>	Ryan Price, pricer@easternflorida.edu, 321-433-7344



**SCOPE OF WORK**

Eastern Florida State College asked DSA for help with designing their first student housing building on campus. DSA provided full Design Services for the project, including planning for an adjacent amenities center, and future additional dormitories to support campus growth. The 96-bed Residence Hall contains apartment-style suites with four individual bedrooms, two shared bathrooms, and a shared living space and kitchen.

<b>PROJECT NAME</b>	Dormitory B
<b>LOCATION</b>	Eastern Florida State College - Melbourne, FL
<b>PROJECT TEAM</b>	<b>Architecture:</b> Design Styles Architecture <b>Engineering:</b> Ingenuity Engineers, Robb & Taylor Engineering, Pennoni Engineering <b>Construction:</b> MH Williams Construction Group
<b>PROJECT INFO</b>	<b>Completion Date:</b> Ongoing <b>Size:</b> 29,300 SF <b>Cost:</b> \$6.2M
<b>OWNER CONTACT</b>	Ryan Price



**SCOPE OF WORK**

In 2019, Eastern Florida State College (EFSC) enlisted the help of Design Styles Architecture to design their first student housing and amenities building on their Melbourne campus. In 2022, EFSC called on DSA once again to produce a second student housing building, using the same design. The dormitory building will feature apartment-style suites with four individual bedrooms, two shared bathrooms, and shared living and kitchen spaces.

RELEVANT SAINT LEO UNIVERSITY EXPERIENCE

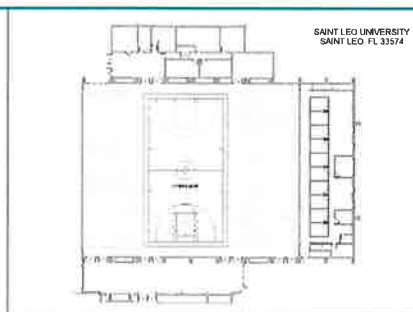
<b>PROJECT NAME</b>	Tampa Campus
<b>LOCATION</b>	Saint Leo University - Saint Leo, FL
<b>PROJECT TEAM</b>	<b>Architecture:</b> Design Styles Architecture <b>Engineering:</b> Wilson & Girgenti <b>Construction:</b> Interstruct Tampa
<b>PROJECT INFO</b>	<b>Completion Date:</b> 2020 <b>Size:</b> 34,300 SF <b>Cost:</b> \$485K
<b>OWNER CONTACT</b>	Jose Caban, jose.caban@saintleo.edu, 352-588-8200



**SCOPE OF WORK**

St. Leo University asked DSA for help with Restoring the Historic Berriman-Morgan Cigar Factory, and former Argosy University Campus, into a Satellite Campus in the Downtown Tampa area. The 3-story building was brought up to code and renovated to include new classrooms, administrative offices, and conference rooms for various departments.

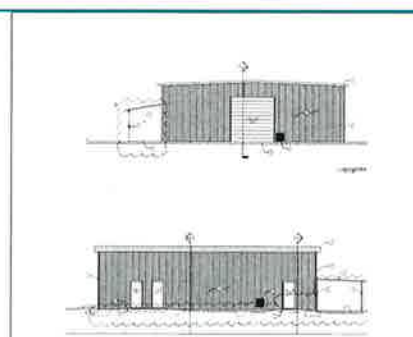
<b>PROJECT NAME</b>	Bowman Athletic Center Seating
<b>LOCATION</b>	Saint Leo University - Saint Leo, FL
<b>PROJECT TEAM</b>	<b>Architecture:</b> Design Styles Architecture <b>Engineering:</b> Walter P. Moore <b>Construction:</b> Steve Ward & Associates
<b>PROJECT INFO</b>	<b>Completion Date:</b> 2020 <b>Size:</b> 12,200 <b>Cost:</b> \$500K
<b>OWNER CONTACT</b>	Jose Caban, jose.caban@saintleo.edu, 352-588-8200



**SCOPE OF WORK**

DSA was contracted to replace the telescopic seating at the Bowman Athletic Center for Saint Leo University. Services being provided include Building Code Information Research to support bleacher system, Life Safety Plans, Building Modification, and Structural and Electrical Documentation to support modification.

<b>PROJECT NAME</b>	Metal Building
<b>LOCATION</b>	Saint Leo University - Saint Leo, FL
<b>PROJECT TEAM</b>	<b>Architecture:</b> Design Styles Architecture <b>Engineering:</b> Surak Engineering, Integral Engineering <b>Construction:</b> Creative Contractors
<b>PROJECT INFO</b>	<b>Completion Date:</b> 2020 <b>Size:</b> 3,000 SF <b>Cost:</b> \$455K
<b>OWNER CONTACT</b>	Jose Caban, jose.caban@saintleo.edu, 352-588-8200



**SCOPE OF WORK**

DSA was contracted to provide architectural consulting for an existing metal building for Saint Leo University. Record drawings were developed for the building before moving it onto the University's campus for facilities storage.

RELEVANT UNIVERSITY OF TAMPA EXPERIENCE

<b>PROJECT NAME</b>	Morsani Hall Renovation - CEP	
<b>LOCATION</b>	The University of Tampa - Tampa, FL	
<b>PROJECT TEAM</b>	<b>Architecture:</b> Design Styles Architecture <b>Engineering:</b> McKim & Creed <b>Construction:</b> DPR Construction	
<b>PROJECT INFO</b>	<b>Completion Date:</b> Ongoing <b>Size:</b> 5,800 SF <b>Cost:</b> \$1.8M	
<b>OWNER CONTACT</b>	Scott Gossen, sgossen@ut.edu, 813-220-5266	

SCOPE OF WORK

In conjunction with the Central Energy Plant serving the north side of campus, The University requested design services for a new receiving and trash compactor building to serve the existing Morsani Hall. A phased project, Phase One involved a building addition of 2,000 SF, and Phase Two is currently in progress, with an anticipated additional 1,200 SF.

<b>PROJECT NAME</b>	Central Energy Plant	
<b>LOCATION</b>	The University of Tampa - Tampa, FL	
<b>PROJECT TEAM</b>	<b>Architecture:</b> Design Styles Architecture <b>Engineering:</b> McKim & Creed <b>Construction:</b> DPR Construction	
<b>PROJECT INFO</b>	<b>Completion Date:</b> Ongoing <b>Size:</b> 7,300 SF <b>Cost:</b> \$26M	
<b>OWNER CONTACT</b>	Scott Gossen, sgossen@ut.edu, 813-220-5266	

SCOPE OF WORK


DSA was asked to provide building assessment and construction document services for a new central energy plant to accommodate for future expansion on the University of Tampa Campus. It was important to the university that the plant was not only functional, but also spoke to the overall aesthetic language of the campus. We are currently working on this project with an anticipated completion date of Summer 2023.

<b>PROJECT NAME</b>	Cass Science Building Addition	
<b>LOCATION</b>	The University of Tampa - Tampa, FL	
<b>PROJECT TEAM</b>	<b>Architecture:</b> Design Styles Architecture <b>Engineering:</b> McKim & Creed, Mills & Associates, Master Consulting Engineers <b>Construction:</b> DPR Construction	
<b>PROJECT INFO</b>	<b>Completion Date:</b> 2022 <b>Size:</b> 70,500 SF <b>Cost:</b> \$5.3M	
<b>OWNER CONTACT</b>	Scott Gossen, sgossen@ut.edu, 813-220-5266	

SCOPE OF WORK

DSA was asked to remodel an existing multi-use academic building to include an 8,000 square foot addition. The existing space housed recreational facilities, classrooms, multipurpose rooms, and offices. The addition includes multiple laboratory spaces, new entry, and supporting mechanical infrastructure improvements to the facility.

Pages 43 to end of proposal omitted

	<p align="center"><b>State of South Carolina</b></p> <p align="center"><b>RECORD OF NEGOTIATIONS</b></p>	<p><b>Solicitation Number :</b> 5400024059  <b>Procurement Officer :</b> Sheila Willis, CPPB  <b>Phone :</b> 803-737-4417  <b>E-Mail Address :</b> swillis@mmo.sc.gov  <b>Address :</b> 1201 Main Street          Suite 600          Columbia, SC 29201</p>
---	--	---

**CONTRACT DESCRIPTION:** Facilities Management Services  
**USING GOVERNMENTAL UNIT:** South Carolina State University  
**OFFEROR'S NAME AND ADDRESS:** Project Solutions Group, LLC  
 3820 Northdale Blvd, Suite 300  
 Tampa, FL 33624

**IMPORTANT NOTICE:**  
 Offeror is required to sign this document and return \_\_\_\_\_ copies to the procurement officer named above by the following date: \_\_\_\_\_.

**DESCRIPTION OF NEGOTIATED CHANGES:** (attach additional pages if necessary)

Final contract pricing is as follows:

Line Number	QTY	UOM	Unit Price	Extended Price
1. Facilities Office Management	60	Months	\$ 117,299.00	\$ 7,037,940.00
2. Skilled & Trades (Months 1-3)	3	Months	\$ 750,400.33	\$ 2,251,200.99
2. Skills & Trades (Months 4-60)	57	Months	\$ 473,305.55	\$ 26,978,416.35
Total Annual Price (Yr. 1)			\$ 7,566,641.94	
Total Annual Price (Yr. 2-5)			\$ 28,349,018.40	
Total Potential Value (Years 1-5)			\$ 35,915,660.34	

Unless removed by negotiations or change order, all work defined and solicited in RFP 5400024059 shall be included in the pricing above. See Page 2 for additional changes.

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

**OFFEROR'S CERTIFICATE OF CURRENT COST OR PRICING DATA:** The Offeror certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Offeror to the Procurement Officer in support of the proposed contract are accurate, complete, and current as of the date this record of negotiations is signed. [Procurement Officer must initial here \_\_\_\_\_ if Certificate inapplicable to this Record of Negotiations]

(See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

**CERTIFICATE REGARDING ORGANIZATIONAL CONFLICTS OF INTEREST (OCI):** The contractor certifies that it has complied with its obligation to disclose any actual or potential organizational conflict of interest.

(See "Disclosure of Conflicts of Interest or Unfair Competitive Advantage" provision) (Reference § 11-35-1840 & R. 19-445.2127)

**SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BINDING OFFER TO ENTER A CONTRACT ON BEHALF OF OFFEROR:**

By: H. Paul Becker  
 (authorized signature)

H. Paul Becker  
 (printed name of person signing above)

Its: Managing Partner  
 (title of person signing above)

Date: 12/05/2023

**SIGNATURE OF PERSON AUTHORIZED TO APPROVE NEGOTIATED MODIFICATIONS ON BEHALF OF USING GOVERNMENTAL UNIT:**

By: Sheila D. Willis, CPPB  
 (authorized signature)

Sheila Willis, CPPB  
 (printed name of person signing above)

Its: Procurement Officer  
 (title of person signing above)

Date: 12/07/2023



Additional negotiations items include the following:

1. Contractor acknowledges that based on SC law, all projects for design work (Architectural and Engineering Services) and construction must be competed. As such, the Contractor (along with any companies affiliated with the Contractor and its principal or ownership) cannot participate as potential offerors in such projects because of actual or perceived unfair competitive advantages or conflicts of interest.
2. All Procurements for the expenditure of SCSU funds shall be performed and facilitated by SCSU employees. This includes but is not limited to facilities maintenance, construction, supplies, and equipment (Reference Clause 07-7B205-1 of the original solicitation, Page 43). SCSU shall provide oversight for all projects and services managed by the Contractor (Reference III.E Contracting Officer Representative, Page 23 of the original solicitation). For clarity, all projects and procurements for the acquisition of Professional Services, Construction, and SCSU owned equipment and supplies will be performed either with oversight by SCSU staff or by SCSU staff. The appropriate method will be at the discretion of SCSU.
3. The following third-party contracts are removed from the Facilities Management contract:
  - a. Elevator Maintenance & Repair Service
  - b. Fire Alarm Service
  - c. Fire Extinguisher Service

## Protest Ex. 8

**From:** [Gregg, Stacy](#)  
**To:** [Willis, Sheila](#)  
**Cc:** [Sloan, Brittany](#); [Perry, Nakendra](#); [Craig, Kimber](#); [Singleton, Delbert](#)  
**Subject:** [External] Re: MMO - SC State University on-going projects  
**Date:** Saturday, August 19, 2023 4:02:27 PM

---

Sheila,

Thank you for reaching out. I understand your concern. We want to move Facilities Management quickly; and unless I missed it, we are waiting for the composite scoresheet for it.

Our President has asked it to be awarded by September 1.

Sg

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Sent:** Friday, August 18, 2023 4:39:59 PM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Cc:** Sloan, Brittany <[bsloan@mmo.sc.gov](mailto:bsloan@mmo.sc.gov)>; Perry, Nakendra <[nperry@mmo.sc.gov](mailto:nperry@mmo.sc.gov)>; Craig, Kimber <[kcraig@mmo.sc.gov](mailto:kcraig@mmo.sc.gov)>; Singleton, Delbert <[delbert@sfaa.sc.gov](mailto:delbert@sfaa.sc.gov)>  
**Subject:** MMO - SC State University on-going projects

Stacy,

We have multiple outstanding projects open for SC State University that you requested be prioritized for the start of the school year. Please see below for the listing:

- RFP 5400022833 Beverage Vending Services – we received this cart back in January 2022, RFP was published in December 2022, RFP opened February 28, 2023 and Nakendra has been waiting on negotiation points since May 2, 2023. Typically there isn't much to negotiate on a beverage vending services contract. Nakendra sent a second request to extend the price proposal and the highest ranked offeror will only agree to hold the pricing through October 31, 2023. She'll need your negotiation points by September 15<sup>th</sup> in order to complete negotiations and award the contract prior to the price expiring. What is the status?
- IFB 5400025506 Game Day Event Management Services – you requested and stressed the importance of having a contract in place by August 1, 2023 due to the start of football season. Nakendra was ready to award this in July 2023 however, you informed her on July 11<sup>th</sup> that the bid exceeded SCSU budget. What is the status?
- RFP 5400024059 Building and Facilities Management Services – I understand that scoring was held earlier this week and as of today, Brittany sent you the composite score sheet and has requested the negotiation points.

Please be aware that Brittany's last day with our Division is Friday, August 25<sup>th</sup> . It would be extremely helpful if you could follow up with both Nakendra and Brittany to try and close out your projects. The Education and Law Enforcement Team will be down 2 staff members upon Brittany's departure so your timeliness in your responses will be appreciated.

Thanks,

**Sheila O. Willis, CPPB | Team Lead-Procurement Manager | Education & Law Enforcement Agency Sourcing**

**Division of Procurement Services | SC State Fiscal Accountability Authority**

**1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-4417**

**[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)**



South Carolina Secretary of State

Protest Ex. 9

# Business Entities Online

File, Search, and Retrieve Documents Electronically

## Project Solutions Group LLC

### Corporate Information

**Entity Id:** 01285273

**Entity Type:** Limited Liability Company

**Status:** Good Standing

**Domestic/Foreign:** Domestic

**Incorporated State:** South Carolina

### Important Dates

**Effective Date:** 01/10/2023

**Expiration Date:** N/A

**Term End Date:** N/A

**Dissolved Date:** N/A

### Registered Agent

**Agent:** Registered Agents Inc

**Address:** 6650 Rivers Ave. STE 100  
Charleston, South Carolina 29406

### Official Documents On File

Filing Type	Filing Date
Articles of Organization	01/10/2023

## Protest Ex. 10

**From:** [Gregg, Stacy](#)  
**To:** [Willis, Sheila](#)  
**Cc:** [Craig, Kimber](#); [Perry, Nakendra](#)  
**Subject:** Re: [External] FW: Final Negotiation - Facilities Management  
**Date:** Friday, November 17, 2023 10:52:26 AM

---

Sheila,

Remember we agreed that I would check for references. I was advising that there were none for me to check.

Also, I asked for you to check for capacity because I didn't want us to get to the end of this only for you to say he isn't responsible.

If you believe he is responsible, then I believe this will be wrapped up next week.

Sg

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Sent:** Thursday, November 16, 2023 4:01:43 PM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Cc:** Craig, Kimber <[kcraig@mmo.sc.gov](mailto:kcraig@mmo.sc.gov)>; Perry, Nakendra <[nperry@mmo.sc.gov](mailto:nperry@mmo.sc.gov)>  
**Subject:** RE: [External] FW: Final Negotiation - Facilities Management

Stacy,

The fifth PDF document I sent you on Tuesday is the references he sent for himself and his team. As far as similar contracts goes, he states in his first PDF document titled "Response to Responsibility Check Letter" that "PSG, LLC is a newly formed corporation in SC as of 2023, with our core experience centered around the previously mentioned services provided to SCSU." Unfortunately, the information that was requested is only for his company's experience. The panel scored the qualifications and experience and after compiling those scores, PSG is the highest ranked offeror. If SCSU feels that the offeror is not capable to perform the requirements requested in the RFP, please submit to our office the determination of non-responsibility for PSG.

Of course, at this point in the process, all other offers are no longer valid. Offers were only good for 90 calendar days after opening, the 90<sup>th</sup> day was August 24<sup>th</sup>. We would have to reach out to offeror #2 to see if they are willing to hold their offer while negotiations are conducted with them. They may or may not agree.

Sheila

**From:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Sent:** Tuesday, November 14, 2023 5:58 PM  
**To:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>

**Subject:** RE: [External] FW: Final Negotiation - Facilities Management

Sheila,

I do not see a reference list in Paul's submittal. Nor do I see a list of similar contracts. Could you please ask for it?

sg

**From:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>

**Sent:** Tuesday, November 14, 2023 4:55 PM

**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>

**Subject:** RE: [External] FW: Final Negotiation - Facilities Management

Stacy,

I'm on annual leave starting Friday and won't return to the office until November 27<sup>th</sup>. I can try to see if Nakendra or Kimber could attend in my absence. I'll let you know.

Sheila

**From:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>

**Sent:** Tuesday, November 14, 2023 4:10 PM

**To:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>

**Subject:** [External] FW: Final Negotiation - Facilities Management

Can we schedule this for late Friday? If not, early Monday?

sg

**From:** Smalls, Gerald H <[gsmalls1@scsu.edu](mailto:gsmalls1@scsu.edu)>

**Sent:** Tuesday, November 14, 2023 3:44 PM

**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>

**Subject:** Final Negotiation - Facilities Management

Dear Stacy,

Can we please have our final negotiation on Friday. We need to close this out. I am getting calls from C&W vendors. Let's talk about another matter also.

Give me a call.

Smalls

Dr. Gerald Hubbard Smalls

South Carolina State University

Vice President of Finance and Administrations/ CFO

William R. Lowman Hall  
300 College Street, Northeast / POB 7007  
Orangeburg, South Carolina 29117  
(803) 517-6223  
[gsmalls1@scsu.edu](mailto:gsmalls1@scsu.edu)

# PROJECT SOLUTIONS GROUP, LLC

---

## REFERENCES

Ref: RFP 5400024059

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(843) 610-7015  
Ronald.b.cat@usace.army.mil



	<h2 style="margin: 0;">State of South Carolina</h2> <p style="margin: 10px 0 0 0;">Request for Proposal</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Solicitation:</td> <td>5400024059</td> </tr> <tr> <td style="padding: 2px;">Date Issued:</td> <td>04/10/2023</td> </tr> <tr> <td style="padding: 2px;">Procurement Officer:</td> <td>BRITTANY SLOAN</td> </tr> <tr> <td style="padding: 2px;">Phone:</td> <td>803 737-3410</td> </tr> <tr> <td style="padding: 2px;">E-Mail Address:</td> <td><a href="mailto:bsloan@mmo.sc.gov">bsloan@mmo.sc.gov</a></td> </tr> <tr> <td style="padding: 2px;">Mailing Address:</td> <td>SFAA, Div. of Procurement Services OSP 1201 Main Street, Suite 600 Columbia SC 29201</td> </tr> </table>	Solicitation:	5400024059	Date Issued:	04/10/2023	Procurement Officer:	BRITTANY SLOAN	Phone:	803 737-3410	E-Mail Address:	<a href="mailto:bsloan@mmo.sc.gov">bsloan@mmo.sc.gov</a>	Mailing Address:	SFAA, Div. of Procurement Services OSP 1201 Main Street, Suite 600 Columbia SC 29201
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Phone:	803 737-3410													
E-Mail Address:	<a href="mailto:bsloan@mmo.sc.gov">bsloan@mmo.sc.gov</a>													
Mailing Address:	SFAA, Div. of Procurement Services OSP 1201 Main Street, Suite 600 Columbia SC 29201													

**DESCRIPTION: FACILITIES MANAGEMENT SERVICES**

**USING GOVERNMENTAL UNIT: South Carolina State University**

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

**SUBMIT OFFER BY (Opening Date/Time): 05/11/2023 11:00 AM EST** (See "Deadline for Submission of Offer" provision)

**QUESTIONS MUST BE RECEIVED BY: 04/19/2023 4:00 PM EST** (See "Questions from Offerors" provision)

**NUMBER OF COPIES TO BE SUBMITTED: ONLINE BIDDING PREFERRED;** If submitting Online in SCEIS please See Online Bidding Instructions in Section II.B. If submitting Hardcopy, submit One (1) Original Hardcopy marked "Original", and One (1) Electronic (digital) Media Copy marked "Copy" (See "Electronic Copies-Required Media & Format" provision Section II.B.) **Initial here if NO redacted copy is necessary** \_\_\_\_\_

**CONFERENCE TYPE: Pre-Proposal**  
**DATE & TIME: 04/19/2023 10:00 AM EST**

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

**LOCATION: Virtual - Please email [bsloan@mmo.sc.gov](mailto:bsloan@mmo.sc.gov), by 3:00 PM EST April 17, 2023 to receive an invitation to the conference**

**AWARD & AMENDMENTS**

Award will be posted on **06/07/2023**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

You must submit a signed copy of this form with Your Offer. By signing, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) 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](http://www.procurement.sc.gov))

**PRINTED NAME**

(printed name of person signing above)

**STATE OF INCORPORATION**

(If you are a corporation, identify the state of incorporation.)

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

Sole Proprietorship  Partnership  Other \_\_\_\_\_

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

**PAGE TWO**

**(Return Page Two with Your Offer)**

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

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (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 ( <b>check only one</b> )	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address ( <b>check only one</b> )

**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

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
--	----------------------	----------------------	----------------------	-------------------------

**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)**

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Preferences do not apply to Request for Proposals per SC Consolidated Procurement Code Section 11-35-1524, e (5)**

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## I. SCOPE OF SOLICITATION

### ACQUIRE SERVICES (Modified)

It is the intent of the State Procurement Office, to solicit proposals from qualified offerors on behalf of the South Carolina State University (SCSU) to establish a contract for Facility Management Services in accordance with all requirements stated herein.

By way of this solicitation, SCSU seeks innovative solutions, which will result in one or multiple contracts to cover our need to address the four (4) core competencies that encompass the broad range of facilities management oversight as identified by the Association of Higher Education Facilities Officers (APPA):

- General Administration and Management
- Maintenance and Operations
- Energy and Utility Systems
- Planning, Design and Construction

This solicitation's approach is unlike the previous ones in that there is an opportunity for multiple Contractor(s). Also, offerors are encouraged to provide innovative solutions to carry-out daily operations for the campus. As such, there is not a formalized budget for each section.

Successful offeror must demonstrate experience with and financial capability to support a campus with work nearing 2 million square feet.

[01-1010-1]

### MAXIMUM CONTRACT PERIOD - ESTIMATED (Modified)

**Start date: 06/19/2023 End date: 06/18/2028.**

Dates provided are estimates only.

Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

This is a one (1) year contract with four (4) one (1) year renewal options. The maximum potential contract life is five (5) years.

## **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)]
- CAPITAL EXPENDITURES means expenditures valued at \$5,001.00 or greater and have a useful life of at least three years and are defined as any new construction, renovation and/or modification of client's buildings, equipment, appliances, electrical and mechanical systems that change the original purpose of the client's facility. The University will be responsible for capital expenditures over the \$5,001.00 threshold
- 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(s) 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(s). [11-35-310(9)]
- CONTRACTOR(S) means the Offeror receiving an award as a result of this solicitation.
- COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
- OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
- OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
- PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
- PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
- YOU and YOUR means Offeror.



- SOLICITATION means this document, including all its parts, attachments, and any Amendments.
- STATE means the Using Governmental Unit(s) identified on the Cover Page.
- SUBCONTRACTOR(S) 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. May also be referred to as South Carolina State University, SCSU, SC State University, or the University.
- WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor(s) to fulfill the Contractor(s)'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](http://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 (Modified)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

#### **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(s) 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 (MAY 2008)**

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

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

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

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

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

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

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

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

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

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

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

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

### **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

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

### **DRUG FREE WORKPLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor(s) certifies that, if awarded a contract, Contractor(s) 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(s) 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(s) 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(s) shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

#### **OMIT TAXES FROM PRICE (JAN 2004)**

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

#### **OPEN TRADE REPRESENTATION (JUN 2015)**

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

#### **PROTESTS (MAY 2019)**

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

#### **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

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

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

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named Subcontractor(s) 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]

Please address emails to [Bsloan@mmo.sc.gov](mailto:Bsloan@mmo.sc.gov) and put the solicitation number and name in the subject line.

#### **REJECTION/CANCELLATION (JAN 2004)**

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

#### **RESPONSIVENESS/IMPROPER OFFERS (JUN 2015)**

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

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

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

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

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

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

## **SIGNING YOUR OFFER (JAN 2004)**

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

## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first 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 (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that Subcontractor(s) for work pursuant to the contract. The Subcontractor(s) 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(s) 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(s). The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the Subcontractor(s)'s certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the Contractor(s)'s income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding Subcontractor(s) certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

### **VENDOR REGISTRATION MANDATORY (MOD)**

**[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](http://www.procurement.sc.gov) and select Doing Business with Us. Then select 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 & 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 Index - Business Entities Online - S.C. Secretary of State \(sc.gov\) or S.C. Department of Revenue Withholding \(sc.gov\).](#)

**This process may take fifteen (15) days or more. Offerors are urged to begin registration (with all 3 sites) as soon as possible.**

#### **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

### CONFERENCE - PRE-BID/PROPOSAL (MOD)

Pre-Bid/Proposal Conference Date and Time: **04/18/2023 10:00 am** (EST)

Location of Pre-Bid/Proposal Conference: Microsoft Teams (virtual)

**If you would like to participate in the virtual conference using this method, please contact Brittany Sloan at [bsloan@mmo.sc.gov](mailto:bsloan@mmo.sc.gov) on or by April 17, 2022 between 9:00am and 4:00 pm to request the conference access information.**

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 above. **Have a copy of the solicitation ready so you can follow along with the discussion.** 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-Proposal Conference. While attendance is not required, Offerors are strongly encouraged to attend and participate. The purpose of the Pre-Proposal Conference 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.

### CONTENTS OF OFFER (RFP) (FEB 2015)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal. Each part should be bound in a single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

### ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (Modified)

**Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS."** If you must submit an electronic copy other than using SCEIS, the following instructions apply. An electronic copy or copies must be submitted on a USB drive. Submit the number of copies indicated on the cover page. Each copy should be on separate media. Your business and technical proposals must be on separate media. Every USB drive must be labeled with the solicitation number and the offeror's name and specify whether its contents address the technical proposal or business proposal. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office

(version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. Submit your electronic copies to the following address: State Fiscal Accountability Authority, 1201 Main Street, Suite 600, Columbia SC 29201.

**ON-LINE BIDDING INSTRUCTIONS (Modified)**

(a) Mandatory Registration. You must register before you can submit an offer online! 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](http://www.procurement.sc.gov) under the heading "Submitting Offers."
3. Confirm your offer has a status of "submitted" by refreshing the "RFx and Auctions" screen. Only offers with a status of "submitted" have been received by the State. Offers with a status of "saved" have not been received.
4. Save or print a copy of your offer using the "Print Preview" button after your offer has been submitted.

If you encounter problems submitting your bid, you may:

- i. contact the SCEIS Service Desk at (803) 896-0001 (select option 1 for SCEIS help); or,
- ii. submit a SCEIS Service Desk Vendor Ticket Form: <http://www.sceis.sc.gov/vendorrequests/>

**OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

**PROTEST - CPO - MMO ADDRESS (Modified)**

Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

- (a) by email to [protest-mmo@mmo.state.sc.us](mailto:protest-mmo@mmo.state.sc.us),
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**SITE VISIT (JAN 2006) (MOD)**

A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor(s) 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(s) 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.

The University will host two distinct site visits:

Buildings (Inside Facilities)	Grounds (Outside Facilities)
Date: April 14, 2023	Date: April 14, 2023
Time: 10:00 am – 12:00 pm	Time: 2:00 – 4:00 pm

Point of Contact: Ken Davis

Location: Crawford Zimmerman Building (front lobby); 300 College Avenue; Orangeburg, SC 29117

Telephone: 803-378-5113

**Note: Questions will not be accepted at the site visit. Potential Offerors are strongly encouraged to submit questions from site visits in writing to the Procurement Officer prior to the Pre-proposal conference so that they may be addressed during the conference. The deadline for questions shall be after the Pre-proposal conference. No answers shall be official unless they are provided in writing through an amendment to the solicitation.**

[02-2B165-1]

### III. SCOPE OF WORK/SPECIFICATIONS

#### About South Carolina State University (SCSU)

South Carolina State University was founded in 1896 and has maintained a legacy of excellence in education. We have been home to generations of scholars and leaders in business, military service, government, athletics, education, medicine, science, engineering technology and more. Located in Orangeburg, SC., SC State was founded as a land grant college with a mission of providing education and service to the citizens of the state. In its first century, SC State was a leader in education and continues to lead the way into the next century.

South Carolina State University experienced a decline in student enrollment throughout the life of the previous contract. Currently, we are aggressively recruiting students; and project that student enrollment will substantially increase in the next few years. Recent enrollment has been as follows:

Fall 18	Fall 19	Fall 20	Fall 21	Fall 22
3,022	2,479	2,339	2,374	2,649

Information regarding statistics and demographics may be found on the Commission for Higher Education's website: <https://www.che.sc.gov/che-data-and-reports>.

SC State University began outsourcing Facilities Operations and Maintenance in 2004. Potential Offerors may revisit contract information for those contracts <https://webprod.cio.sc.gov/SCSolicitationWeb/solicitationSearch.do>

#### Scope of Work

##### A. Overview

In an attempt to narrow the breadth of professional oversight and bring some level of order to an organization's many activities, the Association of Higher Education Facilities Officers (APFA) identified four (4) core competencies that encompass the broad range of facilities management oversight:

- General Administration and Management
- Maintenance and Operations
- Energy and Utility Systems
- Planning, Design and Construction

The resulting contracts will encompass the above and shall be awarded to cover the following areas:

1. **Facilities Office Management** – with onsite positions to manage daily campus activities including workorder receipt and assignment, general facilities and maintenance project management, receptionist and clerical. Employees provided for Facilities Office Management positions will be handling sensitive data and will be expected to sign non-disclosure agreements for the University. The contractor shall provide oversight for all actions and projects related to Facilities operations and shall furnish for itself a computerized application for managing, monitoring, and reporting staff, assets, and activities provided to SCSU. The current contractor owns and utilizes Computerized Maintenance Management System (CMMS). All data incorporated in the software shall remain property of SC State University.
2. **Skilled and Trades Workers** – with onsite positions to manage custodial operations, grounds maintenance, and trades positions, which will include but may not be limited to custodial services for

inside facilities, maintenance and care of grounds (which may or may not include athletics fields), and trades services including but not limited to plumbers, carpenters, HVAC technicians, locksmiths, electricians, painters, light movers, fire compliance officers, etc. The contractor for this category will be responsible for acquiring and managing and paying Subcontractors to take care of the following items:

1. Uniforms (Previously \$82,000.00 per year)
  2. Fire Alarm Service (Previously \$91,482.00 per year)
  3. Pest Control Service (Previously \$40,000.00 per year)
  4. Fire Extinguisher Service (Previously \$15,000.00 per year)
  5. Elevator Maintenance & Repair Service (Previously \$94,200.00 per year)
  6. Water Treatment Service (\$21, 640.00 per year)
  7. Waste Management Service (Previously \$125,000.00 per year)
3. **Planning and Construction** – with offsite talent to be utilized for specific construction projects as needed, SCSU will award to multiple Contractors to maintain a collection of qualified suppliers to assist in an advisory and management capacity such that the University may institute sustainable strategies, energy conservation methods, low maintenance materials and renewable energy sources to the extent possible. The successful Facilities Management Services Contractor(s) shall:
- a. Coordinate planning and construction projects with SC State University Associate VP of Facilities/Planning & Construction and staff. These services will vary from project to project but will generally consist of managing architectural and/or engineering services procured and administered in accordance with the South Carolina Consolidated Procurement Code, and the Manual for Planning and Execution of State Permanent Improvements.
  - b. Provide recommendations to facility planning and facility operations with regard to building construction and renovation practices and their impact on energy and sustainability.
  - c. The successful Facilities Management Services Contractor(s) will provide assistance with research, planning, development and site analysis.
  - d. The successful Facilities Management Services Contractor will provide advisement, planning, construction administration and post construction services for University renovation and capital construction projects including, but not limited to, the following projects
    - i. Architecture Design
    - ii. Landscaping Design
    - iii. Structural Repairs
    - iv. Mechanical, Electrical and Life Safety Upgrades and Replacements
    - v. Building Interior and Exterior Renovations and Repairs
    - vi. New Construction
    - vii. Recreational and Athletic Facilities
    - viii. Utility and Infrastructure Systems
    - ix. Historical Restoration
    - x. Educational Facilities
    - xi. Low maintenance and sustainable materials
    - xii. Renewable energy sources
    - xiii. Energy and Utility Systems

Without substantially modifying the scope of this contract, SC State University reserves the right to add, change and/or delete from this contract as necessary. All change orders and/or amendments to the contract must be

communicated in writing between you and the university procurement office and must be approved by the State Procurement Office prior to implementation.

**B. General Scope of Project**

Contractor(s) shall perform services in compliance with the resulting contract. The minimum scope of work for each of the above referenced categories shall be provided as an attachment to this solicitation.

Additionally, the following shall apply.

1. Environmental Health and Safety - You and your Subcontractor(s) shall comply with all applicable Federal, State, and Local laws and regulations, as well as all University Environmental Health and Safety policies and procedures. You and your Subcontractor(s) shall cooperate with SC State Environmental Health and Safety Administrator to ensure regulatory compliance. Annual regulatory compliance report is to be submitted to VP of Finance.
2. Parking - The same regulations and fees as apply to SC State employees shall govern parking on University property by the Contractor(s)'s employees. SCSU will provide information regarding costs associated with parking permits.
3. Office and Storage Space - The University agrees to provide you with the use of office and storage spaces on the University premises from which to conduct its management-support services. All such spaces are to be under the control of Contractor(s). Such use shall include all utilities including water, sewer, electricity, internet and local telephone services. Such utilities shall be provided without costs to Contractor(s). Office furniture and internet access will be provided.
4. Contractor shall furnish all supply, equipment, and human resources needed to provide services identified here-in.
5. Additional Items/Services - Additional items or services within the scope of the contract and found to be needed by the University may be added to the contract if mutually agreeable to you and the University and approved by the State Procurement Office. No additional items or services may occur without the appropriate procurement officer's written consent in the form of a University issued purchase order. Any work outside of the contract completed by you without proper approval and an authorized purchase order issued in advance will be done at the cost of the Contractor(s). Charge/Reimbursable Work shall only be authorized or requested in writing by the SC State University Associate VP of Facilities.
6. Service Performance - All services performed under the Contract shall be in accordance with the terms and provisions of the contract. The University will determine whether such services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the SC State University Associate VP of Facilities.
7. Accessibility to Employees and Facilities - To ensure a smooth transition of services, the successful Contractor(s) will be allowed contact with employees and access to the University's facilities prior to the starting date of the contract. Contact with employees and access to facilities will be in accordance with a mutually agreed upon transition schedule. The anticipated transition time is approximately thirty (30) days.
8. Audit - The University reserves the right to audit and/or examine for compliance any provisions associated with the contract to determine that the company has met all obligations under the terms of the contract. Such records and accounts shall be maintained for five (5) years after the end of the contract year to which they relate.
9. Dangerous/Hazardous Conditions - You shall not do, or permit anything to be done on said premises,

nor bring or keep on the premises anything which will in anyway increase the fire insurance rate or premium to the University, or which will constitute a nuisance or create a dangerous or hazardous condition.

10. Operating Programs - You will prepare operating programs for each operating unit and necessary sub-units. Timelines for submission of these operating programs will be established with successful offeror. The operating programs shall include - but not be limited to - the following information:
  - a. Organization of the operating unit and sub-units.
  - b. Staffing of the operating unit by job classification keyed to work identification
  - c. Updated and approved job descriptions for each job classification
  - d. Individual worker assignments and responsibilities
  - e. Operating procedures including tasks, frequencies, methods, and information flow
  - f. Material, tools, equipment, and supply requirements including basic specifications for individual items
  - g. Performance standards for the work to be done by the operating unit;
  - h. Quality assurance program to ensure compliance with the performance standards;
  - i. Schedules for work to be done on an infrequent but recurring basis;
  - j. Description of training requirements including training rosters and records;
  - k. Methods for providing relief for absent workers;
  - l. Any program instituted by you will include work identification, responsibilities, accountability of the work force, and cost per hour of work force.
  - m. Key Performance Indicators for Maintenance, Grounds, Construction, and Custodial to be presented for approval within the 1st 90 days of this agreement. KPI's will be approved by the SC State University Associate VP of Facilities.
11. Principal Management and Leadership Responsibilities - Responsibilities include, but are not limited to, the following:
  - a. Setting department direction (vision and mission)
  - b. External relations
  - c. Strategic planning
  - d. Establishment of goals and objectives
  - e. Establishment of policies and procedures
  - f. Resource allocation
  - g. Workload/workforce planning
  - h. Definition of priorities and departmental services
  - i. Assurance of coordination and cooperation among operations components
  - j. Inspection and monitoring of performance
  - k. Physical facilities
  - l. Support services
  - m. Administrative services
  - n. Budget, cost accounting, financial management
  - o. Human resources
  - p. Training, education and development
  - q. Information systems support
  - r. Regulatory and compliance
  - s. Serve on various University committees as required
  - t. Attend State of South Carolina training events offered by the Office of State Engineer as they



become available.

12. Resident Personnel – In the instance that SCSU requires resident personnel, then changes to the Contractor(s) resident personnel assigned to SCSU will be subject to prior approval by the University’s VP of Finance and the Associate VP of Facilities.
13. Where appropriate, Contractor(s) shall furnish employees to support the campus during inclement weather and other instances of natural disasters or other exceptional incidences.
14. Contractor shall furnish staff as requested so assist in tasks directly related to the scope of their contract for evening and weekend events as needed.

**C. Deliverables**

Contractor(s) shall prepare monthly reports in an electronic format approved by the SC State University Associate VP of Facilities. The report will be submitted to the SC State Associate VP of Facilities by the 5<sup>th</sup> of each month and will summarize the activity of the Department of Facilities Management for the preceding. Reports shall be value-oriented rather than volume oriented. This means that reports shall focus on clearly identifying important performance trends, specific problems, problem solutions, and efficiency improvement solutions. Data without analysis and interpretation is not value-oriented; therefore, the Service Provider shall include analysis and interpretation.

While this requirement applies to all, the following speaks to specific information:

1. Construction Management Reports

You shall submit a monthly report to the SC State of Facilities, outlining the monthly activity of all projects. A project is any work financed outside of this contract. The report will include the following:

- Description
- Procurement Method
- Cost
- Purchase Order Number
- Owner
- Current Status

Contractor(s) will submit a yearly evaluation of the Campus as determined by a customer survey, and shall include a plan to improve the ratings as directed by the SC State Associate VP of Facilities. You shall reconcile the guaranteed water and energy savings for the contract with the Energy Performance Contractor and shall submit the results to the University along with any recommendations for the next year.

2. Maintenance Operating Reports (Skills/Trades)

You will submit monthly operating reports in the form of an electronic file e-mailed as an attachment to the SC State Associate VP of Facilities. The University reserves the right to add, delete or change the frequency of reports. Reports include, but not limited to the following:

- a. Work order report illustrating the number of routine maintenance work orders completed, backlog of pending work orders, average response and completion time of work orders;
- b. Non-routine report illustrating expenditures for non-routine maintenance repairs, renovations, and replacement items. This report shall include a progress report of projects in progress, but not completed, and shall illustrate up-to-date cost summaries for each renovation project;
- c. Complaint resolution report, illustrating the disposition of complaints by students, faculty and

staff, parents, and others;

- d. Preventive Maintenance (PM) Summary, showing PM work orders scheduled, PM work orders completed, total hours spent on PM, and PM work order backlog;
- e. Staffing/personnel summary: List positions by area and the number of positions filled or vacant. If vacant, note the length of time the position has been vacant and plan of action to fill, to include any credits earned due to the vacancy.
- f. Other reports as required and requested by the Contract Administrator.

### 3. Annual Plans

Upon the commencement of the renewal period, you shall provide plans for services to occur throughout the year as follows:

#### a. Preventive Maintenance Program

The Contractor shall develop and manage a well-defined PM program that considers all maintenance, is based on system condition or performance, and achieves the goal of maintaining facility quality while reducing life-cycle cost.

#### b. Campus landscaping plan

Campus landscaping plan to enable SC State to improve the appearance of the Campus and to reduce grounds maintenance costs

#### c. Required Maintenance Plan

A required maintenance plan based upon a facilities condition assessment of each building and Campus infrastructure. The plan will identify work items, cost, priority, and will include a 10-year renewal or replacement plan for major building components/systems and Campus infrastructure.

### 4. Financial and Operational Reporting

Efficient administration will be achieved by providing timely and useful performance and operational reports.

**D. SC State Ethics Act Applies**

Contractor(s) shall adhere to the State Ethics Act in its entirety as written in Title 8, Chapter 13 (Public Officers and Employees, Ethics, Government Accountability, and Campaign Reform). At a minimum, the following applies:

1. Contractor(s) represents that it is an independent Contractor(s), competent, knowledgeable, and familiar with the type of work contemplated by the resulting agreements. Contractor(s) agrees and understands that neither it nor any of its agents or employees may act in the name of the Owner except and unless specifically authorized in writing by the University to do so.
2. Integrity, objectivity and absence of self-dealing are essential at all levels and in all aspects of governmental and private activities. Contractor(s) must be committed to conducting itself and its activities in accordance with the highest standards of integrity and ethics in accordance with the State's laws and Procurement Codes. Contractor(s) represents that it accepts a fiduciary role and responsibility with respect to the University and that it owes the University the duties of good faith, trust, confidence, and candor, and that it must exercise a high standard of care in managing money, property and other capital assets. Contractor(s) will, to its best abilities, act in the best interests of the University and the timely completion of the work. Contractor(s) shall evaluate conditions, provide recommendations, implement approved actions, manage third party contracts on behalf of the University, and use the Facilities Management Services Contractor(s)'s best efforts to execute the Work in an expeditious and economical manner consistent with the interests of the University.
3. The University recognizes that actual or potential conflicts of interest could occur in the normal conduct of business. It is essential that conflicts of interest be avoided and that possible conflicts of interest be disclosed in writing to and reviewed by the University and the State before the Facilities Management Services Contractor(s) proceeds with any action. After disclosure, the University can make an informed judgment about a particular action/circumstance, and require appropriate oversight, limitations, or prohibitions in accordance with this policy.
4. Contractor(s) nor any employee, agent, or officer of the Contractor(s) shall himself or through a business in which he owns or controls an interest, or by any other persons for his use or benefit or on his account, undertake, execute, hold or enjoy, in whole or in part, any contract, agreement, lease, sale, or purchase made, entered into, awarded, or granted by the University. Note: This prohibition shall not apply to publicly solicited contracts or purchases that are available on the same terms and conditions to the public or which are made at public auction or by competitive sealed bid by a Procurement Officer employed by the State of South Carolina or SCSU.
5. Contractor(s) shall disclose to the University any corporate or individual direct or indirect interest in any undertaking that could potentially put Contractor(s)'s interest in conflict with that of the University including, but not limited to, bonuses, rebates, preferential pricing and other financial compensation or consideration associated with the implementation of an action/circumstances.

The State Ethics Act may be found online: <https://www.scstatehouse.gov/code/t08c013.php>

**E. Contracting Officer Representative**

1. The Associate VP of Facilities is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Using Entity without prior notice to the contractor and without modification to the contract.
2. The responsibilities and limitations of the COR are as follows:

- a. The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor and Procurement Officer. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
- b. The COR is not authorized to make any commitments or otherwise obligate the State or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Procurement Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Procurement Officer. The Procurement Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

**F. Staffing Plan**

The University desires to utilize a contractor that attracts quality staff that are highly motivated and enjoy working within the university and student life environment. Contractor(s) shall provide trained and qualified personnel to perform the duties required in accordance with the contract and General Conditions and Specifications. SCSU strongly encourages Contractor(s) to recruit and maintain employees already assigned to this campus by the previous contractor as appropriate; and may furnish space for the Contractor(s) to market opportunities and conduct interviews for these employees. All hires shall be at the discretion of the Contractor. Key staff decisions shall be made in collaboration (or approval) of SCSU. Key Staff shall be defined as those in managerial and supervisory positions.

1. All employees must conduct themselves in a professional manner at all times while fulfilling the requirements of this contract. The University places particular emphasis on the employee/employer relationship and subscribes to a philosophy of training, encouragement, recognition, customer service excellence and accountability.
2. The University seeks to provide a working environment that is safe and free from elements that might cause workplace illnesses and injuries. Employee education, training and preventive measures shall be used as strategies to reduce the risk and severity of injury. Contractor(s) is responsible to adhere to all OSHA and DHEC requirements.
3. The Contractor(s) shall be fully responsible for the acts and omissions of its Subcontractors and of persons employed by them, while on SCSU property, and will be held accountable for any conduct that violates SCSU Policy.
4. The Contractor(s), its employees, and Subcontractors shall adhere to the same standards of conduct required by students, staff, and faculty while on the campus of SCSU and during any time in which you are representing SC State University and operating in the capacity as a Contractor(s) for SCSU.
5. Sexual harassment is strictly forbidden.
6. Discrimination based on race, gender, religion, age, and other protected classes is strictly forbidden.
7. The use of alcohol or drugs on campus or prior to arrival to campus is strictly forbidden.
8. The use of tobacco, nicotine, and vapor products on campus is strictly forbidden.
9. The Contractor(s) must submit a Criminal Background check for each employee and/or Subcontractor(s) prior to employee and/or Subcontractor performing contract work on campus. The background check must include criminal conviction check (County, State, Federal) and sex and violent offender registry check. The cost of background checks will be paid by the Contractor(s). South Carolina State University shall not accept any employees with a history of violent or sexually deviant offenses; and reserves the right to reject applicants who have previous criminal convictions. Such judgements shall be made on a case-by-case basis. Contractors must have prior written approval by the COR for every candidate prior to his or her commencement of work on SCSU

- campus. Beginning on the Contract's first anniversary date, Contractor(s) shall obtain subsequent background checks for each employee in the month of the employee's birthday.
10. In the event of periods of vacant positions and/or scheduled absenteeism for Contractor(s) employees, Contractor(s) will provide suitable replacement employees within a timely manner. Periods of scheduled absenteeism include vacation time and extended illness longer than ten (10) consecutive workdays. If you are unable to provide a suitable replacement, then SC State shall deduct the appropriate charge for the employee from its monthly payment in addition to a proportionate reduction in overhead, profit, or management fee payment.
  11. The Contractor and its staff shall wear a form of identification at all times while on SCSU property; and shall be easily recognizable as an employee assigned to the campus facility.
  12. Fraternalization between the Contractor's employees and SCSU students, faculty or staff is strictly prohibited and addressed with zero-tolerance.
  13. The SCSU will not tolerate rude, abusive, or degrading behavior on the job site. Inappropriate communications directed towards students, faculty, staff, or any other person on SCSU property is strictly prohibited.
  14. Use of The SCSU communications property (telephone, computers, etc.) must be related to campus responsibilities.
  15. Improper use of SCSU owned equipment and devices by the Contractor is prohibited, unless prior arrangements are made with the COR.
  16. The Contractor will have one point of contact for the duration of each agreement. That person shall be the Contractor Officer Representative (COR). At no time is the Contractor to ask questions or take direction from any other individuals. Should an incident occur where they are approached by SCSU staff, faculty, or students for any requests outside the scope of the contract, the Contractor must direct that person to the COR.
  17. The Contractor must have the ability to communicate effectively and efficiently to SCSU representatives.
  18. Proper attire must be worn at all times. All employees shall present a professional image when working on campus. For employees working in custodial and maintenance capacities, clothing bearing the SCSU logo is preferable. Employees wearing clothing with abusive, profane, political, or divisive language will not be tolerated. Clothing with large and graphic images are not acceptable unless it is the SCSU logo. Clothing shall not be torn and tattered.
    - a. Ball caps and other head gear are not permitted unless they are for the specific purpose of protecting the employee from harsh weather conditions.
    - b. Tank tops, cropped shirts, and shorts are prohibited.
    - c. Footwear must be non-slip and if applicable, OSHA compliant. Open toe shoes are not permitted on site, at any time. (The exception may be for office staff).
  19. The Contractor must not allow its workers and Subcontractors to dispose any food waste/items into its construction dumpster to prevent potential rodent infestation of the dumpster. All food/waste items must be removed daily from inside the buildings and disposed of off Campus daily.
  20. Workers are prohibited from standing on or using existing furniture (i.e., desks, desk chair, beds, etc.) for any reason, including in lieu of approved stepladders.
  21. The Contractor will not be allowed to access any rooms or buildings that do not require any work under their agreement. Contractors found in areas, other than as designated for their assignments, may be found to be trespassing, and be reported to authorities.
  22. If the agreement requires that the Contractor shall enter occupied residential spaces, the Contractor must provide 48-hour notice to COR; and must be accompanied by a University escort, which will be assigned by the COR. Contractors shall not enter any residential spaces (occupied or unoccupied) unless it is specifically and expressly stated in the corresponding agreement.

23. Additional staff expectations:

- a. Must be productive in the workplace for the paid time.
- b. Must have good work ethic.
- c. Must always be truthful.
- d. Must be trustworthy and honest.
- e. Must be able to ask questions when in doubt.
- f. Must seek supervisory approvals before leaving the workplace.
- g. Only takes instruction from supervision or management.
- h. Will call supervision and inform if they cannot report to work before the work shift begins.
- i. Must have a clean and professional appearance
- j. Must comply with all University workplace safety regulations.
- k. Makes recommendations about how to make the work better.
- l. Does not abuse time for breaks and lunch periods.
- m. Does not use profanity or abusive language in the workplace.
- n. Does not yell in the workplace.
- o. Is courteous to all employees and customers on campus.
- p. Has a strong desire to work at the university.
- q. Has an attitude of helpfulness.

**G. Communications Plan**

Contractor(s) shall work with the COR daily and shall foster regular and collaborative communications. Contractor(s) shall be responsible for identifying and reporting program successes and failures and shall provide immediate communication about potential, imminent, or actual emergencies in their areas.

**H. Change Management Process**

The following applies:

1. Contractor(s) shall strictly adhere to the terms and conditions with regards to nominal changes.
2. Contractor(s) shall furnish immediate advisement to the COR following notification of departure by a member of their key staff, including anyone with duties including staff supervision or project management duties.
3. Contractor(s) shall not undertake any changes to this contract without prior written approval memorialized by an executed change order as described in Section VII of this solicitation document.

**I. Payment**

Contractor shall provide itemized invoices monthly by e-mail to [AccountsPayable@scsu.edu](mailto:AccountsPayable@scsu.edu) . Additionally, a copy shall be remitted to the COR.

**J. End of Contract Concerns**

Contractor(s) shall collaborate with SCSU to ensure a challenge-free transition from this contract to the next. Doing so, the Contractor shall:

1. Provide final reports as stated in this scope of work.
2. Shall not hold any employee inaccessible through a non-compete contract; and shall furnish the next Contractor(s) with honest and objective assessments of employee performance as requested by the COR or the next Contractor.
3. Shall provide training or advisement services to Contractor(s) key staff, other employees, or SCSU staff as needed.
4. Shall remove all Contractor-owned equipment and supplies from SCSU campus within 15 calendar days of completion of contract or ownership shall automatically convert to ownership by SCSU.

**DELIVERY/PERFORMANCE LOCATION -- SPECIFIED (JAN 2006)**

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

South Carolina State University; 300 College Street; Orangeburg, SC 29117

## 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]

### INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

Note: There is a 10 mb limit on each single upload into SCEIS and a 31-character limit on the Title SCEIS will accept for files uploaded. Example: Company Name Technical Proposal

#### A. File 1 (PDF or Word)

Offeror shall attach to the online submission (or on USB Drive), preferably in one continuous file. Offerors are discouraged from providing information not specifically requested in this solicitation, including graphics that are provided as a means of decoration, but serving no meaningful purpose.

File 1 shall be organized in the following order:

#### Section 1 Cover Page One & Page Two of the solicitation - Limit 2 Pages

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1. Company information, applicable signatures and acknowledgement of amendments, which shall be the Headers Pages for this solicitation (Cover Sheet and Page Two). This is the foundation for the Offeror's bid. Offers must include completed versions of these pages as Section 1 of their official bid.
2. Section 1 shall also include a brief overview of the submittal which includes a capabilities statement and specifically states which lots they are offering for.

#### Section 2 Evaluation Criteria 1 - General Administration and Management

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1. Implementation Plan demonstrating how the offeror will approach the beginning of the contract while providing milestone dates. Note: Submissions for grounds and custodial operations must demonstrate how they will raise standards from APPA Level 4 to APPA Level 2 within the first 90 days in addition to a separate plan to discuss how the offeror will maintain continual improvement over the course of the contract.
2. Proposed Staff demonstrating the organization to be provided to SCSU. Also, describing how the offeror will provide adequate staff for all positions related to the offer and resulting contract. Also position descriptions and salary ranges. Offeror shall also disclose minimum qualifications for each position, including levels of education, development, licensure, and certifications.



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3. Training & Development plan describing the training and development program Contractor will implement for employees. Include subjects, hours of training, content, and provider(s) of the training.
  4. Summary of Qualifications & Experience describing the firm's experience with organizations similar to the SCSU in mission, size, and type.
  5. Offerors shall describe how they plan to institute the following in their operations:
    - a. Implementation of Quality Programs
    - b. Call Center Options
    - c. Disaster Recovery
    - d. Event Staffing
    - e. Key Performance Indicators
    - f. Stakeholder Surveys
    - g. Energy Management

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### **Section 3 Evaluation Criteria 2 – Contract Innovation**

Offerors shall provide a list of value-added services that have not been addressed in the solicitation; but may be needed by SCSU to enjoy the most efficient and effective contract available.

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### **Section 4 Evaluation Criteria 3 – Social Responsibility Measures**

1. Environmentally Preferred (Green) Purchasing for State Agencies - Offerors shall present a plan to SCSU that would help the University remain in compliance and elevate our response to Green Purchasing initiatives defined by SC Department of Health and Environmental Control (SCDHEC). Suggestions include addressing the use of chemicals, sustainable products, and leading/presenting on campus recycling efforts. SCDHEC's guidance is provided online: <https://scdhec.gov/green-purchasing-state-contracts>
2. Offerors shall demonstrate how they would assist SCSU with efforts to support disadvantaged businesses (SWMBEs) and the local economy. Preferably, the Contractor will provide substantial assistance helping reach the State's requirement for SCSU to expend 10% of our controllable dollars with suppliers Certified by the Office of Small and Minority Business Contracting and Certification (SMBCC). Offerors are cautioned to be very specific and to demonstrate actual Subcontractors who will be used in this area. Also, identify actual suppliers, distributors, and manufacturers that will be utilized to purchase goods or services from disadvantaged or minority suppliers who may or may not be state certified. More information about SMBCC (including a list of certified suppliers) may be found online: <https://smbcc.sc.gov/index.html> Note: Offeror's status as an SWMBE or Local supplier will not be evaluated in this category.

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### **Section 4 Attachments and Additional Items**

1. Minority Participation Form [04-4015-3]
2. Attachment A: References
3. Attachments related to qualifications (Section V of this solicitation)
4. Financial reports – Evidence of the offeror's financial capacity to provide the services being bid.

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### **B. File 2 Evaluation Criteria 3**

An original and also redacted copy of the Price Proposal shall be submitted on the same USB Drive as the Technical proposals.

1. The Price Proposal shall be a separate file. No information shall be placed in the Technical Proposal. The original Price Proposal shall be labeled “Price Proposal” and shall include Page 1 of this solicitation.
2. The Price Proposal shall include the Pricing and Fee Structure as follows:
  - a. Describe, in detail, your pricing model/fee arrangement. For Categories 1 and 2, Offerors shall provide a monthly fee, which shall include all expenses related to the services being provided, including labor, chemicals, supplies, equipment purchases and maintenance, etc. This monthly fee shall be provided on the bid schedule and shall be placed on the corresponding line in SCEIS online submittal portal. Offerors shall furnish the monthly price as the unit price, multiply that by 84 months and provide the extended price, which shall also be known as the Total Potential Value of the contract. The extended price shall be entered into Line(s) 1 or 2 of the SCEIS submission. (Note: SCSU reserves the right to request cost and price data related to the offeror’s submission. In which case, the offeror has 24 hours to provide it.)
  - b. Offerors shall provide an hourly rate for each staff position provided to this campus for services.

[04-4005-1]

**MINORITY PARTICIPATION (DEC 2015)**

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a Subcontractor(s)?  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(s)? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a Subcontractor(s)?  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(s)? \_\_\_\_\_

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(s) will be utilized in the performance of this contract, please provide the information above for each minority business.)

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

[04-4015-3]

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any Subcontractor(s) 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](http://procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### SUBCONTRACTOR(S) -- 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 Subcontractor(s) 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 Subcontractor(s). [05-5030-2]

## **VI. AWARD CRITERIA**

### **AWARD BY LOT (JAN 2006)**

Award will be made by complete lot(s) or a combination of multiple lots. [06-6015-1]

### **AWARD CRITERIA -- PROPOSALS (JAN 2006) Modified**

Award will be made to the highest ranked, responsive and responsible offeror(s) whose offer(s) is/are determined to be the most advantageous to the State. Lot 3: Design and Construction may include additional awards to suppliers within competitive range of the highest ranked offeror (not more than 10 points less) [06-6030-1]

### **AWARD TO MULTIPLE OFFERORS (JAN 2006) - Modified**

Award may be made to more than one Offeror. Lot 3: Design and Construction may have multiple awards. [06-6035-1]

### **COMPETITION FROM PUBLIC ENTITIES (JAN 2006)**

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

### **DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)**

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

### **EVALUATION FACTORS -- PROPOSALS (JAN 2006)**

Offers will be evaluated using only the factors stated below:

1. General Administration and Management
2. Price
3. Contract Innovation
4. Social Responsibility Measures

Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

## **VII. TERMS AND CONDITIONS -- A. GENERAL**

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

(a) Contractor(s) 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(s) 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(s) (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(s) amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, Contractor(s) 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(s) enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor(s) 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)'s insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **CHOICE-OF-LAW (JAN 2006)**

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

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor(s), 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(s) 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(s) 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(s) 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(s) by certified mail (return receipt requested) addressed to Contractor(s) 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]

## **EQUAL OPPORTUNITY (JAN 2006)**

Contractor(s) 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(s) shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, Contractor(s)'s price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit Contractor(s) 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(s) 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(s) will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

## **PAYMENT and INTEREST (FEB 2021)**

(a) The State shall pay the Contractor(s), 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)'s exclusive means of recovering any type of interest from the Owner. Contractor(s) 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(s) 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(s) 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(s) 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(s) 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(s), to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor(s) agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor(s) by the taxing authority. In the event that the Contractor(s) fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to Contractor(s), Contractor(s) 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)'s net income or assets shall be the sole responsibility of the Contractor(s). [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(s) will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor(s) 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)'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(s) 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(s) 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(s) shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor(s)'s claim unless the State is prejudiced by the delay in notification.

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

[07-7B025-1]

### **COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, Contractor(s) shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. Contractor(s) shall meet the requirements of the Fair Labor Standards and all other regulations of the U.S. Department of Labor. Contractor(s) must be an "Equal Opportunity Affirmative Action Employer."

[07-7B035-1]

### **CONFERENCE -- PRE-PERFORMANCE (JAN 2006)**

Unless waived by the Procurement Officer, a pre-performance conference between the Contractor(s), 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(s) or his duly authorized representative shall be required to attend at Contractor(s)'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(s) to suspension or debarment. [07-7B045-1]

## **CONTRACTOR(S)'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

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

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

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

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

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

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

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

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

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

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

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

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

[07-7B056-2]

#### **CONTRACTOR(S) PERSONNEL (JAN 2006)**

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

#### **CONTRACTOR(S)'S OBLIGATION -- GENERAL (JAN 2006)**

The Contractor(s) 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(s) must act as the prime Contractor(s) and assume full responsibility for any Subcontractor(s)'s performance. The Contractor(s) 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]

#### **CONTRACTOR(S)'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the Contractor(s). Contractor(s) shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

#### **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(s), terminate this contract in whole or in part if the Contractor(s) 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(s) 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(s) will be liable to the State for any excess costs for those supplies or services. However, the Contractor(s) shall continue the work not terminated.

(c) Except for defaults of Subcontractor(s) at any tier, the Contractor(s) 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(s). 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(s).

(d) If the failure to perform is caused by the default of a Subcontractor(s) at any tier, and if the cause of the default is beyond the control of both the Contractor(s) and Subcontractor(s), and without the fault or negligence of either, the Contractor(s) 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(s) to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor(s) 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(s) has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor(s) 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(s) 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)'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(s) 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)'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]

#### **DISPOSAL OF PACKAGING (JAN 2006)**

Contractor(s) shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. [07-7B085-1]

#### **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](http://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 Subcontractor(s) or sub-Subcontractor(s); or (b) that you and your Subcontractor(s) or sub-Subcontractor(s) 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 Subcontractor(s) language requiring your Subcontractor(s) to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the Subcontractor(s) language requiring the sub-Subcontractor(s) to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

### **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)**

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

### **LICENSES AND PERMITS (JAN 2006)**

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

### **LIMITATION OF LIABILITY -- SINGLE AGENCY (MAY 2020)**

- (1) Contractor(s)'s liability for damages to the Using Governmental Unit shall not exceed [ a dollar amount ].
- (2) The parties waive claims against each other for (i) exemplary or punitive damages and (ii) special or consequential damages.
- (3) The foregoing limitations shall not apply: (a) to claims for physical damage to real or tangible personal property, (b) to claims regarding bodily injury, sickness, disease or death, (c) to claims arising from reckless or intentional misconduct, (d) to amounts due or obligations under a clause (regardless of how named) providing for liquidated damages, or if such a clause is ruled unenforceable as a penalty, (e) to amounts due or obligations under the following clauses, if included: (i) Indemnification-Third Party Claims-General, (ii) Indemnification-Third Party Claims-Disclosure of Information, (iii) Indemnification-Intellectual Property, (iv) Information Security Safeguarding Requirements, (v) Information Security-Location of Data, (vi) Information Use and Disclosure Standards, or (vii) Service Provider Security Representations; (f) to amounts due or obligations under a clause imposing a duty to defend or indemnify, or (g) to any loss or claim to the extent the loss or claim is covered by a

policy of insurance maintained, or required by this contract to be maintained, by Contractor(s).

(4) The absence in any subcontract of a similar clause limiting Contractor(s)'s liability shall not effectively increase the obligation of the Using Governmental Unit beyond what it would have been had the subcontract contained such a clause.

(5) The Using Governmental Unit's liability for damages, if any, shall in no event exceed [ a dollar amount]. Nothing herein shall be construed to waive any law or clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on payment or recovery provided by law.

(6) The State of South Carolina's total liability for any obligation under any clause imposing any duty of confidentiality or non-disclosure shall not exceed an amount equal to fifty thousand dollars. [07-7B117-1]

### **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

### **PRICE ADJUSTMENTS (JAN 2006)**

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor(s) (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(s) 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 ADJUSTMENTS -- LIMITED BY CPI "ALL ITEMS" (JAN 2006)**

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

[07-7B170-1]

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

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to Contractor(s) 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(s) which exceeds \$100,000. Your price,

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

#### **RELATIONSHIP OF THE PARTIES (JAN 2006) (MOD)**

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.

All the Contractor(s)'s employees furnishing services to SC State shall be deemed employees solely of Contractor(s) and not – for any purposes whatsoever – employees of SC State. No acts performed or representations – whether oral or written – made by the Contractor(s) with respect to third parties shall be binding on the University except as identified in writing in both the Facilities Management Services contract and the applicable third-party contract(s).

[07-7B205-1]

#### **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 1years, 0months, 0days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

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

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless Contractor(s) 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(S) (JAN 2006)**

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

#### **TERMINATION FOR CONVENIENCE -- 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(s) specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor(s)'s Obligations. The Contractor(s) shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor(s) will stop work to the extent specified. The Contractor(s) shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor(s) 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(s) to assign the Contractor(s)'s right, title, and interest under terminated orders or subcontracts to the State. The Contractor(s) 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(s) 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(s) has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor(s) shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor(s) in which the State has an interest. If the Procurement Officer does not exercise this right, the Contractor(s) 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(s) 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(s) fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor(s), if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the Contractor(s) 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(s) 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(s) under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor(s) 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(s) 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)'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**

**PRICE PROPOSAL (JAN 2006)**

Notwithstanding any other instructions herein, you shall submit the following price information (and all attachments discussed for File 2 in Section IV of this solicitation) as a separate document:

<b>Line Number</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Extended Price</b>
1. Facilities Office Management	84.000	Months	\$ _____	\$ _____ -
2. Skilled & Trades	84.000	Months	\$ _____	\$ _____ -
3. Planning and Construction	1	Hour/Staff Member	\$ _____	
<i>Prices provided in the garnet font is what should be placed on the corresponding line in the SCEIS online submittal.</i>				
<b>Product Catg.:</b> 95815 - Building and Facilities Management Services				
<b>Item Description:</b> Building and Facilities Management Services				
<b>Internal Item Number:</b> 1				

[08-8015-1]

## **IX. ATTACHMENTS TO SOLICITATION**

### **ATTACHMENTS LIST**

The following documents are attached to this solicitation:

- A. References
- B. Important Tax Notice – Non-Residents
- C. Offeror Checklist
- D. Clarification of Procurement Responsibilities
- E. Waste Collection Schedule
- F. Irrigation System
- G. Parking Rules and Regulations
- H. Artificial Grass Care
- I. Additional Specifications for Grounds Maintenance
- J. Performance Plan for Custodial Operations
- K. Instructions for Cost and Price Data
- L. Maintenance Services Specifications
- M. Resizing Plan
- N. Building Inventory

[09-9002-1]

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

**Intent to Award**

Posting Date: December 11, 2023

**Solicitation:** 5400024059  
**Description:** FACILITIES MANAGEMENT SERVICES  
**Agency:** South Carolina State University

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **December 21, 2023**. 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](mailto:protest-mmo@mmo.sc.gov), or
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**Contract Number:** 4400033650  
**Awarded To:** PROJECT SOLUTIONS GROUP LLC (7000331631)  
3820 NORTHDALD BLVD, STE 300  
TAMPA FL 33624

**Maximum Contract Period:** December 21, 2023 through December 20, 2028

Item	Description	Total
1	Facilities Office Management-60 Months	\$117,299.00
1	Skilled & Trades-Months 1-3	\$750,400.33
1	Skilled & Trades-Months 4-60	\$473,305.55

*Sheila O. Willis, CPPB*

SHEILA O. WILLIS, CPPB  
**Procurement Officer**

# Exhibit D

**From:** [H. Paul Becker](#)  
**To:** [Willis, Sheila](#)  
**Subject:** [External] Re: Responsibility Check for Project Solutions Group, LLC for RFP 5400024059 Facilities Management Services for SC State University  
**Date:** Wednesday, November 1, 2023 5:00:16 PM  
**Attachments:** [Response to Responsibility Check Letter.pdf](#)  
[PSG TEAM REFERENCES.pdf](#)

---

Ms. Willis,

Attached to this email is our response to your request.

Should you need any additional information, please do not hesitate to contact us.

Respectfully,  
H. Paul Becker  
813.362.2505

On Mon, Oct 30, 2023 at 12:25 PM Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)> wrote:

Good Afternoon Paul,

Under Section V. Qualifications in the above referenced RFP, we are required to conduct a responsibility check on the Name of the Offeror listed on the Cover Page of the Offer. Please provide the following for Project Solutions Group, LLC. by 5:00 PM EST on Wednesday, November 1, 2023.

1. Project Solutions Group, LLC's financials
2. Project Solutions Group, LLC's references

You've submitted some of this information for your subcontractors and that's great however, the State of South Carolina will not be directly contracting with our subs. The state's contract would be directly with Project Solutions Group, LLC. and therefore, we must determine the capability of that company.

If you have any questions, please let me know. I'll be in class on Tuesday and Wednesday and won't have availability but, I am available this afternoon.

Thanks,

**Sheila O. Willis, CPPB | Team Lead-Procurement Manager | Education & Law Enforcement Agency**

**Sourcing**

**Division of Procurement Services | SC State Fiscal Accountability Authority**

1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-4417

[swillis@mms.sc.gov](mailto:swillis@mms.sc.gov)



# Exhibit E

**From:** [Gregg, Stacy](#)  
**To:** [Willis, Sheila](#)  
**Subject:** RE: [External] RE: RFP 5400024059 Facilities Management Services Negotiations  
**Date:** Tuesday, November 14, 2023 12:14:32 PM

---

I can check them to save you some time.

sg

---

**From:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Sent:** Tuesday, November 14, 2023 12:11 PM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Subject:** RE: [External] RE: RFP 5400024059 Facilities Management Services Negotiations

Stacy,

Yes, I just made this request. I'm sending you the information that I've gotten from Paul concerning responsibility for PSG. I'm reviewing it this afternoon so, let me know your thoughts. I wasn't sure whether you wanted me to check references or if you would like to have that opportunity. Just let me know.

Thanks,  
Sheila

---

**From:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Sent:** Tuesday, November 14, 2023 11:23 AM  
**To:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Subject:** [External] RE: RFP 5400024059 Facilities Management Services Negotiations

Sheila,

Could you please reach out to the HRO to inquire about an alternate proposal he may have to address the concerns from our meeting? If he has something, then that is a good foundation for me. If not, then I can make something.

sg

---

**From:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Sent:** Wednesday, September 27, 2023 1:03 PM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Subject:** RFP 5400024059 Facilities Management Services Negotiations  
**Importance:** High

Stacy,

I've attached the HRO's response to SC State's negotiation points. Please review and let me know if you have any questions.

The HRO also included areas that they would like to discuss. Below is the list:

- a. Approval processes for work exceeding \$5K
- b. HRO's rate schedule for work over \$5K
- c. Payment terms: for both in-contract/out-of-contract work
- d. Payment schedule for Transition and APPA Level Up work
- e. Amendment process to address base contract scope changes (i.e. new bldgs., etc.)

Please provide some dates of availability for next week so that we can setup a meeting to discuss all factors. The HRO has stated his schedule is flexible next week. My availability as of now is:

Monday, October 2 – available all day

Wednesday, October 4 – available all day

Thursday, October 5 – available 9 am – 11 am & 1 pm – 4 pm

Friday, October 6 – available all day

Thanks,

**Sheila O. Willis, CPPB | Team Lead-Procurement Manager | Education & Law Enforcement Agency Sourcing**

**Division of Procurement Services | SC State Fiscal Accountability Authority**

**1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-4417**

[swillis@mso.sc.gov](mailto:swillis@mso.sc.gov)





# Exhibit F

**From:** [Gregg, Stacy](#)  
**To:** [Willis, Sheila](#)  
**Subject:** RE: [External] FW: Final Negotiation - Facilities Management  
**Date:** Tuesday, November 14, 2023 5:58:08 PM

---

Sheila,

I do not see a reference list in Paul's submittal. Nor do I see a list of similar contracts. Could you please ask for it?

sg

---

**From:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Sent:** Tuesday, November 14, 2023 4:55 PM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Subject:** RE: [External] FW: Final Negotiation - Facilities Management

Stacy,

I'm on annual leave starting Friday and won't return to the office until November 27<sup>th</sup>. I can try to see if Nakendra or Kimber could attend in my absence. I'll let you know.

Sheila

---

**From:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Sent:** Tuesday, November 14, 2023 4:10 PM  
**To:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Subject:** [External] FW: Final Negotiation - Facilities Management

Can we schedule this for late Friday? If not, early Monday?

sg

---

**From:** Smalls, Gerald H <[gsmalls1@scsu.edu](mailto:gsmalls1@scsu.edu)>  
**Sent:** Tuesday, November 14, 2023 3:44 PM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Subject:** Final Negotiation - Facilities Management

Dear Stacy,

Can we please have our final negotiation on Friday. We need to close this out. I am getting calls from C&W vendors. Let's talk about another matter also.

Give me a call.

Smalls

[Dr. Gerald Hubbard Smalls](#)

South Carolina State University  
Vice President of Finance and Administrations/ CFO  
William R. Lowman Hall  
300 College Street, Northeast / POB 7007  
Orangeburg, South Carolina 29117  
(803) 517-6223  
[gsmalls1@scsu.edu](mailto:gsmalls1@scsu.edu)

**From:** [Gregg, Stacy](#)  
**To:** [Willis, Sheila](#)  
**Cc:** [Craig, Kimber](#); [Perry, Nakendra](#)  
**Subject:** Re: [External] FW: Final Negotiation - Facilities Management  
**Date:** Friday, November 17, 2023 10:52:26 AM

---

Sheila,

Remember we agreed that I would check for references. I was advising that there were none for me to check.

Also, I asked for you to check for capacity because I didn't want us to get to the end of this only for you to say he isn't responsible.

If you believe he is responsible, then I believe this will be wrapped up next week.

Sg

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

---

**From:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>  
**Sent:** Thursday, November 16, 2023 4:01:43 PM  
**To:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Cc:** Craig, Kimber <[kcraig@mmo.sc.gov](mailto:kcraig@mmo.sc.gov)>; Perry, Nakendra <[nperry@mmo.sc.gov](mailto:nperry@mmo.sc.gov)>  
**Subject:** RE: [External] FW: Final Negotiation - Facilities Management

Stacy,

The fifth PDF document I sent you on Tuesday is the references he sent for himself and his team. As far as similar contracts goes, he states in his first PDF document titled "Response to Responsibility Check Letter" that "*PSG, LLC is a newly formed corporation in SC as of 2023, with our core experience centered around the previously mentioned services provided to SCSU.*" Unfortunately, the information that was requested is only for his company's experience. The panel scored the qualifications and experience and after compiling those scores, PSG is the highest ranked offeror. If SCSU feels that the offeror is not capable to perform the requirements requested in the RFP, please submit to our office the determination of non-responsibility for PSG.

Of course, at this point in the process, all other offers are no longer valid. Offers were only good for 90 calendar days after opening, the 90<sup>th</sup> day was August 24<sup>th</sup>. We would have to reach out to offeror #2 to see if they are willing to hold their offer while negotiations are conducted with them. They may or may not agree.

Sheila

---

**From:** Gregg, Stacy <[sgregg7@scsu.edu](mailto:sgregg7@scsu.edu)>  
**Sent:** Tuesday, November 14, 2023 5:58 PM  
**To:** Willis, Sheila <[swillis@mmo.sc.gov](mailto:swillis@mmo.sc.gov)>

**Subject:** RE: [External] FW: Final Negotiation - Facilities Management

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South Carolina State University

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