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Decision Contract Controversy

Matter of: Neptune Worldwide Protection / Sycurion Protection Services – SC, LLC v. South Carolina Department of Disabilities and Special Needs

File No.: 2025-106

Posting Date: July 8, 2025

Contracting Entity: Department of Disabilities and Special Needs

Solicitation/Contract: 5400024884 / 4400031748

Description: Armed Guard & Security Services – Central Office

DIGEST

Claims denied where evidence does not support claimant's allegations. Respondents' claims for reimbursement of overpayment granted where claim is supported by evidence and not contested by claimant.

AUTHORITY

Per S.C. Code Ann. § 11-35-4230, the Chief Procurement Officer (CPO) conducted an administrative review of a request for resolution of a contract controversy filed by Neptune Worldwide Protection / Sycurion Protection Services (Sycurion) making a claim against South Carolina Department of Disabilities and Special Needs (DDSN). Sycurion's request sans attachments is attached as CPO Exhibit A. On April 24, 2025, the CPO conducted a hearing. At the hearing, Sycurion was represented by Christal Neptune, owner Sycurion. DDSN was represented by Erin Oehler, DDSN's attorney. Also present for DDSN was Derek Rollins, Legal Assistant-Paralegal. This decision is based on the documentary evidence and applicable law and precedents.

BACKGROUND

On March 15, 2025, DDSN solicited competitive sealed bids for armed security services. (DDSN Exhibit A 00003)¹ On March 30, 2023, DDSN issued an amendment to the solicitation. (DDSN Exhibit A 00038) Hereinafter, any reference to the solicitation is to the solicitation as amended. The solicitation notified potential bidders that any resulting contract would be a one-year contract with the four one-year optional renewal periods. (DDSN Exhibit A 00008, A 00032, and A 00039)

The solicitation required the contractor to “furnish the necessary security personnel to provide proper protections to DDSN property, clients, personnel, vehicles and real property.” The solicitation further required the contractor to provide the following security services:

- Monday through Friday, 7 AM – 7 PM:
 - Established presence in the front lobby during normal office hours
 - Walk-through security check inside the office building at least one in the morning and once in the afternoon
 - Security checks of the exterior of the building
- Monday through Sunday, 7 PM – 7 AM:
 - External rotational security checks
 - Minimum of five random security checks of building exterior and grounds per night
- Security officer to be 24-hour emergency response contact for security alarm is activated

(DDSN Exhibit A 00019) The solicitation also required the contractor to have a patrol vehicle for exterior security checks of the building. *Id.*

Sycurion timely submitted a bid, and on May 18, 2023, DDSN awarded a contract to Sycurion to provide armed security guard services at the DDSN’s central office in Columbia, South Carolina. (DDSN Exhibit A 00001 and A 00040.1 through A 00040.12) Per the award, the contract’s initial one-year term started on June 2, 2023.² The total potential value of the contract if all optional renewals were exercised was \$555,098.40.

¹ The CPO conducted a hearing on April 24, 2025. At that hearing, the Department submitted an Exhibit Binder. Any reference to “DDSN Exhibit” followed by a letter of the alphabet and a number is a reference to a document within that binder with a page number for where it is found in the binder.

² The record indicates that Sycurian’s actual performance did not start until June 19, 2023.

Early in the performance of the contract an event occurred which Sycurion believes affected events a year later. This event was memorialized in a text message Ms. Neptune sent to Robert McBurney, former Program Manager at DDSN, on September 20, 2023. This message claimed that a DDSN employee was creating a hostile work environment for Sycurion's guard and requested DDSN conduct an investigation and take corrective action. (CPO Exhibit B) That same day, Ms. Neptune emailed the same complaint to Mr. McBurney. (DDSN Exhibit G 00143)

On October 27, 2023, the parties executed a change order which resulted in a per hour price increase of \$1.62 and an increase in total hours per day. (CPO Exhibit C) This change was a result of negotiations that started shortly after contract award but before performance started.

On November 21, 2023, DDSN had an issue with the absence of a guard during business hours. That day, Ms. Neptune reached out to Robert McBurney, former Program Manager at DDSN, via text message, stating, "[h]e is back at the post it will not happen again. He stated he had to get something from his home." (DDSN Exhibit B 00057). A similar situation occurred on February 27, 2024. On this occasion, Mr. McBurney sent a text message to Ms. Neptune stating, "[o]ur front desk is unattended right now and we have no guard on premises apparently." (DDSN Exhibit B 00058).

On February 28, 2024, at 12:05 PM, Mr. McBurney received an email from Sylvia Johnson, Administrative Specialist at DDSN, stating that "Rodrick had to leave and Trevon is not here yet. He asked me to call him if he needs to come back. I am going to lunch at this time, so I will not be at the desk."³ (DDSN Exhibit B 00047). Mr. McBurney then reached out to Ms. Neptune. At 12:11 PM, Ms. Neptune responded via text message that "Jodrick is coming inside now." (DDSN Exhibit B 00059). Thus, the issue seems to have been resolved in a matter of 15 minutes or less. In the same text message exchange with Mr. McBurney, MS. Neptune informed him that, "Andrew pulled a no call no show again. I am pulling the plug. New Guard by Friday. We have tomorrow worked out." *Id.* The record does not indicate there was any coverage issue resulting from Andrew's "no call no show."

The record does not reflect any further issues with security coverage over the next four months, and DDSN allowed the contract to automatically renew for additional year starting June 2, 2024.

³ Many of the text and email messages quoted herein contain a number of spelling and grammatical errors. All quotes are exactly as they appear in the original. However, due to the number of such errors, the CPO has omitted cluttering the text with "[sic]".

On June 12, 2024, Sycurion sent Mr. McBurney a request for a rate increase via email. (DDSN Exhibit D 00074 and CPO Exhibit D) Mr. McBurney forward this request to DDSN's Director of Procurement, Valerie Duncan, on June 17, 2024, without comment. (DDSN Exhibit D 00074) On June 18, 2024, Ms. Duncan emailed the request to Quincy Swygert, DDSN's Chief Financial Officer stating:

Please see attached and advise if you are in agreement to proceed with this requested increase.

At you time you expressed that Executive staff had an interest in canceling this contract, I wanted to make sure that is no longer at issue?

Please advise.

(DDSN Exhibit D 00073) On June 25, 2024, Ms. Duncan sent Mr. Swygert a follow up email stating:

Good Morning,

Circling back on this request. Please advise if Executive staff is still contemplating cancelling the security contract.

Id. The record does not contain any evidence of why DDSN was considering cancelling the contract at this point apart from the couple of incidents four months or more earlier.

On July 3, 2024, DDSN experienced an issue with security coverage. (DDSN Exhibit B 00060). A text message sent by Mr. McBurney to Ms. Neptune on July 4, 2024, indicates the issue was a lack of coverage on the afternoon of the third. *Id.* Ms. Neptune memorialized the fact that there was an issue in a text message to Mr. McBurney on the third stating:

Robb. I took a personal leave today because I'm a bit under the weather. I do apologize for what took place today as you know that is not the standard. Marquez is always willing to come early he stated for me to you his direct line and I gave him yours as well. This will not happen again.

Id.

On July 9, 2024, Ms. Neptune sent Mr. McBurney a text message at 4:15 AM stating:

Good morning Rob. Teresa text me at 4 am saying she has a bad fever with chills. She is attempting to reach out to Jodrick to cover her shift as well as Marquez. I am assuming they are currently sleeping. We are working on getting some there (sic) apologies for any inconvenience.

(DDSN Exhibit B 00062). At 6:38 AM, Ms. Neptune sent a follow up text message stating:

Just fyi Ms. Sylvia was made aware by Teresa if she can monitor the post until we get coverage. Of course jodrick comes at 1 we are hoping to get someone before that. ...I'm sure you know we don't have attendance issues but sometimes these hiccups occur so I am hiring temp guards to fill in the gaps.

Id. Finally, at 10:05 AM, Ms. Neptune sent a text message stating:

Waiting on Marquez Possibility he's coming in early cover the shift.

The record does not reflect when Marquez or another security guard arrived on site.

(DDSN Exhibit B 00063)

On August 2, 2024, Ms. Neptune sent Mr. McBurney a text stating:

Hey Rob if I wanted to check if a guard came in on the past two Sundays is there a way to do so?
Is there a record of when they key in the alarm or even video surveillance? If so can you look to
see if a guard came the past two Sunday.

(DDSN Exhibit B 00063). Later that day Ms. Neptune sent a text message asking if “there is someone I can contact to check.” *Id.* On August 5, 2024, Ms. Neptune followed up with a text message asking Mr. McBurney to give her a call about the matter observing that she has not been able to obtain help and “No one answers.” (DDSN Exhibit B 00065) Ms. Neptune followed up with one more text message that day asking to speak with the Mr. McBurney regarding the matter. *Id.* Finally, Ms. Neptune called DDSN Central Office and spoke with Derek Rollins. Mr. Rollins memorialized the conversation in an email, stating that Ms. Neptune is “asking for someone to go back and look through the cameras here to see if [her] security guard, Jodrick Wise, was present the last three Sundays (Aug 4, July 28, Jul 21).” (DDSN Exhibit B, pg. 00052). In response to this request, DDSN personnel reviewed security camera footage. This review showed that no guard was present on any of these three dates. (DDSN Exhibit B 00048). DDSN provided this information to Ms. Neptune the day of her request and Ms. Neptune then informed DDSN via email that the guard in question had been fired as a result. *Id.*

It appears that by August 23, 2024, DDSN decided to part ways with Sycurion. On that day DDSN reached out to Chief Security Solutions (Chief) to discuss security services. (Exhibit E) Communications with Chief continued over the next several workdays. *Id.* On August 29, 2024, DDSN sent Sycurion a notice that it was terminating the contract for the convenience of DDSN. (DDSN Exhibit B 00041). The termination was effective Tuesday, September 3, 2024, at 9:00 AM. *Id.* Also on August 29, DDSN emailed Tammy Mikels with Chief stating, “It was great speaking with you again today. I look forward to meeting you on Tuesday, September 3 at 11 am. I spoke to my team and if you can bring a security guard with you on Tuesday, we would appreciate it.” (CPO Exhibit E) It appears that DDSN had decided to acquire the services of Chief to replace Sycurion using emergency procurement procedures.⁴ (CPO Exhibit F)

⁴ At the hearing, DDSN suggested they had acquired the services of Chief using a statewide term contract. The Division of Procurement Services did not then and does not now have a statewide term contract for security guard services. Documents provided by DDSN pursuant to a Sycurion Freedom of Information Act Request include an internal email exchange of August 23, 2024, concerning a review of Procurement Services website to find out if Procurement Services had security guard services on statewide term contract. Their search only turned up contracts for security software products.

ISSUES

Sycurion claims that DDSN's termination of its contract for convenience was inappropriate because it was "arbitrary, capricious, and contrary to established law."⁵ Accordingly, Sycurion asserts breach of contract damage claims for:

- Loss of Profit: The anticipated profit from the full performance of the contract
- Costs Related to Equipment: Expenses incurred for equipment specifically purchased or leased for the performance of the contract.
- Lease Obligations: Costs associated with lease agreements directly tied to the fulfillment of the contract.
- Additional Damages: Any other reasonable costs incurred as a direct result of the termination, including legal and administrative expenses for preparing the termination claim.

DDSN counters that its decision to terminate Sycurion's contract was not "arbitrary, capricious, and contrary to established law" and Sycurion has failed to prove its damages. DDSN also makes a counterclaim for damages from overbilling by Sycurion.

ANALYSIS

As the claimant, Sycurion bears the burden of proving upon a preponderance of the evidence its claims against DDSN. Maro v. Lewis, 389 S.C. 216, 222, 697 S.E.2d 684, 688 (Ct. App. 2010). DDSN likewise bears the burden of proving its claim that it is due damages from Sycurion due to overbilling.

Sycurion's Claim that DDSN Improperly Terminated Its Contract for Convenience

Sycurion's contract with DDSN included a termination for convenience clause, which states:

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as

⁵ Sycurion's claim includes purported citations to case law and Procurement Code provisions applicable to the matter. A subsequent brief does likewise. However, one of the cited Procurement Code provisions, Section 11-35-4220 governing debarment of vendors, has nothing to do with the propositions for which it was cited. Moreover, CPO could not find many of the cited cases using the Westlaw case law search feature.

they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. ...

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

While the government has broad latitude to terminate for convenience, Boarhog LLC v. U.S., 129 Fed. Cl. 130, 134 (2016), it must act in good faith. S.C. Code Ann. § 11-35-30. A termination for convenience clause “is not an open license to dishonor contractual obligations.” JKB Solutions and Services, LLC v. U.S., 18 F.4th 704, 709 (Fed. Cir. 2021). But proving bad faith is difficult. A procurement officer is presumed to act in good faith, and overcoming this presumption requires “well-nigh irrefragable proof” that the government intended to injure the

contractor. Caldwell & Santmyer, Inc. v. Glickman, 55 F.3d 1578, 1581 (Fed. Cir. 1995). Nevertheless, a termination for convenience is likely in bad faith if done (a) to acquire a better bargain from another source or (b) to avoid paying a contractor. JKB Solutions, 18 F.4th at 709. Similarly, bad faith exists when terminating a contract that was entered with no intention of fulfilling its promises. Id.

Sycurion alleges that DDSN's actions were made in retaliation for the harassment complaint it made on September 20, 2025, but does not provide any evidence supporting this allegation. The record simply does not contain any documentation showing a connection between DDSN termination of Sycurion and Sycurion's harassment complaint eleven months earlier. Ms. Neptune speculates there is a connection in her testimony but presents no actual evidence.

Sycurion also alleges a "pattern of neglect" following the "termination of the Procurement Officer who chose me." In this regard, Ms. Neptune states that after the Procurement Officer left employment with DDSN, DDSN routinely ignored her communications. The evidence certainly supports a conclusion that DDSN ignored Ms. Neptune's communications regarding a request for an increase in the contract amount while it was considering whether to terminate Sycurion's contract. (CPO Exhibit G) However, this lack of communication is not the reason for DDSN's decision to terminate the contract but rather a result of that decision. In other words, it is not evidence that DDSN's decision was made in bad faith.

Finally, Sycurion argues that DDSN terminated its contract in order to obtain a better bargain with Chief. However, the record reflects that DDSN did not reach out to Chief until Friday August 26, 2024, the same day it searched Procurement Services website to see if it could find a statewide term contract for these services. The record is clear that by this time, DDSN had already been considering terminating Sycurion for some time. DDSN did not even have a cost proposal from Chief until the day before it sent notice of termination to Sycurion. While Chief's cost proposal was less than Sycurion's contract amount, the record does not reflect that this was driving DDSN's decision. Rather the record supports a conclusion that DDSN's decision to terminate Sycurion was the reason it reached out to Chief.

In opposition to Sycurion's allegations, DDSN points to the security guard coverage issues that arose during the course of contract performance and states that the final decision to terminate Sycurion was not made until after the last incident. While Sycurion counters that the contract has to allow grace for personnel issues, the fact is the contract does not. The contract required Sycurion to have an armed security guard present in accordance with the schedule specified in the contract. Any failure to meet this requirement was a breach of contract. At what point such failure becomes a material breach may be argued. Certainly, Sycurion had a rash of issues within the period of July 3 through August 4, 2024. One might argue that if DDSN had an issue with Sycurion's breaches,

it should have handled the matter through a cure process used in anticipation of terminating the contract for default. However, rather than terminate for default, DDSN terminated for convenience as permitted by the contract. Regardless of whether one believes termination was warranted, these incidents of breach provide a rational basis for DDSN's termination for convenience, and absent any irrefutable evidence to the contrary, counter any allegation of bad faith.

Sycurion has failed to carry its burden of proving "well-nigh irrefragable proof" that DDSN terminated its contract with the intent to cause it harm.

Sycurion's Claim for Compensation

Having failed to prove that DDSN acted in bad faith, Sycurion is only entitled to compensation allowed as a termination claim under the termination for convenience clause, not breach of contract damages. Allowed compensation includes such things as:

- "contract prices for ... services accepted under the contract"
- "costs reasonably incurred in performing the terminated portion of the work less amounts paid ... paid for accepted ... services"
- "reasonable costs of settling and paying claims arising out of the termination of subcontracts"
- "any other reasonable costs that have resulted from the termination."

The contract requires that Sycurion support its claim for compensation with evidence using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. In its formal resolution request dated September 9, 2024, Sycurion presents an itemized termination claim as follows:

Claim for Termination for Convenience**

1. Overview of Contract and Termination

- **Contract Number:** 4400031748
- **Contract Duration:** 5 years
- **Contract Start Date:** June 19, 2024
- **Time Completed:** 1 year (until June 19, 2024)
- **Termination Date:** September 1, 2024

2. Calculation of Lost Revenue

- **Hourly Rate:** \$26.47
- **Weekly Hours:** 122 hours
- **Weekly Revenue:** 122 hours * \$26.47 = \$3,231.34
- **Annual Revenue:** \$3,231.34 * 52 weeks = \$168,230.68
- **Revenue for Remaining 4 Years:** \$168,230.68 * 4 = \$673,822.72

3. Equipment Costs

- **Vehicle Purchase Cost:** \$8,500

- ****Vehicle Insurance:**** \$12,000
- ****Total Equipment Costs:**** \$8,500 + \$12,000 = \$20,500

****4. Legal Services****

TBD

However, only the lost revenue claim is supported by evidence in the record, i.e. the contract and change order number 2. Sycurion failed to support its claim for equipment costs or any other compensation with any documentary evidence.⁶

At the end of the hearing on April 24, 2025, the CPO gave Sycurion the opportunity to supply documentary evidence supporting any compensation claims. The CPO documented this in a Closing Summary Schedule emailed to the parties on April 29, 2025. In response, Sycurion declined to do so stating:

Given the procedural irregularities, bias demonstrated during the hearing, and DDSN's history of vendor disputes, Sycurion does not feel confident providing further claim documentation, such as detailed financial records, lease agreements, and internal operational data, to the MMO or DDSN at this time. Instead, Sycurion reserves the right to present these materials in a court of law, where procedural safeguards and impartiality are guaranteed.

Having failed to support its claim of compensation other than lost revenue with evidence, the CPO denies Sycurion's claim for such compensation. As for the loss of anticipated revenue claim, loss of anticipated revenue is not recoverable under the termination for convenience clause. Therefore, the CPO denies claim for loss of anticipated revenue.

DDSN's Claim for Reimbursement of Overcharges

At the hearing on this matter, DDSN presented to the CPO a counterclaim for reimbursement of overcharges. DDSN restated this claim in its closing summary brief:

Following the termination of the Contract, an audit was performed on the invoices submitted by Ms. Neptune for Sycurion's services. It was determined that Sycurion double billed on two separate invoices, causing a total overpayment of \$6,458.68. (DDSN Exhibit E, pg. 00081, 89, and 90). Accordingly, DDSN held the final invoice of \$4,102.96. (DDSN Exhibit E, pg. 00081). This left a remaining balance owed by Sycurion to DDSN of \$2,355.72. *Id.*

While only implied in the above statement, the record does reflect that DDSN actually paid Sycurion the full amounts of the double billed invoices. (DDSN Exhibit E 00082 – 00083) At the hearing, Ms. Neptune stated

⁶ On December 4, 2024, during settlement discussions, Sycurion submitted a greatly reduced claim based on equipment costs for a vehicle, lease obligations, guard severance pay, administrative and manager salaries, and reliance cost. (DDSN Exhibit H 00183 – 00185). Because this revised claim was made while the parties were discussion settlement, the CPO cannot consider this document as revising Sycurion's claim, nor can it be used as evidence by DDNS. Even if Sycurion did intend revise its damage claim before the CPO, it is unsupported by evidence.

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that Sycurion does not contest the amount of the overcharge. Therefore, the CPO finds that Sycurion owes DDSN the amount of \$2,355.72 in overcharges.

DECISION

Based on the foregoing, the CPOC denies Sycurion's claims in their entirety and finds that Sycurion owes DDSN \$2,355.72 in overcharges.

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

John St. C. White, PE
Chief Procurement Officer for Construction

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Contract Controversy Appeal Notice (Revised July 2025)

The South Carolina Procurement Code, in Section 11-35-4230, 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 requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of the posting of the decision in accordance with Section 11-35-4230(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 why the person disagrees 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 any affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or legal.

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 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

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

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

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

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

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

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

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

CPO Exhibit A

From: [Chris Neptune](#)
To: [Protest-MMO](#)
Subject: [External] Request for Assistance in Protesting Contract Termination Due to Procurement Officer Change and Lack of Communication
Date: Wednesday, September 4, 2024 3:26:28 AM

To Whom It May Concern,

I hope this letter finds you well. I am writing to seek your assistance in addressing a recent and concerning development involving my company, Neptune Worldwide Protection, and a state contract we currently hold.

Our company was awarded Contract Number [4400031748](#) for Guard & Security Services for the Central Office of the South Carolina Department of Disabilities and Special Needs (DDSN). We have successfully fulfilled the terms of this contract over the past year. However, we recently received a termination notice from DDSN, effective September 3, 2024, citing the Termination for Convenience clause.

This decision is particularly troubling because it coincided with a change in the Procurement Officer overseeing our contract. Since this change, our attempts to communicate with the staff have been largely ignored, with calls going unanswered. It has started to feel as though there was a concerted effort to eliminate all contracts established under the previous Procurement Officer, including ours.

The Termination for Convenience clause, while allowing the state to terminate the contract, also obligates the state to engage in fair compensation practices. We intend to submit a termination claim for the costs incurred due to this decision, including any settlement costs. Additionally, the contract's Term of Contract – Option to Renew clause suggests that the contract should have automatically renewed unless notice was provided at least 30 days prior to the renewal date, which did not occur.

Given the sudden nature of this termination, the apparent disregard for proper communication, and the significant impact it has on our business, I believe it is necessary to protest this decision. I am reaching out to you to request your guidance and support in navigating the protest process. Your expertise in this area would be invaluable to us, and I would greatly appreciate any assistance you can provide in ensuring that our rights under the contract are fully upheld.

I would welcome the opportunity to discuss this matter further at your earliest convenience. Please let me know a suitable time for us to connect.

Thank you for your time and consideration. I look forward to your response.

Best regards,
C. Neptune
Chief Executive Officer
Sycurion Group

Formerly Neptune Protection
Security - Protection - Peace of Mind
Web: SycurionGroup.com
Office: 877-412-1172
Email: ncptunc@sycuriongroup.com

"Success is not final, failure is not fatal: It is the courage to continue that counts." -
Winston Churchill



SYCURION GROUP

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Thank you for your cooperation

Christal Neptune
338 S Sharon Rd
Charlotte, Nc 28211
neptune@sycuriongroup.com
877-412-1172

Date: 09/06/24

To:
John White
Materials Management Officer
Division of Procurement Services | Sc State Fiscal
1201 Main Street Suite 600
Columbia, SC 29201
Email: jswhite@mmo.sc.gov

Cc:
Quincy Swygert
Robb McBurney
Andrew Tharin
Carolyn Benzon
Constance Holloway, State Director

Subject: Termination for Convenience Claim for Contract Number 4400031748

Dear Mr. White,

I am writing to formally submit a claim in response to the Termination for Convenience of Contract Number 4400031748 between Sycurion Protection Services and the South Carolina Department of Disabilities and Special Needs (DDSN). The termination, which was communicated to us on August 28, 2024, has caused significant damages to our company. We believe this termination, executed without adequate justification or regard for the significant contributions and efforts made by our company, warrants a detailed claim under the provisions of the termination clause.

Order of Events:

May 22, 2023

Sycurion Protection Services formally acknowledges the award of the contract.

May 23, 2023

An email is sent to Ms. Valarie Duncan expressing our gratitude for the opportunity and to discuss contract details. (Email attached)

May 25, 2023

A pre-performance meeting is scheduled for May 31, 2023, with a site visit planned for May 26, 2023.

May 26, 2023

Site walkthrough is conducted, and further discussions regarding contract implementation take place.

May 31, 2023

A team meeting is held with Ms. Duncan, during which pricing details are discussed.

June 1, 2023

The Pricing Option Document is emailed to Ms. Duncan and Mr. Robb McBurney.

June 2, 2023

A Zoom meeting is held at 2:00 PM to negotiate pricing and discuss a potential start date of June 19, 2023. An agreement is reached, with an understanding that future price adjustments may be necessary if additional coverage hours are required. ACH registration information is provided by Ms. Duncan. The update regarding the company name change is also communicated.

June 16, 2023

The Certificate of Insurance (COI) is sent to DDSN.

June 19, 2023

Sycurion Protection Services officially commences work, with guards deployed on-site.

June 23, 2023

A Patrol Vehicle Post Assignment document is sent.

June 11, 2023

A manager's security assessment visit is scheduled for June 20, 2023, with Ms. Duncan and Mr. McBurney.

June 17, 2023

The meeting is rescheduled due to a conflict with Mr. McBurney's schedule. The new date is set for July 21, 2023, at 1:00 PM. Ms. Duncan agrees to attend on a remote workday.

June 21, 2023

Discussions occur regarding coverage hours and a price increase. A slight increase is agreed upon for additional hours.

August 11, 2023

The Change Order (CO) for the company name change is signed and returned.

September 14, 2023

A follow-up is made regarding the implementation date for the agreed price increase.

September 20, 2023

A hostile work environment complaint is filed by Officer [REDACTED] against DDSN employee [REDACTED]. A meeting is scheduled, with all relevant parties requested to attend. [REDACTED] is CC'd on the email and made aware of the complaint. The meeting is set for September 28, 2023.

September 28, 2023

A meeting is held to address the hostile work environment and harassment complaint. [REDACTED] does not attend. Present are Mr. McBurney, Ms. Duncan, and Officer [REDACTED]. During the meeting, Mr. McBurney attempts to divert the discussion from the issue at hand. Ms. Duncan addresses the claim and offers support to Officer [REDACTED], while Mr. McBurney expresses displeasure and offers no support, dismissing the significance of the issue. Rules are established for [REDACTED] and the guard to avoid each other, marking the beginning of communication breakdowns. Discussions also occur regarding DDSN's potential move to another facility in January 2025 (a topic raised multiple times throughout 2024).

October 27, 2023

A new Change Order is received and signed, reflecting a \$1.62 increase for the patrol vehicle (previously discussed during negotiations). The agreement includes the understanding that another price increase request may be submitted prior to automatic contract renewal (as stipulated in the contract, which requires price increase requests to be submitted 90 days before the contract's expiration. The contract auto-renews unless terminated 30 days before the start date).

November 2023 - May 2024

Communication with Ms. Duncan remains responsive, while Mr. McBurney's involvement diminishes, leading to minimal support on personnel issues. Ms. Duncan advises that communications should be directed to Mr. McBurney until a new point of contact is appointed. Discussions regarding a potential need for increased coverage at a new facility and the possibility of deploying more than one guard on-site occur. Any potential price adjustments are noted but do not override the annual price increase requests. Ms. Duncan advises following up with Mr. McBurney regarding the price increase request.

June 3, 2024

A request is made for a call with Mr. McBurney, which he accepts.

June 4, 2024

A phone conversation with Mr. McBurney occurs, where he advises submitting the price increase proposal to him and reiterating the prior discussions.

June 12, 2024

The price increase proposal is submitted. Mr. McBurney indicates it will be forwarded and that he will follow up (no confirmation of submission is provided).

June 15, 2024

A follow-up inquiry is made regarding the response timeline (noting that the contract is set to auto-renew in four days). Mr. McBurney states he will follow up with Ms. Duncan and provide an update.

June 19, 2024

The contract auto-renews (guards remain on-site). Contact is made with Ms. Duncan, who indicates the proposal was sent to her Executive Manager. A response is pending.

July 29, 2024

Error messages are received from Ms. Duncan's email, indicating her inbox is full and unable to receive messages. Multiple attempts are made to reach her by voicemail.

August 2024

Contact is finally made with Mr. McBurney, who informs that Ms. Duncan is no longer with DDSN and that a new point of contact may be assigned, though he is unsure who at this time. There is no update on the price increase, but he promises to call back. Multiple attempts to seek feedback on the guards' performance received no response from Mr. McBurney. Assistance from guards leads to a referral to Mr. Andrew Tharin. Mr. Tharin provides assistance on an unrelated matter, during which the lack of communication and support following Ms. Duncan's departure is discussed. Mr. Tharin suggests reaching out to Mr. Quincy Swygert.

August 5, 2024

An email and voicemail are sent to Mr. Swygert regarding the price increase and the mistreatment experienced since Ms. Duncan's departure.

August 6, 2024

Mr. Swygert responds (copying Mr. McBurney and Mr. Tharin), stating that he has seen the proposal dated June 17, 2024 (which is incorrect, as the proposal was submitted to Mr. McBurney earlier). He notes that no approval has been found, nor is the proposal listed on previous agendas (contradicting earlier information from Ms. Duncan and Mr. McBurney). Mr. Swygert indicates that he will present it during the DDSN FY25 spending plan on August 15, 2024. He advises that a response should be expected by August 18, 2024, and provides his contact number for follow-up.

Guards remain on-site during this period with no reported incidents or disputes.

August 21, 2024

No response is received from Mr. Swygert by the promised date. Multiple attempts are made to reach him via phone and email, all of which go unanswered. Efforts to contact Mr. McBurney and Mr. Tharin within this timeframe also yield no response.

Guards continue to be on-site.

August 28, 2024

An email is sent to Mr. Swygert, Mr. McBurney, and Mr. Tharin expressing frustration with the ongoing process and the treatment received since Ms. Duncan's departure. The email emphasizes that terms were agreed upon with the expectation that they would be honored. A follow-up text message is also sent to Mr. McBurney, which receives no response. Later that evening, a "Termination for Convenience" letter is received from Ms. Christie Linguard (as previously discussed) on behalf of Ms. Constance Holloway, the State Director. The termination is set to take effect in two business days without consideration for the impact on Sycurion or its staff. The letter provides no explanation. Immediate attempts are made to contact Mr. McBurney for clarification, but no response is received. A request for an appeal and an assertion of our rights under the Termination for Convenience clause are promptly submitted.

August 30, 2024

Ms. Carolyn Benzon (later identified as DDSN's General Counsel) contacts Sycurion. She states that DDSN stands by its decision and challenges the legal grounds for an appeal. Ms. Benzon asserts that the contract will not be reinstated. Additionally, she questions the legitimacy of Sycurion's award and implies that there may have been prior connections with Ms. Duncan, a suggestion made only in response to repeated complaints about the lack of communication following her departure. Sycurion affirms that there has been no prior relationship with Ms. Duncan, and it is clarified that this insinuation is both baseless and offensive. The situation underscores a pattern of disregard for the contributions Sycurion has made to DDSN's security and safety. The sudden termination has caused significant damage to our company and our employees. We had every intention of fulfilling the contract's remaining terms. If the issue were purely related to pricing,

September 1, 2024 Following the Termination for Convenience notice, Sycurion takes immediate steps to mitigate the impact on its operations and staff. All guards are informed of the situation and reassured that every effort is being made to resolve the matter. Communications are sent to DDSN, reiterating our commitment to the contract and seeking clarification on any outstanding issues that might have led to the termination. Despite this, no further communication is received from DDSN.

September 2, 2024 Sycurion begins preparing a formal claim to address the termination, detailing the damages incurred, including loss of profit, costs related to equipment and lease agreements, and other associated losses. The claim is supported by relevant case law, South Carolina procurement codes, and a comprehensive list of damages.

September 6, 2024 Sycurion submits the formal claim for Termination for Convenience to DDSN, requesting a detailed explanation for the termination and proposing a meeting to discuss possible resolutions. The claim is meticulously documented to ensure compliance with South Carolina standards, emphasizing the need for fairness and transparency in the handling of government contracts.

Basis for the Claim:

As provided under the "Termination for Convenience" clause [Section 11-35-1830 of the South Carolina Consolidated Procurement Code], I hereby submit this claim for compensation due to the abrupt and unjustified termination of our contract. The termination, in this case, appears to be arbitrary, capricious, and contrary to established law, especially considering the lack of communication and support from DDSN following the departure of Ms. Valarie Duncan.

Right to Submit a Claim:

Pursuant to the "Termination for Convenience" clause, Sycurion Protection Services reserves the right to submit this termination claim, specifying the amounts due as a result of the termination. This claim seeks compensation for:

- Loss of Profit: The anticipated profit from the full performance of the contract
- Costs Related to Equipment: Expenses incurred for equipment specifically purchased or leased for the performance of the contract.
- Lease Obligations: Costs associated with lease agreements directly tied to the fulfillment of the contract.
- Additional Damages: Any other reasonable costs incurred as a direct result of the termination, including legal and administrative expenses for preparing the termination claim.

These damages are sought as a fair and reasonable remedy to the financial and operational impact caused by the termination. Should there be any dispute regarding the amounts claimed, Sycurion Protection Services reserves the right to submit the matter as a contract controversy to the Chief Procurement Officer under Section 11-35-4230.

South Carolina Procurement Codes:

- SC Code §11-35-1530 (South Carolina Consolidated Procurement Code): Addresses the process and grounds for termination of contracts and emphasizes the need for fairness and proper documentation.
- SC Code §11-35-2410: Concerning contract controversies, allows for claims to be made if a contractor believes a termination was improper or unjustified.

Relevant Case:

Including Case Law and Procurement Codes

1. Case Law References: • Example: "In support of our claim, we reference the case XYZ Corp. v. South Carolina Procurement Review Panel, 345 S.C. 123 (2005), which established that a Termination for Convenience must not be executed in a manner that is arbitrary or capricious. The facts of this case demonstrate similarities to our situation, particularly regarding the lack of

communication and support following Ms. Duncan's departure, which led to the termination of our contract without just cause."

2. South Carolina Procurement Codes: • Code Reference: "According to South Carolina Procurement Code §11-35-4220, the Termination for Convenience clause must be executed in compliance with all relevant laws and regulations. We believe that the termination of our contract violates the principles outlined in §11-35-4220, specifically regarding the lack of prior notice and the abrupt nature of the termination."

Specific Examples of Relevant Cases and Codes

• Arbitrary and Capricious Standard: Courts have held that actions taken by government agencies must not be arbitrary or capricious. In *Motor Vehicle Manufacturers Association v. State Farm Mutual Automobile Insurance Co.*, 463 U.S. 29 (1983), the U.S. Supreme Court stated that a decision is arbitrary if it lacks a rational connection between the facts found and the choice made.

South Carolina Code of Laws:

- §11-35-1520: Outlines the process for competitive sealed bidding and the requirements for bid evaluation, which may be relevant if there were issues with how the contract was awarded or managed.
- §11-35-4220: Addresses the right to protest a contract award or termination, providing a legal basis for your claim.

Claim for Termination for Convenience

1. Overview of Contract and Termination

- **Contract Number:** 4400031748
- **Contract Duration:** 5 years
- **Contract Start Date:** June 19, 2024
- **Time Completed:** 1 year (until June 19, 2024)
- **Termination Date:** September 1, 2024

2. Calculation of Lost Revenue

- **Hourly Rate:** \$26.47
- **Weekly Hours:** 122 hours
- **Weekly Revenue:** 122 hours * \$26.47 = \$3,231.34
- **Annual Revenue:** \$3,231.34 * 52 weeks = \$168,230.68
- **Revenue for Remaining 4 Years:** \$168,230.68 * 4 = \$673,822.72

****3. Equipment Costs****

- ****Vehicle Purchase Cost:**** \$8,500
- ****Vehicle Insurance:**** \$12,000
- ****Total Equipment Costs:**** \$8,500 + \$12,000 = \$20,500

****4. Legal Services****

TBD

In light of the significant damages our company has incurred due to the abrupt Termination for Convenience, we respectfully request a prompt and thorough review of this claim. Our firm is committed to resolving this matter in a fair and just manner, but we firmly believe that the termination was not conducted in accordance with South Carolina procurement standards. We are prepared to engage in discussions to either reinstate the contract or negotiate a fair settlement for the damages outlined above.

We expect a response within 30 days to avoid further escalation. Should we not receive a satisfactory resolution, we will have no choice but to pursue further legal action and seek restitution through all available channels.

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

Sincerely,



Chris Neptune
Chief Executive Officer
Sycurion Protection Services.

11:51



236

RM



Robb >

Mon, Aug 19 at 6:08 AM



Good morning. Teresa was involved in an accident. Marquez will be covering her shift. We also have the new guard starting today as well

Thu, Aug 29 at 7:39 AM

Good morning. Robb, it's come to my attention that I am intentionally being ignored by you and several others. Our issues have not been address and we also do not know who we are suppose to report to. Valarie's departure has shown me that she's who kept things in tact for the vendors at DDSN. I've emailed several times and call and you do not mask that you are ignoring. I would like the contact of who we can speak to directly about what has taken place. Thank you

Delivered



iMessage



11:51



< 236

RM



Robb >

Carolyn Benzon
[803-898-9284](tel:803-898-9284)

Ty

Mon, Aug 5 at 11:06 AM

Hey Rob. Can you give me a call. I have no been able to get help from Carolyn, Andrew, Preston or you. No one answers I need to confirm if the guard was there

I also need the contact of who can help me with our price increase we are well over a year

Mon, Aug 5 at 2:29 PM

Hey Robb I need to speak to you it's about Jodrick and it's very important

Mon, Aug 19 at 6:08 AM



Good morning. Teresa was involved in an accident.



iMessage



11:52



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You

Aug 21

To Swygert, Quincy



Good morning,

I wanted to follow up on our previous conversation. If you need any clarification regarding the arrangements Valarie and I discussed, let's arrange a call to go over the details.

Best regards,

C. Neptune

Chief Executive Officer

Sycurion Group

Formerly Neptune Protection

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Web: SycurionGroup.com

Office: [877-412-1172](tel:877-412-1172)

Email: neptune@sycuriongroup.com

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www.dds.sc.gov



South Carolina
Department of Disabilities and Special Needs



You

Aug 6

To Swygert, Quincy, +2



Thank you for your response. I will wait to hear back from you.

Best regards,

C. Neptune

Chief Executive Officer

Sycurion Group

Formerly Neptune Protection

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Email: neptune@sycuriongroup.com

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Swygert, Quincy

Aug 6

To You, Tharin, Andrew M, +1

...



FW: Proposal for Security Services Rat...

EML - 966 KB

Mr. Neptune,

I was able to find your proposal in Valerie's email dated [June 17th](#) (attached) but was not able to find any formal approvals. I will review your request from the current rate of \$26.47 to \$30.24 with executive leadership as well as the commissions finance and audit committee chairman. Unfortunately, this must go through several hoops to be approved. DDSN is Governed by a 7-member commission appointed by the Governor with the advice and consent of the Senate. Most contract increases must be presented and subsequently approved by our commission before they can be considered approved or go into effect. As I said before I did not see any formal responses from



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appointed by the Governor with the advice and consent of the Senate. Most contract increases must be presented and subsequently approved by our commission before they can be considered approved or go into effect. As I said before I did not see any formal responses from Valerie approving this proposal and I reviewed past commission meeting agendas and did not see this contract listed as an agenda item. DDSN's next commission meeting is scheduled for August 15th, and I will be presenting the agencies FY25 Spending Plan which contains all the agency's contracts for FY25. Your contract is on the list to review; however, it was currently estimated at the \$26.47 rate. I will speak to the Agency Director and provide feedback as soon as possible on whether the contract estimate will be changed to the \$30.24 rate.

Unfortunately, this week has been non-stop phone calls with SCEMD preparing for Hurricane/Tropical Storm Debbie as our agency operates five regional nursing facilities, some



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rate.

Unfortunately, this week has been non-stop phone calls with SCEMD preparing for Hurricane/Tropical Storm Debbie as our agency operates five regional nursing facilities, some which are in the path of the storm. If you don't hear from me by COB next Tuesday 8/13, please contact me directly at [898-9697](tel:898-9697) and I will update you on the latest contract information that will be presented to the commission. Any subsequent change orders submitted to state procurement would have to occur after the commission's approval.

Respectfully,

QUINCY SWYGERT

Chief Financial Officer

Quincy.Swygert@ddsn.sc.gov

[803-898-9697](tel:803-898-9697)

3440 Harden St Ext, Columbia, SC 29203

www.ddsn.sc.gov



South Carolina



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Hi Quincy,

My name is Chris, and I am the supervisor for the guards at DDSN. I understand that Valarie is no longer with the company. Prior to her departure, we were in the middle of a price increase request. This request was approved in discussions with Valarie before she left and several times before.

Since Valarie's departure, our simple requests have not been met, and we've been shuffled around with little to no support in addressing our needs. We were informed that you are now overseeing her caseload.

Could we schedule a call to clarify several matters, including identifying our current point of contact? My personal cell is [754-270-9705](tel:754-270-9705)

Thank you for your time and assistance.



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📁 Inbox



Duncan, Valerie

Jun 19

To You



Good Afternoon Chris,

I did receive the contract increase request and your phone message. I have forward to my Executive Management and am awaiting a response.

I will advise when I have a update from them.

Regards,

VALERIE DUNCAN, CPPB, CPM

Director of Procurement



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Re: Follow-Up on Price Increase Request



You

Jun 19

To valerie.duncan@ddsn.sc.gov



Hi Valarie,

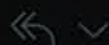
I wanted to confirm if you've received our price increase request. We followed up with Rob, who mentioned he's unsure how long these matters typically take. We haven't received a response yet, so we're just checking in to see if you have any updates.

Your response is greatly appreciated.

Best regards,

C. Neptune

Chief Executive Officer



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You

Jun 3

To Robert McBurney

...



Hello Rob,

Can we schedule a call for tomorrow? I tried calling your phone and texting and it's not going through.

Best regards,

C. Neptune

Chief Executive Officer

Sycurion Group

Formerly Neptune Protection

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McBurney, Robert

To You

Jun 3



Sure. I will call you in the morning.

ROBERT MCBURNEY

Program Manager for Emergency Operations & Special Projects

robert.mcburney@ddsn.sc.gov



[803-898-9723](tel:803-898-9723)

[803-728-5096](tel:803-728-5096)

3440 Harden Street Ext, Columbia, SC 29203

www.ddsn.sc.gov



South Carolina
Department of Disabilities and Special Needs

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You

To McBurney, Robert

Jun 3



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You

Jun 3

To McBurney, Robert



Great.

Best regards,

C. Neptune

Chief Executive Officer

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you

To McBurney, Robert

sent to

...



Hey Rob,

Do you know how long this process takes?
[June 19th](#) will make a year. I'm sure there will
be slight overlap. Any information you can
provide is helpful.

Best regards,

C. Neptune

Chief Executive Officer

Sycurion Group

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courage to continue that counts." - Winston
Churchill



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McBurney, Robert

Jun 17

To You

...



I don't. I will check with Valerie.

ROBERT MCBURNEY

Program Manager for Emergency Operations & Special Projects

robert.mcburney@ddsn.sc.gov



[803-898-9723](tel:803-898-9723)

[803-728-5096](tel:803-728-5096)

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South Carolina
Department of Disabilities and Special Needs

...



You

Jun 17

To McBurney, Robert

...



Ok thank you



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DDSN(3)

PDF - 804 KB



Sycurion Group
Sycurion Protection Services
North Carolina Division
338 S Sharon Amity Rd Suite 248
Charlotte, NC 28270
877-412-1172
www.SycurionGroup.com



June 12, 2024

Mr. Robb McBurney
South Carolina Department of Disabilities and Special Needs
3440 Harden Street Extension
Columbia, SC 29203

Dear Mr. McBurney,

Subject: Proposal for Price Increase for Security Services

I hope this letter finds you well. It has been our privilege to work hand-in-hand with the South Carolina Department of Disabilities and Special Needs (DDSN) since June 16, 2023, to provide comprehensive security services. Over the past year, we have maintained a high standard of safety and security for your facilities, and we are committed to continuing this partnership with unwavering dedication.

Currently, our services are billed at a rate of \$26.47 per hour, which includes the deployment of professional security officers and a fully-equipped security vehicle. We have ensured the safety of your site with vigilant patrols and a robust presence from 6:00 AM to 4:00 AM, Monday through Friday, and from 8:00 AM to 2:00 AM on Saturdays and Sundays. Our team has worked tirelessly to safeguard your facilities, preventing incidents and ensuring a secure environment for all staff and visitors.

Our security services have proven effective through our proactive approach and swift response to any potential threats. The satisfaction and peace of mind of your staff and clients are of utmost importance to us. Our officers have demonstrated professionalism, reliability, and a deep commitment to the safety of your site.

However, due to recent increases in overhead costs and in order to maintain the high-quality service you have come to expect, we find it necessary to adjust our rates. Effective upon renewal of our contract, we are proposing a new rate of \$30.24 per hour. This adjustment will allow us to continue providing exceptional security services while incorporating new and improved technology to enhance our operations.

The additional funds will enable us to:

- Invest in advanced security technology, such as state-of-the-art surveillance systems and communication devices.
- Provide continuous training and development for our security personnel to ensure they are equipped with the latest skills and knowledge.
- Maintain and upgrade our security vehicles to ensure optimal performance and reliability.

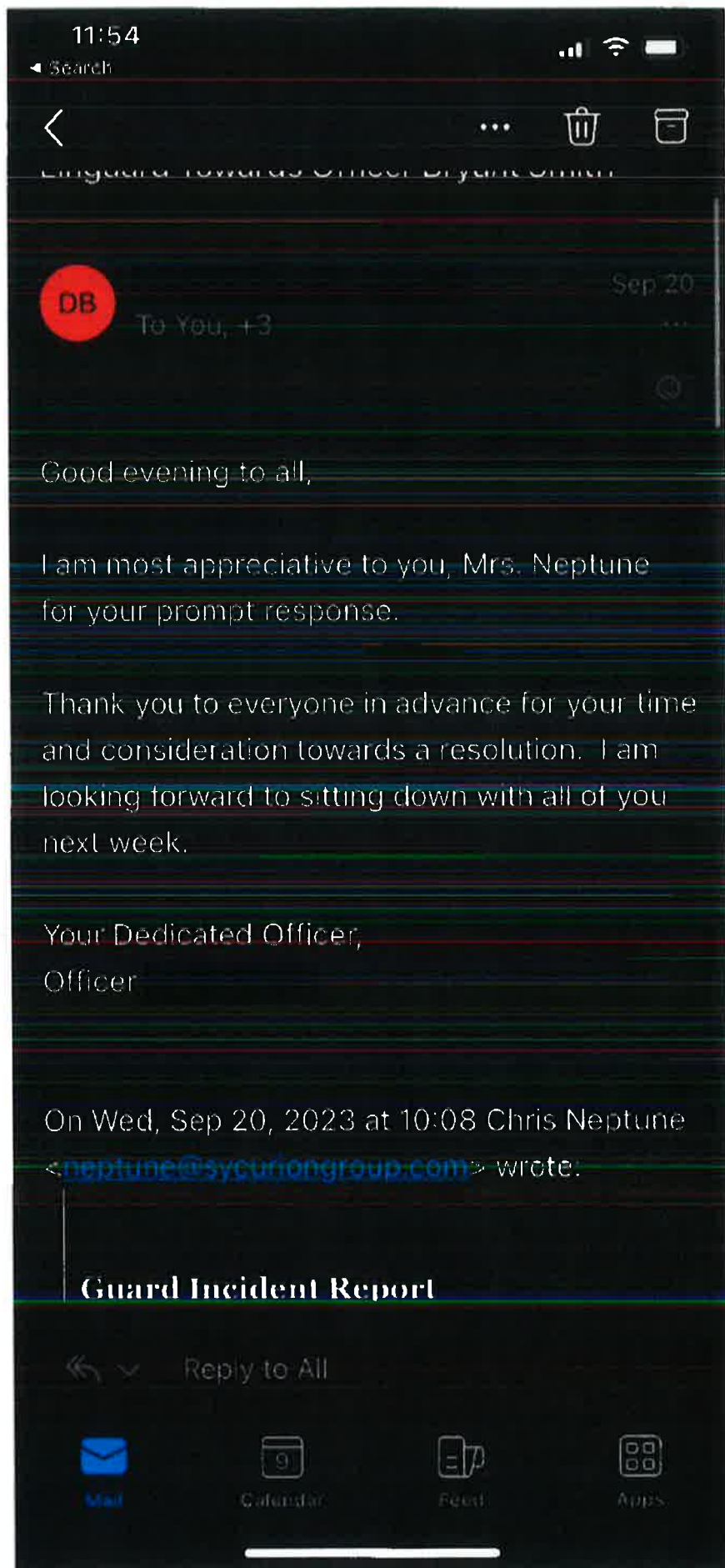
We understand that budget considerations are crucial, and we are confident that this modest increase will translate into significant enhancements in the safety and security of your facilities. Our goal is to ensure that DDSN continues to benefit from our services, which are now further reinforced with cutting-edge technology and highly trained personnel.

We appreciate your understanding and consideration of our proposal. We are eager to continue our partnership and remain committed to delivering top-tier security services that meet and exceed your expectations. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me directly.

Thank you for your attention to this matter. We look forward to your positive response and to another year of successful collaboration.

[Open Microsoft 365 \(Office\)](#)





11:55

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Re: Subject: Formal Complaint: Hostile
Work Environment Created by
Towards Officer



You

Sep 20

To Robert McBurney, +3



Guard Incident Report

Date: September 20, 2023

Subject: Complaint Against

DDSN Employee

Reported By: Chris Neptune Operational
Manager

Incident Details:

1. Person Involved:

DDSN Employee (Point of Contact for
Guarding Services)

2. Guard Affected: Officer

3. Nature of the Incident: Multiple reported incidents of creating a hostile



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work environment for Officer

Description of the Incident:

Over the past month, there have been several incidents reported where [redacted] has demonstrated inappropriate behavior towards Officer [redacted]. Such behavior is creating a hostile and non conducive environment for our guard to perform [redacted] duties.

Resolution Requested:

Given the frequency and nature of these incidents, we request an immediate investigation into this matter. To ensure transparency and accountability, we propose a resolution conference involving all concerned parties. This would provide an opportunity for both parties to voice their concerns and arrive at a constructive solution.

Additional Notes:

We have cc'd Officer [redacted] on this thread to keep [redacted] informed and updated



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period. This would provide an opportunity for both parties to voice their concerns and arrive at a constructive solution.

Additional Notes:

We have cc'd Officer [redacted] on this thread to keep [redacted] informed and updated regarding the proceedings of this complaint. We believe in the importance of transparency and ensuring that all parties involved are aware of the complaint and its status.

We trust that this matter will be handled promptly and with the utmost professionalism. We look forward to a timely resolution.
Thank you.

Best regards,
C. Neptune
Chief Executive Officer
Sycurion Group
Formerly Neptune Protection
Security - Protection - Peace of Mind
Web: SycurionGroup.com

OFFICIAL Q - 1-800-456-1234



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CPO Exhibit C

	State of South Carolina Change Order #2	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Contract Number</td> <td>4400032513 (5400024884)</td> </tr> <tr> <td>Date</td> <td>October 27, 2023</td> </tr> <tr> <td>Procurement Officer</td> <td>Valerie G. Duncan, CPPB</td> </tr> <tr> <td>Phone</td> <td>803-898-9666</td> </tr> <tr> <td>E-Mail Address</td> <td>valerie.duncan@ddsn.sc.gov</td> </tr> <tr> <td>Address</td> <td>3440 Harden Street Ext. Columbia, SC 29203</td> </tr> </table>	Contract Number	4400032513 (5400024884)	Date	October 27, 2023	Procurement Officer	Valerie G. Duncan, CPPB	Phone	803-898-9666	E-Mail Address	valerie.duncan@ddsn.sc.gov	Address	3440 Harden Street Ext. Columbia, SC 29203
Contract Number	4400032513 (5400024884)													
Date	October 27, 2023													
Procurement Officer	Valerie G. Duncan, CPPB													
Phone	803-898-9666													
E-Mail Address	valerie.duncan@ddsn.sc.gov													
Address	3440 Harden Street Ext. Columbia, SC 29203													

DESCRIPTION: SECURITY SERVICES - CO

USING GOVERNMENTAL UNIT: SC Department of Disabilities & Special Needs

CONTRACTOR'S NAME AND ADDRESS:

Sycurion Protection Services SC LLC
338 S Sharon Amity Rd, Unit 248
Charlotte, NC 28211

TYPE OF CHANGE:

- ☒ **XX** Change to Contract Scope of Work
- ☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
 Clause Name _____, Clause No. _____
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☐ Other Change

IMPORTANT NOTICE:

- ☒ **XX** Change Order: Contractor is required to sign this document and return (1) copies to the procurement officer named above by the following date: **October 30, 2023.**
- ☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: _____. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

This is official record of a contractual change to Contract# 4400032513 to Sycurion Protection Services:

Currently security is on the premises from 6am to 6pm, however the attached memo to employees states that office(s) are open until 7pm. The change order, for an additional 20 hours per week, would have the guard stay when building is occupied with employees and contractors (cleaning crew) and set the alarm. Security would be on the premises from 6am to 10pm, an additional four hours per day.

The Change order amount also includes the cost to continue to have security vehicle on premises (\$1.62 per hour), \$10K per year when annualized.

The attached change to the Scope of Work/Specifications is hereby, added and/or revised to the above referenced contract.


The fiscal impact of this change order totals to approximately \$181,503.00 over five years.

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor 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 Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here _____ if Certificate inapplicable to this Change Order]
 (See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:

By: 
 (authorized signature)
Christal Neptune
 (printed name of person signing above)
 Its: **Owner**
 (title of person signing above)
 Date: **10/27/23**

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:

By: _____
 (authorized signature)
Valerie G. Duncan
 (printed name of person signing above)
 Its: **Director of Procurement**
 (title of person signing above)
 Date: _____

Scope of Work/Specification (Addition/Revision)

Front desk security personnel will check in visitors and alert DDSN employees receiving visitors using the front desk phone and employee phone list provided. Security personnel will check the visitor in, issue a visitor badge, and ask the visitor to wait for the DDSN employee receiving the visitor.

If the person to receive the visitor does not answer their phone, security personnel will call the applicable DDSN division main line (or another person in that division) to arrange for a DDSN employee to receive the visitor. The visitor will wait in the lobby until a DDSN employee comes to the lobby to escort the visitor.

If the security personnel are performing duties in another part of the building, or are on a break, security personnel will leave a sign at the front desk with a phone number where they can be reached to attend to the visitor or make arrangements for the visitor. If they are temporarily off the premises, they will notify the Building Manager at 803-728-5096.

DDSN Central Office receives visitors by appointment only. If the visitor does not have an appointment with a DDSN employee, the visitor can be given the DDSN main phone line number to make an appointment.

Please address the Central Office Building Manager at 803-728-5096 if there are any questions regarding this procedure. If DDSN Central Office Employees have questions or concerns about this procedure they may also address the CO Building Manager.



Sycurion Group
Sycurion Protection Services
North Carolina Division
338 S Sharon Amity Rd Suite 248
Charlotte, NC 28270
877-412-1172
www.SycurionGroup.com

CPO Exhibit D



June 12, 2024

Mr. Robb McBurney
South Carolina Department of Disabilities and Special Needs
3440 Harden Street Extension
Columbia, SC 29203

Dear Mr. McBurney,

Subject: Proposal for Price Increase for Security Services

I hope this letter finds you well. It has been our privilege to work hand-in-hand with the South Carolina Department of Disabilities and Special Needs (DDSN) since June 16, 2023, to provide comprehensive security services. Over the past year, we have maintained a high standard of safety and security for your facilities, and we are committed to continuing this partnership with unwavering dedication.

Currently, our services are billed at a rate of \$26.47 per hour, which includes the deployment of professional security officers and a fully-equipped security vehicle. We have ensured the safety of your site with vigilant patrols and a robust presence from 6:00 AM to 4:00 AM, Monday through Friday, and from 8:00 AM to 2:00 AM on Saturdays and Sundays. Our team has worked tirelessly to safeguard your facilities, preventing incidents and ensuring a secure environment for all staff and visitors.

Our security services have proven effective through our proactive approach and swift response to any potential threats. The satisfaction and peace of mind of your staff and clients are of utmost importance to us. Our officers have demonstrated professionalism, reliability, and a deep commitment to the safety of your site.

However, due to recent increases in overhead costs and in order to maintain the high-quality service you have come to expect, we find it necessary to adjust our rates. Effective upon renewal of our contract, we are proposing a new rate of \$30.24 per hour. This adjustment will allow us to continue providing exceptional security services while incorporating new and improved technology to enhance our operations.

The additional funds will enable us to:

- Invest in advanced security technology, such as state-of-the-art surveillance systems and communication devices.
- Provide continuous training and development for our security personnel to ensure they are equipped with the latest skills and knowledge.
- Maintain and upgrade our security vehicles to ensure optimal performance and reliability.

We understand that budget considerations are crucial, and we are confident that this modest increase will translate into significant enhancements in the safety and security of your facilities. Our goal is to ensure that DDSN continues to benefit from our services, which are now further reinforced with cutting-edge technology and highly trained personnel.

We appreciate your understanding and consideration of our proposal. We are eager to continue our partnership and remain committed to delivering top-tier security services that meet and exceed your expectations. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me directly.

Thank you for your attention to this matter. We look forward to your positive response and to another year of successful collaboration.

Sincerely,

Chris Neptune

Chris Neptune

President/Ceo

Sycurion Protection Services

Office: 877-412-1172

CPO Exhibit E

Rollins, Derek

From: Tammy Mikels <Tammy.Mikels@ChiefSecuritySolutions.com>
Sent: Thursday, August 29, 2024 5:09 PM
To: Benzon, Carolyn
Subject: Re: Security Follow Up

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Absolutely no problem it was my pleasure and I look forward to meeting everyone.

Get [Outlook for iOS](#)

From: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>
Sent: Thursday, August 29, 2024 5:07:32 PM
To: Tammy Mikels <Tammy.Mikels@ChiefSecuritySolutions.com>
Subject: RE: Security Follow Up

Hi Tammy,

It was great speaking with you again today. I look forward to meeting you on Tuesday, September 3 at 11am. I spoke to my team and if you can bring a security guard with you on Tuesday, we would appreciate it.

Thank you again,
Carolyn

CAROLYN BENZON
General Counsel

✉ Carolyn.Benzon@ddsn.sc.gov



☎ 803-898-9284

📍 3440 Harden Street Ext, Columbia, SC 29203

🌐 www.ddsn.sc.gov



From: Tammy Mikels <Tammy.Mikels@ChiefSecuritySolutions.com>
Sent: Wednesday, August 28, 2024 6:21 PM
To: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>
Subject: Re: Security Follow Up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Carolyn,

Thank you so much for your patience in receiving this information. I am attaching a draft statement of work as a starting point; you may make recommendations for changes as needed. Within this document I am providing the same rate that we provide DSS for armed security and that rate is \$19.50 per hour. This is a very good rate; we have other contracts in the same area that are much higher. However, DSS is one of my favorite clients and when Mr. Fay refers someone, that means a lot to me.

I am also attaching some information about our company for your review, it outlines our training programs, provides a history of our company, shows you the uniform and of course our license and certifications.

I hope we can provide our services and build a great working relationship with the SC Dept of Disabilities and Special Needs. We want to be a part of your team and enhance safety and security.

Please let me know if you have any questions or concerns. Also, if you want to move forward, I will be excited to meet with you.

Have a fantastic day and thanks again for your patience in receiving this information as I have been tied up in an investigation in the Charleston area that has reached litigation.

Thanks again,

Tammy Mikels
President
Chief Services & Security Solutions, Inc.
Cell: 864-395-8003
Tammy.Mikels@ChiefSecuritySolutions.com

From: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>
Sent: Wednesday, August 28, 2024 8:41 AM
To: Tammy Mikels <Tammy.Mikels@ChiefSecuritySolutions.com>
Subject: RE: Security Follow Up

Hi Tammy,

No problem. Saturday and Sunday are flexible for us. Occasionally staff will come in on the weekends to catch up on work. Could a security guard be here from 9-1pm? Once I talk to staff we might change the hours, but our need isn't as great on the weekends.

Thank you,
Carolyn

CAROLYN BENZON
General Counsel

 Carolyn.Benzon@ddsn.sc.gov
 803-898-9284
 3440 Harden Street Ext, Columbia, SC 29203
 www.ddsn.sc.gov





From: Tammy Mikels <Tammy.Mikels@ChiefSecuritySolutions.com>
Sent: Tuesday, August 27, 2024 7:14 PM
To: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>
Subject: Re: Security Follow Up
Importance: High

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Carolyn,

I apologize for the delay; it's been a very busy day. I have your statement of work prepared, I just want to be clear on the Saturday and Sunday hours if you could provide the requested times for me, I would greatly appreciate it. We can always modify the times as needed and work with you.

Thank you so much,

Tammy Mikels
President
Chief Services & Security Solutions, Inc.
Cell: 864-395-8003
Tammy.Mikels@ChiefSecuritySolutions.com

From: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>
Sent: Monday, August 26, 2024 2:23 PM
To: Tammy Mikels <Tammy.Mikels@ChiefSecuritySolutions.com>
Subject: Security Follow Up

Hi Tammy,

It was very nice speaking with you on Friday regarding your security services. Here is the additional information you requested:

1. Armed officer would be needed
2. 7 days a week (Monday through Friday the hours would need to be 6am-6pm) Saturday/Sunday – less coverage
3. 1 officer would be needed

Please let me know if you have any other questions. I look forward to hearing from you regarding security options and pricing.

Thank you,
Carolyn

CAROLYN BENZON

General Counsel

✉ Carolyn.Benzon@ddsn.sc.gov



☎ 803-898-9284

📍 3440 Harden Street Ext, Columbia, SC 29203

🌐 www.ddsn.sc.gov



South Carolina
Department of Disabilities and Special Needs

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Rollins, Derek

From: Tammy Mikels <Tammy.Mikels@ChiefSecuritySolutions.com>
Sent: Tuesday, August 27, 2024 7:14 PM
To: Benzon, Carolyn
Subject: Re: Security Follow Up

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Carolyn,

I apologize for the delay; it's been a very busy day. I have your statement of work prepared, I just want to be clear on the Saturday and Sunday hours if you could provide the requested times for me, I would greatly appreciate it. We can always modify the times as needed and work with you.

Thank you so much,

Tammy Mikels
President
Chief Services & Security Solutions, Inc.
Cell: 864-395-8003
Tammy.Mikels@ChiefSecuritySolutions.com

From: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>
Sent: Monday, August 26, 2024 2:23 PM
To: Tammy Mikels <Tammy.Mikels@ChiefSecuritySolutions.com>
Subject: Security Follow Up

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1. Armed officer would be needed
2. 7 days a week (Monday through Friday the hours would need to be 6am-6pm) Saturday/Sunday – less coverage
3. 1 officer would be needed

Please let me know if you have any other questions. I look forward to hearing from you regarding security options and pricing.


Thank you,
Carolyn

CAROLYN BENZON

General Counsel

 Carolyn.Benzon@ddsn.sc.gov



 803-898-9284

 3440 Harden Street Ext, Columbia, SC 29203

 www.ddsn.sc.gov



South Carolina
Department of Disabilities and Special Needs

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CPO Exhibit F

Rollins, Derek

From: Benzon, Carolyn
Sent: Thursday, September 5, 2024 1:22 PM
To: Childs, Brittney
Subject: RE: Emergency Justification Form
Attachments: Justification for Emergency Security FINAL.pdf


Follow Up Flag: Follow up
Flag Status: Flagged

Please see attached. I am going to discuss this with Constance today.


Thank you,
Carolyn

CAROLYN BENZON

General Counsel

 Carolyn.Benzon@ddsn.sc.gov



 803-898-9284

 3440 Harden Street Ext, Columbia, SC 29203

 www.ddsn.sc.gov



South Carolina
Department of Disabilities and Special Needs

From: Childs, Brittney <Brittney.Childs@ddsn.sc.gov>
Sent: Thursday, September 5, 2024 11:40 AM
To: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>
Subject: Emergency Justification Form

Greetings Carolyn,


As discussed, EJ form is attached for needed detail of the Security Company change.

Thank you always,


BRITTNEY CHILDS
Procurement Director

 Brittney.Childs@ddsn.sc.gov



 803-898-9666

 8301 Farrow Rd , Columbia, SC 29203

 www.ddsn.sc.gov



South Carolina
Department of Disabilities and Special Needs

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**JUSTIFICATION FOR
EMERGENCY PROCUREMENT**

Agency: Department of Disabilities and Special Needs

Emergency Vendor: Chief Services & Security Solutions Inc.

Agency has contracted with or plans to contract with Emergency Vendor for the supplies, services, information technology, or construction described below per S.C. Code Ann. §11-35-1570 and S.C. Regulation 19-445.2110, Emergency Procurement.

Describe the nature of the emergency condition and the resulting immediate threat to public health, welfare, critical economy and efficiency, or safety that this procurement responded to:

The Department of Disabilities and Special Needs ("DDSN") is in need of on-site security services for its employees, building, and property. In recent past, DDSN has experienced multiple break-ins and other threats which have placed the building, property, and most significantly, DDSN employees at risk of immediate harm. On-site Description of the facts and circumstances giving rise to the above describe emergency condition and threat:

DDSN was obligated to terminate its contract with its on-site security due to the security company's failure to ensure security staff was present at DDSN during contracted times and its failure to secure the grounds when security staff was present. Overall, the terminated security company failed to provide security services.

Basis for Selection of the Vendor – include a description of competition Agency conducted or will conduct, if any, and explain why more extensive competition was/is not practical under the circumstances:

Vendor was selected from a list of security companies that already provide security services to other state agencies. Extensive competition was not practical due to DDSN needing immediate security services to protect DDSN's employees, building, and property.

Description of supplies, services, information technology, or construction:

On-site security services

Authorized Signature

Printed Name:

Click or tap here to enter text

Title: Click or tap here

Date: Click or tap here

Notes:

**Authorized signature is the agency head unless the agency head has delegated that authority.
Delegation of authority must be submitted to the Materials Management Officer in writing.**

Rollins, Derek

From: Childs, Brittney
Sent: Friday, October 11, 2024 2:41 PM
To: Benzon, Carolyn
Subject: FW: Emergency Justification Form
Attachments: Justification for Emergency Security FINAL.pdf

Greetings Caroyln,

Coming back to this - We spoke about this on our last meeting but never completed...will you please obtain Constance's signature for the Emergency Justification for Security?

Also as a thought, in addition to CFO...how would you feel about inquiring for yourself being a designated Signee for the agency (smile)... not only are you General Counsel, you are also an executive member, annnnd Procurement does report to Legal...three great supporting identifiers, just a thought. 😊

Thank You Always and Have a Wonderful Day,

BRITTNEY CHILDS

Procurement Director

✉ Brittney.Childs@ddsn.sc.gov 

☎ 803-898-9666

📍 3440 Harden Street Ext, Columbia, SC 29203

🌐 www.ddsn.sc.gov

 South Carolina
Department of Disabilities and Special Needs

From: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>
Sent: Thursday, September 5, 2024 1:22 PM
To: Childs, Brittney <Brittney.Childs@ddsn.sc.gov>
Subject: RE: Emergency Justification Form

Please see attached. I am going to discuss this with Constance today.

Thank you,
Carolyn

CAROLYN BENZON

General Counsel

✉ Carolyn.Benzon@ddsn.sc.gov 

☎ 803-898-9284

📍 3440 Harden Street Ext, Columbia, SC 29203

🌐 www.ddsn.sc.gov

 South Carolina
Department of Disabilities and Special Needs

From: Childs, Brittney <Brittney.Childs@ddsn.sc.gov>
Sent: Thursday, September 5, 2024 11:40 AM
To: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>
Subject: Emergency Justification Form

Greetings Carolyn,


As discussed, EJ form is attached for needed detail of the Security Company change.

Thank you always,

BRITTNEY CHILDS
Procurement Director

 Brittney.Childs@ddsn.sc.gov



 803-898-9666

 8301 Farrow Rd , Columbia, SC 29203

 www.ddsn.sc.gov



South Carolina
Department of Disabilities and Special Needs

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CPO Exhibit G

From: Benzon, Carolyn
Sent: Wednesday, August 28, 2024 12:16 PM
To: Swygert, Quincy;McBurney, Robert
Cc: Tharin, Andrew M
Subject: RE: Follow-Up on Contract and Change Order

Thank you for letting me know.

CAROLYN BENZON
General Counsel

 Carolyn.Benzon@ddsn.sc.gov 
 803-898-9284
 3440 Harden Street Ext, Columbia, SC 29203
 www.ddsn.sc.gov








From: Swygert, Quincy <Quincy.Swygert@ddsn.sc.gov>
Sent: Wednesday, August 28, 2024 12:13 PM
To: Benzon, Carolyn <Carolyn.Benzon@ddsn.sc.gov>; McBurney, Robert <robert.mcburney@ddsn.sc.gov>
Cc: Tharin, Andrew M <ATharin@ddsn.sc.gov>
Subject: FW: Follow-Up on Contract and Change Order

All,

I have been holding off responding to the requests from Chris Neptune as I know we are working on the letter. Just forwarding for awareness as I think Rob has been receiving some of the below calls as well.

Thank you,

QUINCY SWYGERT
Chief Financial Officer

 Quincy.Swygert@ddsn.sc.gov 
 803-898-9697
 3440 Harden St Ext, Columbia, SC 29203
 www.ddsn.sc.gov



From: Chris Neptune <neptune@sycuriongroup.com>
Sent: Wednesday, August 28, 2024 11:56 AM
To: Swygert, Quincy <Quincy.Swygert@ddsn.sc.gov>
Cc: Tharin, Andrew M <ATharin@ddsn.sc.gov>; McBurney, Robert <robert.mcburney@ddsn.sc.gov>
Subject: Follow-Up on Contract and Change Order

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To whom it may concern,

I hope this message finds you well. I wanted to follow up on a matter we've previously discussed. I was informed that I would be contacted by a certain date regarding the change order, but I have yet to receive a response, despite sending follow-up emails.

From the beginning of the contract, we were instructed to proceed at the agreed-upon rate with the understanding that a change order would eventually take place. However, we are now well past our annual date, and the situation remains unresolved.

It's also worth noting that no one has answered our calls or emails since we requested an increase, which is unfair, as we didn't encounter this issue before; we still have no idea who we are reporting to.

Could we please schedule a time for an update or conversation about this matter? Your attention to this is greatly appreciated.

Thank you for your prompt response.

Best regards,
C. Neptune
Chief Executive Officer
Sycurion Group
Formerly Neptune Protection
Security - Protection - Peace of Mind
Web: SycurionGroup.com
Office: 877-412-1172
Email: neptune@sycuriongroup.com

"Success is not final, failure is not fatal: It is the courage to continue that counts." - Winston Churchill



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Thank you for your cooperation

From: Chris Neptune <neptune@sycuriongroup.com>

Sent: Tuesday, August 6, 2024 10:06:42 AM

To: Swygert, Quincy <Quincy.Swygert@ddsn.sc.gov>

Cc: Tharin, Andrew M <ATharin@ddsn.sc.gov>; McBurney, Robert <robert.mcburney@ddsn.sc.gov>

Subject: Re: Request for Clarification and Support

Thank you for your response. I will wait to hear back from you.

Best regards,

C. Neptune

Chief Executive Officer

Sycurion Group

Formerly Neptune Protection

Security - Protection - Peace of Mind

Web: SycurionGroup.com

Office: 877-412-1172

Email: neptune@sycuriongroup.com

"Success is not final, failure is not fatal: It is the courage to continue that counts." - Winston Churchill



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Thank you for your cooperation

From: Swygert, Quincy <Quincy.Swygert@ddsn.sc.gov>

Sent: Tuesday, August 6, 2024 7:45:59 AM

To: Chris Neptune <neptune@sycuriongroup.com>

Cc: Tharin, Andrew M <ATharin@ddsn.sc.gov>; McBurney, Robert <robert.mcburney@ddsn.sc.gov>

Subject: RE: Request for Clarification and Support

Mr. Neptune,

I was able to find your proposal in Valerie's email dated June 17th (attached) but was not able to find any formal approvals. I will review your request from the current rate of \$26.47 to \$30.24 with executive leadership as well as the commissions finance and audit committee chairman. Unfortunately, this must go through several hoops to be approved. DDSN is Governed by a 7-member commission appointed by the Governor with the advice and consent of the Senate. Most contract increases must be presented and subsequently approved by our commission before they can be considered approved or go into effect. As I said before I did not see any formal responses from Valerie approving this proposal and I reviewed past commission meeting agendas and did not see this contract listed as an agenda item. DDSN's next commission meeting is scheduled for August 15th, and I will be presenting the agencies FY25 Spending Plan which contains all the agency's contracts for FY25. Your contract is on the list to review; however, it was currently estimated at the \$26.47 rate. I will speak to the Agency Director and provide feedback as soon as possible on whether the contract estimate will be changed to the \$30.24 rate.


Unfortunately, this week has been non-stop phone calls with SCEMD preparing for Hurricane/Tropical Storm Debbie as our agency operates five regional nursing facilities, some which are in the path of the storm. If you don't hear from me by COB next Tuesday 8/13, please contact me directly at 898-9697 and I will update you on the latest contract information that will be presented to the commission. Any subsequent change orders submitted to state procurement would have to occur after the commission's approval.

Respectfully,


QUINCY SWYGERT

Chief Financial Officer

 Quincy.Swygert@ddsn.sc.gov

 803-898-9697

 3440 Harden St Ext, Columbia, SC 29203

 www.ddsn.sc.gov



From: Chris Neptune <neptune@sycuriongroup.com>
Sent: Monday, August 5, 2024 4:14 PM
To: Swygert, Quincy <Quincy.Swygert@ddsn.sc.gov>
Subject: Request for Clarification and Support

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Quincy,

My name is Chris, and I am the supervisor for the guards at DDSN. I understand that Valarie is no longer with the company. Prior to her departure, we were in the middle of a price increase request. This request was approved in discussions with Valarie before she left and several times before.

Since Valarie's departure, our simple requests have not been met, and we've been shuffled around with little to no support in addressing our needs. We were informed that you are now overseeing her caseload.

Could we schedule a call to clarify several matters, including identifying our current point of contact? My personal cell is 754-270-9705

Thank you for your time and assistance.

Best regards,
C. Neptune
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"Success is not final, failure is not fatal: It is the courage to continue that counts." - Winston Churchill

