THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM BEAUFORT COUNTY
Judge Marvin Dukes – Master In Equity

Appellate Case No. 2018-002170

Steven Craig Molloy and Island Group, Inc.
d/b/a Carolina Cleaning — Appellant

of which Steven Craig Molloy is the — (Plaintiffs)

VS.

Beaufort County Government,
Gary Kubic, Individually, and as Beaufort County Administrator;
Josh Gruber, Individually and as former Beaufort County In-House Attorney;
Bryan Hill, Individually and as former Beaufort County Deputy Administrator;
Shannon Loper, Individually and as employee of the Beaufort County Parks and Leisure;
Stu Rodman, as Finance Chair of Beaufort County Council;
Dave Thomas, as Procurement Director Beaufort County, SC.
Beaufort County Disabilities and Special Needs; Beaufort County DSN Board

Respondents (Defendants)

3/12, 2020

S. Craig Molloy
Pro Se' Appellant

RECEIVED
MAR 16 2020
SC Court of Appeals

Respondents Attorney's
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SUPPLEMENT to APPELLANTS RECORD on APPEAL

Statement of the Case – Factual Background

1. This lawsuit involves a 2010 contract awarded to the Plaintiff (Carolina Cleaning) by the Defendants (Beaufort County) and the Defendants subsequent dismantling and removal of substancial parts of the contract where the Defendants no regard to their requirement of "good faith, fair and equitable dealing" included and required in every contract in South Carolina, including Beaufort County. Internal County emails from 2012 reveal Defendants pre-planning a scheme rig and price fix bids, dismantle an already awarded Contract to the Plaintiff and circumvent protests from the Plaintiff and acknowledging Their scheme with "warnings" and to "be careful" to others copied.

   The Plaintiffs and their 25 year SC company, its shareholders and his family have been harmed by Actions of the Defendants.

2. Evidence shows the defendants used fraud and deceit by conspiring to award a separate contract in 2012 to the Beaufort County DSN (Disabilities) program and Board.

   The Appellant later discovered the Defendants violated statutory requirements and took control of the BC-DSN program and Board, without authority and confirmed by the SC Governor and the SCAG's office.

3. ALL Defendants have refused to show for ALL pre-scheduled depositions, refused ALL explanations of their actions and refused to explain their own written documents and emails. The Defendants continue to contradict one another in their Sworn Affidavits, in public televised reports, dozens of their own statements and documents including contradicting their Attorneys' arguments in Lower Court hearings.

4. The Defendants contradict their Sworn Affidavits when compared to the SC Legislative Oversight Committee Reports from "Chairman" who is also "first cousin to Lower Court Judge" regarding the setup, arrangement, management and operations and funding for the DSN programs and Boards that must remain without conflict.

5. Nonetheless and to top of the list of conflicts by the Defendants is the fact the SC, Legislative Oversight Committee Chairman and (first cousin to the lower court Judge) is the same Person who in 2011, as Chairman of Beaufort County Council signed the 2011 Ordinance removing the Governor's oversight of the DSN program and Board to "out of compliance status" and later the same person in 2017 Legislative Oversight Committee review and official report lists the DSN programs and Boards "in compliance".

6. **The Lower Court Judge erred in not recusing himself from this matter, after it became known his first cousin became a part of this matter and Plaintiff requested twice with no answer.**

7. **Material facts exist** in this matter, the Defendants 2012 inter office emails show the Defendants discuss, plan and arrange bid rigging and price fixing to award contracts in 2012 to BC-DSN program and Board where Defendants acknowledge pre-planning the interruption of the 2010 (separate) contract already awarded to the Plaintiff's company.

8. The Lower Court erred in awarding summary judgement to the Defendants and could not have taken into account all of the documents that show **material facts exist in this case.** Based on the facts the Defendants should have never been awarded Summary Judgement.

9. Evidence shows the Lower Court erred awarding summary Judgement to the defendants on the basis of **"time barred"**, is an impossibility.

10. The Defendants "inter-office emails" in 2012 (not privy to the Plaintiff) at the time show Defendants conversations to price fix, bid rig and conspiring to arrange thorugh

Secret planning meetings with the DSN program and Board, Director Wagner (a bidder) Defendants, change the required specifications of a contract only for "one bidder" The DSN program and Board; the Defendants own words to "change the Specifications" in order to "lower the price"; to win the bid.

11. In the same 2012 emails Defendants conspire in secret planning meetings to dismantle the 2010 Contract awarded to the Plaintiff's company, Carolina Cleaning, while no considerations to Plaintiff to "match or beat" other pricing received, nor offer 30 day exits.

12. The 2012 emails show Defendants acknowledge **"circumventing a protest"** by the Plaintiff Specifically, and confirm their pre-planning of awards of contracts by favor to DSN only, including specific quotes as **"warnings to all"** and to be **"careful"** to each other.

13. ALL copied on the Defendants 2012 emails hold positions within Beaufort County and the DSN programs and Board would know these actions to be against good faith and fair dealing and The pre-planned element of this would be fraudulent.

14 The Defendants 2012 emails were not gained or seen by Plaintiff until September, 2015 (this suit filed August 22, 2016 within the two year statute) Only after receipt and comparison To the other factual evidence could the Plaintiff know a legal remedy existed.

14. Once a legal remedy was known in September, 2015 Plaintiff contacted County Administrator, Gary Kubic to advise him of the facts and findings of the County's scheme and a clear legal remedy existed, giving Kubic an opportunity to provide / offer remedy, Kubic, offered no remedy.

15. The Defendants continue to waste the Courts, Taxpayers, Plaintiff time and money To distract the Courts with spin that the Plaintiff is an "upset contractor" for not being awarded a 2014 contract - this is categorically untrue.

16. This matter has nothing to do with a 2014 RFP and contract not awarded to the Plaintiff.

17. Defendants attempt to distract from their own 2012 inter office emails and have never been called to address or explain.

18. This matter can be ended relatively quickly if a Court were to compel and demand depositions of the defendants. The Defendants should be required to answer for their inter office emails and following actions.

19. The Lower Court erred in not ordering / compelling Depositions or responding on Plaintiff's compel order for depositions, which is a requirement of Summary Judgement.

20. The Defendants have avoided ALL questions and provided No explanation to their actions, including the host of documents where they summarize their plans and use deceit and fraud to take over a DSN program and Board without authority and then to rig and price fix bids to award to a "DSN program and Board".

21. After the 2012 award to DSN, Beaufort County removed at random and over time significant areas of the 2010 contracted work already awarded to Plaintiff only to give the removed work to the unknown, DSN program and Board, while offering No considerations or proper exit time line to Plaintiff.

22. The 2012 inter office emails between Beaufort County Procurement Director, Thomas and other County employees involved and DSN Director, Wagner Board show pre-planning element to this suit adding fraud to the claims.

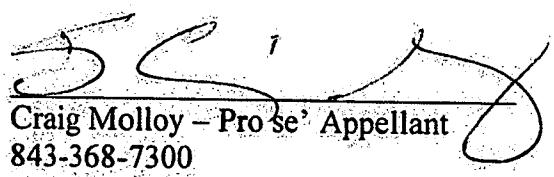
23. Defendants refused to show for scheduled Depositions as required and Lower Court erred in not ruling to compel the Defendants Depositions.

24. The Plaintiff, Craig Molloy representing all of the Shareholders of corporation; Island Group Inc. / dba Carolina Cleaning that suffered losses request the court to protect their right to add additional information that may serve the Court to show the Summary Judgement was awarded in error.

25. The Plaintiff prays the Appeals Court recognize the facts of this case and provide due process and Justice to:

a.) Overturn the Summary Judgement and require Defendants be deposed immediately, OR
b.) Award Judgement to Plaintiff.

26. The Plaintiff reminds the Appeals Court after many public statements by Defendants Contradicting their sworn Affidavits and negatively affecting the Defendants posture and in this suit, Beaufort County Executives and Beaufort County Attorney requested of Plaintiff a settlement and demand which has been obliged, Plaintiff is awaiting response.



3/12/20

Craig Molloy – Pro se' Appellant
843-368-7300
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SUPPLEMENT to APPELLANTS RECORD on APPEAL

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STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF Beaufort)

Steven Craig Molloy)
Plaintiff(s)) CIVIL ACTION COVERSHEET

vs.) 2016 -CP- 07 01825

Beaufort County, et al)
Defendant(s))

Submitted By: Lauren Markel SC Bar #: 65125
Address: 2 Corpus Christi Telephone #: 8433985831
Suite 200 Professional Bldg Fax #:
Hilton Head, SC 29928 Other:
E-mail: markellaw@bellsouth.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply*)

***If Action is Judgment/Settlement do not complete*

- [X] **JURY TRIAL** demanded in complaint. [ ] **NON-JURY TRIAL** demanded in complaint.
- [ ] This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- [ ] This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- [ ] This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (*Check One Box Below*)

Contracts
- [ ] Constructions (100)
- [ ] Debt Collection (110)
- [ ] General (130)
- [X] Breach of Contract (140)
- [X] Fraud/Bad Faith (150)
- [ ] Failure to Deliver/ Warranty (160)
- [ ] Employment Discrim (170)
- [ ] Employment (180)
- [X] Other (199) Collateral related to Contract Procurement.

Torts - Professional Malpractice
- [ ] Dental Malpractice (200)
- [ ] Legal Malpractice (210)
- [ ] Medical Malpractice (220)

Previous Notice of Intent Case # 20____-NI-____-_____
- [ ] Notice/ File Med Mal (230)
- [ ] Other (299) _____

Torts – Personal Injury
- [ ] Conversion (310)
- [ ] Motor Vehicle Accident (320)
- [ ] Premises Liability (330)
- [ ] Products Liability (340)
- [ ] Personal Injury (350)
- [ ] Wrongful Death (360)
- [ ] Assault/Battery (370)
- [ ] Slander/Libel (380)
- [ ] Other (399) _____

Real Property
- [ ] Claim & Delivery (400)
- [ ] Condemnation (410)
- [ ] Foreclosure (420)
- [ ] Mechanic's Lien (430)
- [ ] Partition (440)
- [ ] Possession (450)
- [ ] Building Code Violation (460)
- [ ] Other (499) _____

Inmate Petitions
- [ ] PCR (500)
- [ ] Mandamus (520)
- [ ] Habeas Corpus (530)
- [ ] Other (599) _____

Administrative Law/Relief
- [ ] Reinstate Drv. License (800)
- [ ] Judicial Review (810)
- [ ] Relief (820)
- [ ] Permanent Injunction (830)
- [ ] Forfeiture-Petition (840)
- [ ] Forfeiture—Consent Order (850)
- [ ] Other (899) _____

Judgments/Settlements
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- [ ] Foreign Judgment (710)
- [ ] Magistrate's Judgment (720)
- [ ] Minor Settlement (730)
- [ ] Transcript Judgment (740)
- [ ] Lis Pendens (750)
- [ ] Transfer of Structured Settlement Payment Rights Application (760)
- [ ] Confession of Judgment (770)
- [ ] Petition for Workers Compensation Settlement Approval (780)
- [ ] Other (799) _____

Appeals
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- [ ] Magistrate-Civil (910)
- [ ] Magistrate-Criminal (920)
- [X] Municipal (930)
- [ ] Probate Court (940)
- [ ] SCDOT (950)
- [ ] Worker's Comp (960)
- [ ] Zoning Board (970)
- [ ] Public Service Comm. (990)
- [ ] Employment Security Comm (991)
- [ ] Other (999) _____

Special/Complex /Other
- [ ] Environmental (600)
- [ ] Automobile Arb. (610)
- [ ] Medical (620)
- [ ] Other (699) _____
- [ ] Sexual Predator (510)
- [ ] Permanent Restraining Order (680)
- [ ] Pharmaceuticals (630)
- [ ] Unfair Trade Practices (640)
- [ ] Out-of State Depositions (650)
- [ ] Motion to Quash Subpoena in an Out-of-County Action (660)
- [ ] Pre-Suit Discovery (670)

Submitting Party Signature: [signature] **Date:** 8/22/16

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

   a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

   b. Requests for temporary relief;

   c. Appeals

   d. Post Conviction relief matters;

   e. Contempt of Court proceedings;

   f. Forfeiture proceedings brought by governmental entities;

   g. Mortgage foreclosures; and

   h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FOURTEENTH JUDICIAL CIRCUIT**
COUNTY OF BEAUFORT	)	**CIVIL CASE NO.: 2016-CP-07-** 01825
Steven Craig Molloy, Jack Wayne Molloy and Island Group, Inc. dba Carolina Cleaning,	)	
Plaintiffs,	)	
vs.	)	**SUMMONS**
Beaufort County; Gary Kubic, Individually, and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; AND Shannon Loper, Individually, and as an employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council;	)	
Defendants.	)	

TO: THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscriber at the Law Office of Lauren L. Martel, Post Office Box 23101, Hilton Head Island, South Carolina 29925, within thirty (30) days after service hereof, exclusive of the date of service; and **IF YOU FAIL TO ANSWER THE COMPLAINT WITHIN THE TIME AFORESAID, THE PLAINTIFF IN THIS ACTION WILL APPLY TO THE COURT FOR A JUDGMENT BY DEFAULT FOR THE RELIEF DEMANDED IN THIS COMPLAINT.**

Respectfully Submitted:

Lauren L. Martel, Esquire
P.O. Box 23101
Hilton Head Island, S.C. 29925
(843) 298-3831

This 20, August, 2016

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IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Steven Craig Molloy and Island Group, Inc. dba Carolina Cleaning,	**CIVIL CASE NO.: 2016-CP-07-** 01825
Plaintiffs,	
vs.	**VERIFIED COMPLAINT (Jury Trial Demanded)**
Beaufort County; Gary Kubic, Individually, and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; AND Shannon Loper, Individually, and as employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council;	
Defendants.	

TO: THE ABOVE-NAMED DEFENDANTS:

The Plaintiffs complaining of the above-named Defendants respectfully allege as follows:

PARTIES AND JURISDICTION

1. The Island Group, Inc. is a corporation organized and operating under the laws of the State of South Carolina. Further, it has been conducting business in the commercial cleaning and janitorial business, under the name of Carolina Cleaning, for a wide array of Beaufort County

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customers, including, but not limited to, local governments such as Beaufort County and other municipalities.

2. The Plaintiff, Steven Craig Molloy, is a resident and citizen of Beaufort County, South Carolina, residing in Hilton Head Island, South Carolina. Plaintiff, Steven Craig Molloy, is the owner of the Island Group, Inc., d/b/a Carolina Cleaning. The Plaintiff is informed and believes the retaliation against him and his company occurred shortly after he refused to participate and financially exploit the disabled, special needs people in the care of Beaufort County. Plaintiff was initially approached by the Beaufort County and Beaufort Department of Special Needs (BCDSN) to participate in a unilateral scheme they created. The Plaintiff is informed that this was program they created did not seem to be properly organized, planed or transparent. It appeared to the Plaintiff as "*a way Beaufort County would make money*" off the disabled adults in the County programs. As explained to the Plaintiff these disabled adults would be paid sub-minimum wage, at times only $1.00 -$3.00 hourly. The County facilities involved in this proposed enterprise had been previously closed or the County had been paying professional cleaning companies to service. The County represented to Plaintiff they would make three dollars to every one dollar spent in reimbursements from Federal Medicaid and State funds. See Exhibit Sheet attached hereto and incorporated herein. It appeared to the Plaintiff to be illegal and he indicated to BCDSN and senior administration officials he was not comfortable participating in this venture.

4. The Defendant, Beaufort County, is a governmental subdivision of the State of South Carolina, with its principal offices located in Beaufort County, South Carolina. The Plaintiff reserves the right to add additional parties to this litigation.

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5. The Defendant, Gary Kubic, is, and was at all times relevant to this action as the County Administrator for Beaufort County. He is named in this lawsuit both in his capacity as the Beaufort County Administrator and individually under the South Carolina Tort Act. Upon information and belief, Defendant Kubic resides in Beaufort County, South Carolina. All Causes of Action, but not limited to those set out in this Complaint, are pled against Defendant Kubic.

6. The Defendant, Joshua Gruber, though presently serving as Beaufort County Deputy Administrator was at all times relevant to this action as the Attorney for Beaufort County. Defendant Gruber is named in this lawsuit in his capacity as the County Attorney and individually under the South Carolina Tort Claim Act pled in this Complaint. Upon information and belief, Defendant Gruber resides in Beaufort County, South Carolina. All Causes of Action, but not limited to those set out in this Complaint, are pled against Defendant Gruber.

7. The Defendant, Bryan Hill, was at all times relevant to this action as the (then) Beaufort County Deputy Administrator. Byran Hill is being named in his capacity as the Deputy administrator of the Beaufort County during the time the damage was caused to the Plaintiffs and he is being named individually as well under the South Carolina Tort Claims act pled herein. Upon information and belief, Defendant Bryan Hill resided in Beaufort during the time the injury to Plaintiff took place. He lives out of state presently, upon information and belief. All Causes of Action, but not limited to those set out in this Complaint, are pled against Defendant HIll.

8. The Defendant, Shannon Loper, was at all times relevant to this action as a PALS Fiscal Technical III employee, agent, and/or an otherwise individual employed by Defendant of Beaufort County. Defendant Loper is being named in her official capacity and individually under the SC Tort Claim act pled herein. Upon information and belief, Defendant Loper, resides

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in Beaufort County, South Carolina. All Causes of Action, but not limited to those set out in this Complaint, are pled against Defendant Loper.

9. The Defendant, Stu Rodman, is a member of Beaufort County Council, the entity that votes on and approves all the bids referenced herein and decisions relevant to BCDSN, who is named herein as the (then) Chairman of the Beaufort County Finance Committee.

10. The other county representatives referenced in this Complaint are named as operating in their capacity as elected or appointed officials of Beaufort County. If in Discovery information reveals any other representatives named should fall under the South Carolina Tort Claims Act, the Plaintiffs reserve their right to amend the Complaint accordingly. The events giving rise to this action occurred in Beaufort County, South Carolina; that each Defendant and Carolina Cleaning had substantial connections to Beaufort County; and that subject matter and personal jurisdiction is proper.

INJURY, CAUSATION, DAMAGE, REMEDY

11. Carolina Cleaning has been doing business in Beaufort County since 1993. Their business successfully employed over 120 people at its height, due to their reputation for providing well-priced, competitive, and reliable services in a competent and timely manner.

12. The success of Carolina Cleaning led to a series of contracts between Plaintiffs and Beaufort County over an eighteen (18) year period. In fact, the company became so successful they received a purchase offer of $900,000.00 in 2011, at the apex of its success and with a newly executed contractual agreement with Beaufort County. Carolina Cleaning also had other contracts, which based on the actions, interference and manipulation by the Defendants disrupted Carolina Cleaning in the community, causing the business to suffer losses, damages and harm. The end result of the Defendants actions is the business is no longer operational and is basically

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without value. The manner in which the contracts were renewed and entered into spanned almost two decades and was based on a reliance and pattern of pricing and renewal. This pattern of renewal was in five-year increments. It was a benefit for both the Plaintiff and the Defendants to have transparency in negotiation of pricing and service in good faith. The Plaintiff had the right to rely on this pattern of contracts and the contract that is at issue of this lawsuit.

13. The Contract(s) with Beaufort County through the years were entered in good faith, and fair dealings with the expectation they would be honored and Island Group paid in a timely manner for services rendered. The County continued to add more buildings, facilities and contracted work for Island Group and expressed extreme satisfaction with the contracted performance by the Plaintiff. The renewal and expansion of these contracts became a regular pattern, with renewals that included five-year long periods for anticipated pricing expectations and services. The Plaintiffs relied on these contracts and the income stream negotiated by and between the parties to take care of its daily business.

14. The Island Group was considered so trustworthy and competent the County further awarded them contracts to clean sensitive county facilities, including the Sheriffs DNA Lab, the SWAT Team enclave, County treasurer's office, SCDSS state drug offices and other high level, restricted facilities.

15. It is the 2010 contract executed October 25, 2010 the Defendants breached, methodically and arbitrarily dismantled over time, and which gave rise to the causes of action in this Complaint. The actions and omissions of the Defendants caused actual, collateral and future damage to the Plaintiff and interfered with all of the Plaintiff's contracts and their ability to fulfill those contracts. These causes of action apply individually to the Defendants named as well as to the County governmental entity. The cause of action of unfair trade practices applies

to the Individual Defendants.

The LEGAL CAUSES OF ACTION AND REMEDY

16. SC Tort Claims Act

a. The Plaintiff is informed and believes that the SC Tort Claims Act applies to the actions of the Defendants based on their acts and omissions and engaged in during this time period and continuing to damage the Plaintiff.

SECTION 15-78-70. Liability for act of government employee; requirement that agency or political subdivision be named party defendant; effect of judgment or settlement.

(a) This chapter constitutes the exclusive remedy for any tort committed by an employee of a governmental entity.
(b) Nothing in this chapter may be construed to give an employee of a governmental entity immunity from suit and liability if it is proved that the employee's conduct was not within the scope of his official duties or that it constituted actual fraud, actual malice, intent to harm, or a crime involving moral turpitude.

17. The Plaintiff is informed and believes that the Defendants willfully and intentionally and with malice Breached of Contract and continued to breach the contract and used confidential information and colluded and conspired to use his confidential information and cause harm and damage the Plaintiff. There was a Contract, the Plaintiff had the right to rely on the Contract, it was dismantled, behind closed doors, under multiple acts of collusion by the Defendants, or persons named below in the Complaint without any consideration or due process or transparency to the Plaintiff.

18. The Plaintiff is informed and believes a Fraud and Misrepresentation occurred by the acts and omissions of the Defendants and named county representatives herein.

Fraud/Misrepresentation

a. a representation(s) was/were made;
b. It was false
c. It was material
d. Defendants' knew of falsity
e. Defendants' intended that representation be acted on;
f. Plaintiffs 'were ignorant of falsity
g. Plaintiffs' reliance
h. Plaintiffs' right to rely thereon;
i. Plaintiffs' consequent and proximate injury;

19. The Plaintiff is informed and believes that a Tortious Interference with Contract Rights occurred. He requests to recover all damages for intentional interference with prospective contractual relations and actual contractual relations. The plaintiff is informed and believes that : (1) that the defendant intentionally interfered with the plaintiff's potential and actual contractual

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relations; (2) for an improper purpose or by improper methods; and (3) which causes injury to the plaintiff. The Plaintiff is informed and believes that elements of recoverable damages include the pecuniary loss of the benefits of the contract or prospective contract, consequential losses for which the interference is the legal cause, lost profits, and loss of business good will. South Carolina is among the majority of jurisdictions that have recognized tort liability for intentional interference with a person's economic relationship with a third party. Tort liability is imposed for intentional interference with the performance of an existing contract or the formation of a prospective one.

20. The Plaintiff is informed and believes that Interference with contractual relations was intentional, willful, and premeditated and that interference to be actionable. A claim of intentional interference with contract can be based on interference with a contract terminable at will. The elements necessary to establish the tort of intentional interference with an existing contract are: (1) a contract; (2) the defendant's knowledge thereof; (3) the defendant's intentional procurement of its breach; (4) the absence of justification; and (5) damages resulting therefrom.

21. The Plaintiff is informed and believes the Defendants acted in RETALIATION to him. He refused to break the law, refused to participate in the Beaufort County's questionable unlawful acts. Because he refused they intentionally set out to breach the contract with Plaintiffs causing significant damage to the Plaintiffs. In addition to damaging the Plaintiffs it caused him to go out of business and 60 people lost their jobs as a result of Beaufort County's acts. Beaufort County's acts caused significant additional taxpayer monies while breaching a contract with Plaintiffs.

Unjust Enrichment and Breach of *Section 2-532 Reporting Anti-competitive Practices*"

22. The Plaintiff is informed and believes that the Defendants were unjustly enrichment by their willful breach, misrepresentation, manipulation of bids, and other acts and omissions and that they gained unfairly from the manner in which they breached the contract and treated the Plaintiff. In general, a court will consider the following questions when proving unjust enrichment:

The Plaintiff is informed the defendant enriched by the activity of the plaintiff;
The enrichment occurs at the expense of the plaintiff;
The enrichment unfair or unjust;
There are no defenses available to the defendant;
The Plaintiff wants full damages, to include actual collateral and future from Defendants.

23. UNFAIR TRADE PRACTICES as to Individuals named as Defendants in this action.

The Plaintiff is informed and believes that the individual named Defendants are in violation of the South Carolina Unfair Trade Practices Act, SC. Code 39-5-10 and 39-5-140.

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Plaintiffs are informed that they have suffered actual damages in an amount of no less than set out below in the damages portion of this Complaint. Plaintiffs are informed and believes that together with treble damages and interest and attorney fees as a result of the unfair and deceptive acts of the Plaintiffs. Plaintiffs are informed and believes that these unfair acts affect the public. Therefore, the people of the state of South Carolina rather than just Plaintiffs may be at risk for unfair increases in tax money being used in a manner that is not in accordance with the duty of office. Evidence of these acts and omissions are set out as partial exhibits incorporated herein and the below paragraphs as background of the chain of events or representations made.

The Defendants were the "Seller" and Purchaser" and contracting in house for these services. This had no transparency and is in violation of SCDDSN employment services standards found in the SCDDSN rules and regulations.

The Plaintiff is informed and believes the Defendants participated in the following exploitation of Special needs and disable people including making it mandatory for some of the special needs people participate in "cleaning enclaves" and making it mandatory regardless of their skill set or preference in vocation.

SECTION 43-35-10. Definitions.

(1) "Abuse" means physical abuse or psychological abuse.

(2) "Caregiver" means a person who provides care to a vulnerable adult, with or without compensation, on a temporary or permanent or full or part-time basis and includes, but is not limited to, a relative, household member, day care personnel, adult foster home sponsor, and personnel of a public or private institution or facility.

(3) "Exploitation" means:

(a) causing or requiring a vulnerable adult to engage in activity or labor which is improper, unlawful, or against the reasonable and rational wishes of the vulnerable adult. Exploitation does not include requiring a vulnerable adult to participate in an activity or labor which is a part of a written plan of care or which is prescribed or authorized by a licensed physician attending the patient;

(b) an improper, unlawful, or unauthorized use of the funds, assets, property, power of attorney, guardianship, or conservatorship of a vulnerable adult by a person for the profit or advantage of

that person or another person; or

(c) causing a vulnerable adult to purchase goods or services for the profit or advantage of the seller or another person through: (i) undue influence, (ii) harassment, (iii) duress, (iv) force, (v) coercion, or (vi) swindling by overreaching, cheating, or defrauding the vulnerable adult through cunning arts or devices that delude the vulnerable adult and cause him to lose money or other property.

(4) "Facility" means a nursing care facility, community residential care facility, a psychiatric hospital, or any residential program operated or contracted for operation by the Department of Mental Health or the Department of Disabilities and Special Need

23. By way of identification of the named Defendants /or below referenced "County Representatives" that made representations or took action on behalf of Beaufort County or acted outside their office to the Plaintiffs and /or operating on behalf of "Beaufort County" and the taxpaying constituents are the following named representatives:

A. **Stuart Rodman – Beaufort County Councilman**

Rodman has been the County Councilman, for District 11 and is presently in his third term of office. He was the Chairman of the Finance Committee during the period the Plaintiff's contract was being breached, subverted and interfered with to the detriment of the Plaintiff without meaningful consideration or disclosure. As Chairman, and upon review of the August 13, 2012 memorandum, Rodman should have called an immediate halt to the meeting and requested County Council meet to deal with their emergent employee problem, that being Gary Kubic, along with Kubic's employees who were clearly and obviously manipulating the procurement system. Rodman had a fiduciary responsibility pursuant to the County Procurement Ordinance to report the suspected wrongdoing to the Attorney General; and, given the indication of Exploitation of Vulnerable Adults Rodman had a further duty pursuant to State Law, which mandates

reporting of the suspected exploitation to SLED, as well as the Attorney General's office for Medicaid Fraud.

B. **Gary Kubic – County Administrator**

Kubic had a duty to know of BCDSN/PALS apparent contract rigging scheme, beginning with the coercion by employees of the County Purchasing Department of the Plaintiff's 2010 contract They unilaterally reduced said contract by 10% and withholding pay until Plaintiff signed a letter prepared by Beaufort County, This unilateral beach allowed for no new consideration. The withholding of all payments from the initial breach of the contract forced the Plaintiff to contact senior county administration both before and after August 12, 2013 for assistance in (initially) dealing with Richard Hineline (County Contract Specialist/Purchasing). According to meetings between the Plaintiff, Kubic, Dave Thomas, Alicia Holland and others, Kubic extolled the virtue of the "*profits*" made by billing the State DDSN for three (3) times the amount of their invoices. Further and by Kubic's initials on the August 13, 2012 document he demonstrated an obvious preference toward BCDSN/PALS being awarded these illegal contracts.

However, as the County Administrator Kubic was responsible for the conduct of the employees who served under him; further, he knew or should have known and had a duty to know the laws under which the County must conduct its procurement processes. In addition, Kubic was instrumental, along with Joshua Gruber, Bryan Hill and others, in the intimidation and retaliation against the Plaintiff, to include the cover up of an alleged assault by Hill and the release of the Plaintiff's confidential information to third parties. including information with state agencies. Also, by causing this damage to the Plaintiff the taxpayers now bear the additional costs, based on the series of unfortunate acts that

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occurred thereafter and appear to be continuing to occur with BCDSN. He acted outside the scope of his office and so grossly, recklessly and intentionally with retaliation to cause damage. Which is why he is being sued individually. Honoring the original contract would have saved Beaufort County money and would have provided the services necessary for commercial cleaning.

C. The Plaintiffs are informed and believe Joshua Gruber was the Beaufort County Attorney at time of Plaintiff's 2010 –five year renewal contract. Plaintiff is informed and believes Gruber has responsibility for the breach of contract, fraud, intimidation, retaliation and other causes of action set out herein both as a County representative and individually. Gruber failed the County repeatedly, the taxpayers and the Plaintiff. He acted outside the scope of his office and so grossly, recklessly and intentionally with retaliation to cause damage. Which is why he is being sued individually, including the unfair trade practices. First, when accusations of coercion were raised by the Plaintiff to Gruber; then at the August 20, 2012 Finance Committee meeting, when the document package containing the August 13, 2012 memorandum was presented to the committee, and finally, when county employees, to include Gruber, directed and participated in the intimidation and retaliation against the Plaintiff, to include Gruber's role in covering up the alleged assault by Hill and sharing confidential information about the Plaintiff with third parties. Gruber was the County attorney at that time and still is employed with Beaufort County. It is the purview of the county attorney(s) to review contracts and agreements to assess if there is anything untoward that may put the County in an unfavorable and/or untenable legal position that may violate State and/or Federal laws. Given Gruber's position and having full and complete access to the August 20, 2012

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document package and August 13, 2012 memorandum, Gruber should have immediately interceded pursuant to County ordinance "*Section 2-532 Reporting Anti-competitive Practices*" and called for an emergency session of County Council to inform them of this illegal bid rigging scheme, and reported the employees responsible, to include county officials Kubic and Hill, to the appropriate authorities. Instead, Gruber apparently approved the scheme and then participated in the harassment, retaliation and cover up of an assault involving Hill and a member of the Plaintiff's family. Gruber also blocked the Plaintiff's access to FOIA documents and made a conscious decision to communicate to Beaufort County employees via their personal email addresses to circumvent future inquiries. In addition Gruber and others shared confidential information about the Plaintiff with unauthorized third parties and state agencies. Also, by causing this damage to the Plaintiff the taxpayers must bear the additional costs, based on the series of unfortunate acts that occurred thereafter with BCDSN. Honoring the original contract would have saved Beaufort County money and would have provided the services necessary for commercial cleaning. The provider agency is precluded from being the "seller" and the Purchaser". They could not contract with another department.

D. The Plaintiff is informed and believes that Mizi Wagner was the DSN Executive Director at the time the Plaintiffs contract was being interfered and breached in a tortious interference with contractual relations and other named causes of action. Wagner was responsible for directing the DSN mission, pursuant to state and federal rules and regulations. As the Executive Director, she was considered the expert on all programs within the local DSN purview, to include the rules and regulations for supported employment, to include compliance with all State and Federal laws, to include 14C

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compliance for disabled consumers. Plaintiff is informed it was Wagner's responsibility to lead the department in all matters pertaining to fiscal policies, including but not limited to knowledge of the County's procurement process. Also by causing the Plaintiff damage it has costs more tax money to the taxpayers based on the series of unfortunate acts that occurred thereafter with DSN. Honoring the original Contract would have saved Beaufort County money and would have provided the services needed for commercial cleaning.

E. Plaintiff is informed and believes that Bill Love – (Former) DSN Assistant Executive Director, (now Current Executive Director) Love was responsible for compliance with all policies and procedures related to the DSN programs and, according to the provisions of the position, take a leadership role in the fiscal management of agency revenue and expenses providing the Executive Director updates and shared decision making on fiscal issues. Further, be conversant in all state and federal rules and regulations regarding County procurement ordinances and State and Federal requirements for supported employment and the submission of documentation of same to the Department of Labor's Compliance Division for 14C worker programs. Also by causing the Plaintiff damage it has costs more tax money to the taxpayers based on the series of unfortunate acts that occurred thereafter with DSN. Honoring the original Contract would have saved Beaufort County money and would have provided the services needed for commercial cleaning.

F. The Plaintiff is informed and believes that Shannon Loper – PALS Fiscal Technical III Loper's position in PALS precluded any role in DSN's supported employment

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program. Plaintiff is informed and believes that Loper used confidential bidding information to subvert his contract and used personal relationships and personal emails to interfere with his contract and cause him damage and harm. She interfered with third parties and an investigation. He is informed she operated outside her official capacity to interfere with his contract and damage and harm to Plaintiffs. Also, by causing the Plaintiff damage it has costs more tax money to the taxpayers based on the series of unfortunate acts that occurred thereafter with DSN. Honoring the original Contract would have saved Beaufort County money and would have provided the services needed for commercial cleaning.

J. Mark Roseneau – As Director, Facility Management. Roseneau was directly involved in almost every salient conversation; meeting and/or email referencing the alleged rigged bids, as well as the coercion of Plaintiff of Island Group's 2010 contract. He was the Contract overseer and as such he made certain representation to the Plaintiff that he had the right to rely upon and he did so to his detriment. The Plaintiff is informed that this Defendant knew the representations he was making were not true but continued to make representations anyway. As early as August 2011 Roseneau was implored by the (then) contracted vendor, Carolina Cleaning, to intercede when they alleged their company was being coerced by county employees and later, when Roseneau received information county employees from departments he oversaw were rigging bid(s). Roseneau had a fiduciary responsibility to report this collusion, as well as the alleged criminal misconduct, to the authorities. Among other representations, interference and use of information he directly caused the Plaintiffs damage. Also by causing the Plaintiff damage it has costs more tax money paid by

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the taxpayers based on the series of unfortunate acts that occurred thereafter with DSN. Honoring the original Contract would have saved Beaufort County money would have been transparent and would have provided the services needed for commercial cleaning in a competent legal manner for the community.

L The Plaintiff is informed and believes that Elizabeth Wooten – As Procurement Officer and Senior Buyer. Wooten should have been well versed in the appropriate and legal process of county and state procurement regulations. Wooten was copied on almost all of the relevant documentation to the contracting scheme. Further, Wooten was the County employee who presented this BCDSN proposal on behalf of the purchasing department at the August 20, 2012 County Finance Committee meeting, and extolled the virtues of Beaufort County awarding itself its own contract, which was clearly in violation of South Carolina Department of Disabilities and Special Needs published "Employment Services Standards" and further exploited the disabled under the DSN SCHEME. Also, by causing the Plaintiff damage it has cost more tax money paid by the taxpayers based on the series of unfortunate acts that occurred thereafter with DSN. Honoring the original Contract would have saved Beaufort County money would have been transparent and would have provided the services needed for commercial cleaning in a competent legal manner for the community.

L. The Plaintiff is informed and believes that David Thomas – As Director of Purchasing. Thomas, as the head of Beaufort County Procurement, was one of the most culpable in apparent rigged commercial cleaning contracts, as his position required allegiance to both the County's published "Code of Ethics" for

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Purchasing as well as State and Federal regulations governing same. Based upon information including voluminous email communication Dave Thomas knew or should have known the egregious violations being committed by he and his direct employees. In addition, Thomas was included on almost all of the collusive documents and emails and personally signed off on the August 13, 2012 Finance Committee Memorandum. Also, by causing the Plaintiff damage it has costs more tax money paid by the taxpayers based on the series of unfortunate acts that occurred thereafter with DSN. Honoring the original Contract would have saved Beaufort County money would have been transparent and would have provided the services needed for commercial cleaning in a competent legal manner for the community.

M. The Plaintiff is informed and believes that Richard Hineline Jr. – County "Contract Specialist", had a duty to be versed in the subject of contracts. He knew or should have known coercing the Plaintiff to re-negotiate terms before the contract was up for renewal was a blatant violation of County and State regulations. Hineline should also have known that withholding payment from the vendor by force and threatening to cancel the contract unless Plaintiff agreed to the County's reduction revisions was illegal.

Hineline had a fiduciary obligation pursuant to the County's purchasing ordinance to report illegal and/or criminal conduct directly to the State Attorney General and the County Attorney. Also by causing the Plaintiff damage it has costs more tax money paid by the taxpayers based on the series of unfortunate acts that occurred thereafter with DSN. Honoring the original Contract would have saved Beaufort

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County money would have been transparent and would have provided the services needed for commercial cleaning in a competent legal manner for the community.

N. The Plaintiff is informed and believes that Alicia Holland – As Chief Financial Officer her training thereof had a duty in her position recognized via the plethora of documentation, emails and particularly the memorandum of August 13, 2012 the illegalities being committed by BCSN/PALS County purchasing employees, and others. Further, as CFO Holland had a duty to be been mindful of basic procurement and contractual procedures, and interceded when she initially became aware a county vendor's payments were being withheld and coerced. Further and pursuant to reported conversations between Holland, Beaufort County Administrator Kubic and others. She's alleged to have seen BCDSN as a "profit center" and a way to exploit (Federal Medicaid) monies the county was receiving from the State DDSN.

Also by causing the Plaintiff damage it has costs more tax money paid by the taxpayers based on the series of unfortunate acts that occurred thereafter with DSN / PALS. Honoring the original Contract would have saved Beaufort County money would have been transparent and would have provided the services needed for commercial cleaning in a competent legal manner for the community.

O. The Plaintiff is informed and believes that J. Bryan Hill (former) Deputy County Administrator and in his role there of and upon review of the August 13, 2012 memorandum to the Finance Committee, should have immediately recognized the illegalities contained therein. Hill had a fiduciary responsibility to report these alleged illegal contracts and the employees under him that were acting well

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outside the scope of their positions. Further, Hill should have reported the transgressions to the State Attorney General, pursuant to county procurement rules and regulations, and taken additional steps as the Deputy Administrator, to rectify the illegalities committed against the Plaintiff and other legitimate bidders. In fact, Hill was one of the major players in the contracting scheme, due to his relationship to one of the county employees, Shannon Loper. It was through Loper, and Hill's personal emails, to include at times County attorney Joshua Gruber, that efforts were made to both conceal the bid rigging and discuss retaliation against the Plaintiff. It was these relationships in particular that contributed to the contracting scheme, the retaliation against the Plaintiffs and the alleged assault that was reported to others. The retaliation against the Plaintiff, and alleged assault that was reported by the Plaintiff to County Administrator Gary Kubic and others. These actions amounted triggering the South Carolina Tort Claim Act above pled and the various causes of Action the elements above pled for breach of contract, unfair trade practices, tortious interference with contractual and potential contractual relations, fraud, and other causes of action pled. Also by causing the Plaintiff damage it has costs more tax money paid by the taxpayers based on the series of unfortunate acts that occurred thereafter with DSN. Honoring the original Contract would have saved Beaufort County money would have been transparent and would have provided the services needed for commercial cleaning in a competent legal manner for the community.

The Plaintiff is informed and believes the Defendant engaged in collusion, fraud, and breach of contract, misrepresentation, Tortious Interference with contractual and potential

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contractual relations, Unjust enrichment, Retaliation, manipulation of bidding, (Beaufort County Procurement Code) in regard to actions by Beaufort County employees:

FACTS/ ACTS/ OMMISSION

18. **September 2010:** Several companies bid on County Janitorial Services RFP #3910/100566. It was awarded to Island Group Inc. (dba Carolina Cleaning HHI SC).

August 2011: Richard Hineline Jr., BC Contract Specialist, informed Carolina Cleaning they needed to "*reduce their existing contract by 10% or the County would not pay their current invoices, the contract would be bid again, and Carolina Cleaning would then possibly lose the contract*". Carolina Cleaning contacted Mark Roseneau, Director Facilities Management; to meet/report the company was being coerced by county employees. After two months of payments withheld by the County and without resolution of the complaint, Carolina Cleaning was forced to agree to the reduction.

Fall 2011 - Spring 2012: Mitzi Wagner and Bill Love, Director /Assistant Director respectively of BCDSN asked Carolina Cleaning Services to enter into an arrangement to subcontract their disabled "consumers" as part of Carolina Cleaning's work crews.

Love initially asked Carolina Cleaning to hire their DSN "folks" and said "*they would not even have to be paid minimum wage*". Plaintiff refused and indicated they would not pay less than legal, minimum wage to anyone. Shortly thereafter Mitzi Wagner inquired of Carolina Cleaning regarding "*subcontracting these disabled "consumers"*". Plaintiffs questioned the legality of such a subcontracting arrangement and after researching related programs offered DSN some ideas on how to proceed forward in addition to the contract that already was awarded.

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February 2012: While DSN was communicating with Plaintiffs, RFP 3910/120221 came up for bid with a submission/close date of **March 22, 2012**. Three local companies submitted bids.

June 19, 2012: Wagner's presentation to the DSN Board on June 19, 2012, speaks for itself in reference to DSN and commercial Cleaning contracts.

June 27, 2012: An email was sent from Wagner to Thomas, Joe Penale (PALS Interim Director), Loper, Hill, Morris Campbell (Community Services Director), Roseneau, and cc'd to Love and a "Beth Cody", re RFP39010/120221 (over three months after the RFP bid close date) referencing a discussion they'd had about BCDSN's inability to perform some of the requirements listed in the RFP.

August 2012: At the August 20, 2012 Beaufort County Finance meeting, the assembled were formally notified by Elizabeth Wooten (Senior Buyer – Purchasing) BCDSN was selected, and a memorandum dated August 13, 2012 distributed. It was signed off on by senior administrative personnel, in spite of the fact that BCDSN's bid(s) were submitted months after the RFP's official close date of 3/22/12, BCDSN's bid(s) were unsigned,

They were not a vendor and state regulations forbid their actions in regard to employment of disabled persons. Both the head of DSN, Mitzi Wagner, and PALS Fiscal Technician, Shannon Loper (whose department's buildings became part of the bid after being summarily removed from Carolina Cleaning's contract), were part of the selection committee.

One of the first buildings removed arbitrarily from Carolina Cleaning's contract was the Bluffton Senior Center, where Loper worked.

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In addition to the clear and convincing violations of county and state procurement rules, Beaufort County employees committed the following violations of their procurement code (including but not limited to those set out below as examples of county/state procurement regulations set out below):

a) Beaufort County allowed DSN/PALS to use confidential, proprietary information to assemble their bids, notably documentation submitted by Carolina Cleaning. Proprietary pricing information from (legitimate) bidders were also used by DSN/PALS in their bid(s).

b) Beaufort County employees allowed DSN and PALS staff to sit in on bid meetings that discussed the pricing and strategy and proprietary documents for this 2012 bid, knowing Wagner, Love and Loper were setting up an illegal, in-house internal cleaning "business / operation" with intentions to compete.

c) Beaufort County allowed DSN/PALS to change the dictates of the RFP to better accommodate their "limited" abilities to perform. These changes were not consistent with the specifications, both financially and otherwise, from the legitimate bidders. The DSN/PALS bid specifications were different (cleaning requirements/times/schedules, etc.). And **every** DSN/PALS proposal had a "line item mark-up" of 15%- for supplies, travel, and supervision, which is impossible, given that a disabled, untrained workforce would need substantive on-site training and supervision, translating to significant additional overhead and costs. Volumes emails exist to show this collusion.

d) Beaufort County removed buildings at random from Carolina Cleaning's existing 2010 contract to benefit DSN/PALS and added the previously awarded facilities to

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(DSN/PALS proposals dated 6/18/12 and 7/25/12). This created additional "billings and expenses" for DSN/PALS thus increasing the reimbursements to Beaufort County from State and Federal monies.

e) Paying "*consumers*" under the minimum wage, while using Federal Medicaid monies to pay their supervisors, who were paid well above the minimum wage

f) DSN/PALS put at least 50 "consumers" into this "employment program" (more heads = more reimbursements). This did not include support staff and additional costs associated with this program. The State requirements do not permit such an enterprise.

19. The Plaintiff is informed and believes that they are owed money back from the Defendants in actual and treble damages, consequential damages and future and attorney fees and costs to be determined:

20. The Plaintiff is informed and believes that the Defendants knowingly and intentionally took advantage of him, flagrantly lied and intentionally worked against him. They Abused their office, acted outside the scope of authority and participated in personal Retaliation.

21. Plaintiffs requests further that they request the right to Amend the Pleadings upon the Discovery of all lease information and property management documentation by the Plaintiff in course of formal discovery once this case is filed in Circuit Court.

22. The Plaintiff is informed and believes that the Plaintiffs has incurred treble damages and attorney fees and that Defendants should be responsible for any further fees that are incurred in this litigation.

23. The Plaintiff is informed and believes that Defendant Bryan Hill acted outside his position and engaged in an alleged Assault; Battery; and Retaliation directly on Plaintiff's minor

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son in a gym in Bluffton. The Defendant is informed and believes that the Court should grant any other relief that it deems just and proper as to this cause of action.

WHEREFORE, the Plaintiff requests that the Complaint of the Plaintiff be granted with full financial award fees and costs to the Defendants and attorney fees and any other additional Relief.

Respectfully Submitted:

Lauren L. Martel, Esquire
P.O. Box 23101
Hilton Head Island, S.C. 29925
(843) 298-3831

This 4 Day of August 2016

VERIFICATION OF COMPLAINT BY PLAINTIFFS

This 21 st Day of August 2016

VERIFICATION: I am Craig Molloy, and I own The Island Group, Inc. dba Carolina Cleaning also named as a Plaintiff. I have read the Complaint to be filed with the Beaufort Court. The Complaint is true and accurate to the best of my knowledge and as to those things alleged; set forth on information and belief are true.

Craig Molloy, personally and as
Island Group, Inc. dba Carolina Cleaning

SWORN TO BEFORE ME:

Notary Public SC:
comm exp 8/16/2020

EXHIBITS

Table of Contents

1. Email June 1 2012 – from Carolina Cleaning to Bill Love and Mitzy Wagner
2. June 28, 2012 – Intra County emails – re: new scope of work for North of Broad after bids required date.
3. August 8, 2012 – emails about recommendations of award
4. August 9, 2012 - reference to DSN changed scope of work to accommodate themselves.
5. August 13, 2012 - Contract Award Recommendation for Janitorial Services North of Broad River and attachments.
   Including calculation pages showing, flow chart for DSN, Flow Chart – showing under minimum wage and wrong frequencies.
6. September 28, 2012 – intra office email
7. December 12, 2012 – intra office emails
8. December 12,2012 – Change order
9. March 27, 2013 - intra office e mail
10. February, 16, 2016 – DSN meeting minutes – stating DSN - great way to make money

Due to budget constraints we will not be able to pay for Carolina Cleaning to clean the DSN building after July 30th. We will clean the building internally. We would consider a proposal for cleaning the mondo flooring monthly and one for buffing the VCT monthly and stripping and seal twice a year.
Thanks for your help.
Mitzi

Please note new address

Mitzi H Wagner
Executive Director
Beaufort County Disabilities & Special Needs
100 Clear Water Way
Beaufort, SC 29906
Phone 843 255 6290
Cell 843-812-7202
Email mwagner@bcgov.net
Fax 843-255-9417

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From: Carolina Cleaning [mailto:carolina.cleaning.info@gmail.com]
Sent: Friday, June 01, 2012 9:10 AM
To: Love, William
Cc: Wagner, Mitzi
Subject: Re: Cleaning contract

Bill...

This goes back to the price we are charging and what I was told is available to pay for this service.
I mentioned to Mitzi that she needs to be in the 6 k per month range if she wants this building "properly" cleaned. That may even be a bit low.

I would be happy to show you numbers (that are my cost) on how this would look.

re: floor
I think the last time we did the blue floor was after the county council had their meeting, this is with a machine scrub. It should be getting mopped as it is available to do so, we clean during the day so as time permits this can get done.

- re: work comp.
1. It really is not legal to pay DSN to then go pay the folks cleaning. (this would be like I was Sub - contracting the cleaning of the building back to DSN). This would certainly raise some questions...

Thomas, Dave

From: Roseneau, Mark
Sent: Thursday, June 28, 2012 4:02 PM
To: Thomas, Dave; Wagner, Mitzi; Loper, Shannon; Donahue, John
Cc: Hill, Bryan; Campbell, Morris C; Dixon, Vanessa; Wooten, Elizabeth; Dimont, Richard; Holland, Alicia; Klein, Nathan
Subject: RE: New Janitorial Scope of Work for North of the Broad Locations
Attachments: Mondo Maintenance.pdf; image001.jpg

Dave,
Please find attached the Mondo maintenance requirements. We'll pass it along to the proposers. We'll schedule the walk-thru on the 10th at 1:00pm. Thursday at 10:00 is good.
Thanks

From: Thomas, Dave
Sent: Thursday, June 28, 2012 10:22 AM
To: Roseneau, Mark; Wagner, Mitzi; Loper, Shannon; Donahue, John
Cc: Hill, Bryan; Campbell, Morris C; Dixon, Vanessa; Wooten, Elizabeth; Dimont, Richard; Holland, Alicia
Subject: New Janitorial Scope of Work for North of the Broad Locations

All,

As you know we started this project with 10 locations. After reviewing the DSN proposal and dropping the requirement to clean the St. Helena Gym, we are left with the following locations:

1. DSN Building
2. Sheriff's Office DNA Lab
3. St. Helena Library

I also reviewed the scope of work provided by Mitzi and have a few questions from each of you concerning the scope of work areas (mainly the monthly requirements) that the DSN clients cannot handle.

With this in mind, as we discussed at the interviews, I would like to provide you with a list of requirements that must be accomplished before we may move forward:

1. Conduct a planning meeting (next Thursday at 10:00 am or Friday after 3:00 is good for Mitzi and myself) to review Mitzi's scope of work and finalize the corrected scope of work and requirements for the 3 buildings listed above.
2. Mark, please select a day to conduct a walk-thru for all three firms as soon as possible. (Tentative date/time July 10, 2012, 1:00 pm.
3. Mark, provide the special cleaning requirements for the DSN Mondo flooring to all proposers.
4. Provide cleaning times for all buildings need requirements from John, Mitzi, Mark, and Shannon.
5. Add locations and requirements for all buildings that Mitzi's clients cannot handle.
6. Note, the contract term will be July 31, 2012 to June 30, 2013 with four one year renewals.
7. Dave, once new scope of work is developed, mail best and final offers to all three companies. Target date to release new scope is Friday, July 13, 2012, with a due date of July 20, 2012.

Please let me know as soon as possible if you will be able to meet on Thursday, July 5, 2012 at 10:00 am. If not please provide an alternate day and time.

Thank you,
Dave

HO-812-7374

Fax 24-7474

We will charge all to PALS. Dave, please provide me the list.

From: Holland, Alicia
Sent: Wednesday, August 08, 2012 4:58 PM
To: Thomas, Dave
Cc: Loper, Shannon
Subject: RE: Janitorial Services for PALS and the Sheriff's DNA Lab

Dave,
For the DNA lab, the account number will be 33020-51210 (Facilities department, cleaning services).

Shannon,
Please provide Dave with the appropriate org codes for the 9 PALS locations. I believe the object code (51210) will be the same as above. We may need to discuss, as some of these locations were being charged to Facilities (33020) and some to PALS (63316 & 63317). So there will not be sufficient budget in PALS (63316 & 63317) for all 9 locations. If we decide to charge all 9 locations to PALS org codes, we can do an budget transfer to transfer the appropriate amount of budget.

Thanks,
Alicia

From: Thomas, Dave
Sent: Wednesday, August 08, 2012 4:22 PM
To: Holland, Alicia
Subject: Janitorial Services for PALS and the Sheriff's DNA Lab

Alicia,

Good afternoon. I am in the process of writing up the recommendation memo for janitorial services for PALS and the Sheriff's Office DNA Lab. We are going to recommend awarding all the recreation centers to DSN (in-house), and the Sheriff's DNA lab to Carolina cleaning. Here's the cost breakdown(annual):

PALS 9 locations: $52K
DNA Lab: $4320

What account numbers will we need to use? What is this year's budget/balance? How much did we spend last year for the service?

Note: It would have been around 84K if we went with one vendor.
Thanks for your help,
Dave

Dave Thomas, CPPO, CPPB
Purchasing Director
Beaufort County
phone: 843-255-2353
Fax: 843-255-9437
email: dthomas@bcgov.net

Thomas, Dave

From: Loper, Shannon
Sent: Thursday, August 09, 2012 3:31 PM
To: Thomas, Dave; Holland, Alicia
Cc: Wooten, Elizabeth; Dimont, Richard
Subject: RE: Janitorial Services for PALS and the Sheriff's DNA Lab
Attachments: image001.jpg

See below. Also I corrected the Lind Brown spelling.

From: Thomas, Dave
Sent: Thursday, August 09, 2012 8:31 AM
To: Loper, Shannon; Holland, Alicia
Cc: Wooten, Elizabeth; Dimont, Richard
Subject: RE: Janitorial Services for PALS and the Sheriff's DNA Lab

Here you go:

1. Coosaw Center - 63317-51210
2. Broomfield - 63317-51210
3. Booker T. - 63317-51210
4. Seaside – 63317-51210
5. Scott Center – 63317-51210
6. Dale Center – 63317-51210
7. Lind Brown – 63317-51210
8. Port Royal Center – 63317-51210
9. Bluffton Center – 63317-51210
10. Burton Wells Concession Stand or press Box – 63316-51210
11. Burton Wells Senior Center – 63317-51210

Cost of supplies: $4335.50
Total estimated cost: $52,026 (does not include additional as needed cleaning at $55 each time)

See the attached proposal from DSN. It has all the locations, frequency, and cost.

I will need to know the account codes/funding, what you spent last year, and your current balance.
Thanks,
Dave

Dave Thomas, CPPO, CPPB
Purchasing Director
Beaufort County
phone: 843-255-2353
Fax: 843-255-9437
email: dthomas@bcgov.net

From: Loper, Shannon
Sent: Wednesday, August 08, 2012 8:36 PM
To: Holland, Alicia
Cc: Thomas, Dave
Subject: RE: Janitorial Services for PALS and the Sheriff's DNA Lab

COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

Building 2, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2353 Fax: (843) 255-9437

TO: Councilman Stewart H. Rodman, Chairman, Finance Committee

VIA: Gary Kubic, County Administrator
Bryan Hill, Deputy Administrator
David Starkey, Chief Financial Officer
Morris Campbell, Community Services Director
Mark Roseneau, Facilities Management Director
Mitzi Wagner, DSN Director
Joe Penale, PALS Director

FROM: Dave Thomas, Purchasing Director

SUBJ: **Contract Award Recommendation for Janitorial Services North of the Broad River**

DATE: August 13, 2012

BACKGROUND. Beaufort County issued a Request for Proposals (RFP) from qualified vendors to provide janitorial services for ten locations north of the Broad River (see attachment 1). Proposals were received from three vendors and subsequently evaluated by a selection committee. The Beaufort County Department of Special Needs (DSN) provided a proposal as well. The selection committee consisted of the following: Mark Roseneau, Facilities Management Director, Mitzi Wagner, Department of Special Needs Director, John Donahue, DNA Technical Leader, Beaufort County Sheriff's Office, Shannon Loper, Fiscal Technician III, Parks and Leisure Department. Oversight of the process was provided by the Purchasing Director. The evaluation committee reviewed all proposals, interviewed each vendor, and selected DSN's proposal as the number 1 ranked vendor. DSN will provide the janitorial services for the recreation centers listed in attachment 1 with the exception of the DNA Lab. Carolina Cleaning was selected to provide the services for the DNA Lab. The contract term for both vendors will begin September 1, 2012 and expire on June 30, 2013, with four more one year annual renewals subject to County Council approval.

VENDOR INFORMATION	Annual Pricing	Annual Pricing for DNA Lab
Beaufort County Department of Special Needs	$52,026*	NA
Heavy D's, Beaufort, SC	$84,924	Did not bid
Carolina Cleaning, Hilton Head Island, SC	$88,680	$4320
Green Solutions Group, Sandy Springs, SC	$142,362	$7,911

*Does not include the DNA Lab.

FUNDING: PALS Locations: Accounts 63316-51210 PALS Athletic Centers and 63317-51210 Recreation Cleaning Services. DNA Lab: Account 33020-51210 Facilities Cleaning Services.

RECOMMENDATION The Finance Committee approve and recommend to County Council the contract awards for Janitorial Services to DSN and Carolina Cleaning for the PALS centers and the DNA Lab in the respective annual contract amounts of $52,026 and $4,320.

cc: Elizabeth Wooten, Richard Dimont
Att: RFP Original Pricing Form, Best and Final Pricing Information, DSN Pricing

FLOW CHART

1. Beaufort County DSN obtains an employment contract with an employer.
2. Day Program staff assess which individuals could do the job and a group of usually 3-5 individuals are tried out on the job tasks. They are always supervised by a staff person who will assure that the required tasks are completed even if they must help complete the tasks.
3. Once they are chosen to work that contract a wage hour study is completed on each to determine their pay rate. Some could make $1.00 or less per hour and some could make almost minimum wage.
4. The individuals sign a work contract with Beaufort DSN.
5. They are paid either monthly or every 2 weeks depending on the contract.
6. Beaufort DSN readjusts who works each contract based on what we are paid. We do not make profit on the contracts and all of the contract money goes for either client pay or supplies to do the job.
7. Our goal is for the individuals to gain enough skills that they can be employed independently of our contract in a job with minimum wage and benefits. Some progress to this point but some will never be able to work totally independent without supervision.

Original BID 9/10/21

Project Name:	[illegible] Cleaning Contract
Project Number:	RFP# [illegible]
Project Budget:	
RFP Closing	[illegible]
Time:	3:00 p.m.
Location	[illegible]
RFP Administrator:	Dave Thomas, CPPO
RFP Recorder:	Elizabeth Wheeler, CPPB

Locations	Monthly Cost	Annual Cost	Frequency	Monthly Cost	Annual Cost	Frequency	Monthly Cost	Annual Cost	Frequency
1. Coosaw Center	$175 per spec	N/A	As needed	$ 45.00		As needed	$ 85.00		As needed
2. Booker T Center	$135 per spec	N/A	As needed	$ 45.00		As needed	$ 90.00		As needed
3. Broomfield Center	$ 150.00	$ 1,800.00	2x/month	$ 45.00		As needed		$ 3,263.00	2x/month
4. Tuna Broom Gym	$ 2,570.00	$ 25,920.00	3x/wk, holiday	$ 3,400.00	$ 41,040.00	3x/wk		$ 24,879.25	3x/wk/Baseball
5. Scott Center	$ 335.00	$ 3,760.00	3x/wk	$ 480.00	$ 5,760.00	3x/wk		$ 1,435.71	3x/wk
6. Seaside Center	$ 200.00	$ 2,400.00	1x/wk	$ 160.00	$ 1,920.00	1x/wk		$ 4,115.19	1x/wk
7. St. Helena Gym	$ 1,225.00	$ 14,700.00	2x/wk/Football	$ 800.00	$ 10,080.00	5x/wk/12 mo/Football 4x/wk		$ 36,038.35	5x/wk/Baseball
8. Port Royal Center	$ 800.00	$ 9,600.00	5x/wk	$ 1,002.00	$ 12,024.00	5x/wk		$ 19,029.11	5x/wk
9. DSN Building	$ 2,030.00	$ 15,160.00	5x/wk	$ 2,420.00	$ 29,040.00	5x/wk		$ 16,740.48	5x/wk
10. Sheriff's DNA Lab	$ 200.00	$ 2,400.00	3x/wk	$ 325.00	$ 3,900.00	3x/wk		$ 12,210.94	3x/wk
Monthly Total	$ 7,390.00			$ 7,362.00					

Bid Tab

Project Name:	Janitorial Cleaning Bids at the Beaufort County Detention Center
Project Number:	RFP # 3210120
Project Budget:	
RFP Closing Time:	3:00 p.m.
Location	Beaufort County Detention Center, Beaufort County Industrial Park Road, Beaufort, South Carolina
RFP Administrator:	Dave Thomas, CPPO
RFP Recorder:	Elizabeth Crosson, CPPB

Locations	Monthly Cost	Annual Cost	Frequency	Monthly Cost	Annual Cost	Frequency	Monthly Cost	Annual Cost	Frequency	Annual Cost
1. Coosaw Center	$135 per shift	NA	As needed	$ 45.00		As needed	$ 85.00		As needed	$ 180.00
2. Booker T Center	$135 per shift	NA	As needed	$ 45.00		As needed	$ 190.00		As needed	$ 180.00
3. Bramlett Rehl Center	$ 150.00	$ 1,800.00	2x month	$ 35.00		As needed		$ 3,150.00	2x month	$ 840.00
4. Lyon Brown Gym	$ 1,570.00	$ 18,840.00	2x week/1x wk	$ 1,300.00	$ 23,400.00	4x wk		$ 16,470.00	4x week/1x wk	$ 4,680.00
5. Scott Center	$ 315.00	$ 3,780.00	3x/wk	$ 480.00	$ 5,760.00	1x/wk		$ 445.00	1x/wk	$ 4,680.00
6. Seaside Center	$ 200.00	$ 2,400.00	1x/wk	$ 160.00	$ 1,920.00	1x/wk		$ 1,235.00	1x/wk	$ 640.00
7. St. Helena Gym	$ 1,225.00	$ 14,700.00	Twice Daily/1x	$ 840.00	$ 10,080.00	2x/wk/1x wk/Monthly/Quarterly/Yearly				
8. Port Royal Center	$ 400.00	$ 4,800.00	5x/wk	$ 1,300.00	$ 15,600.00	1x/wk		$ 10,078.00	As needed	NA
9. DSN Building	$ 2,930.00	$ 35,160.00	5x/wk	$ 2,470.00	$ 29,640.00	1x/wk		$ 7,911.00	1x/wk	$ 1,000.00
10. Sheriff's, DNA Lab	$ 200.00	$ 2,400.00	3x/wk	$ 120.00	$ 1,080.00	1x/wk		$ 10,700.30	1x/wk	NA
								$ 12,310.24	3x/wk	NA
Monthly Total:	$ 7,330.00			$ 4,100.00						Sample
										$ 10,700.30
Best and Final for the DNA Lab: 08/09/12		54,320				Did not Bid				

Note: St Helena Gym was dropped from the scope of work as well as the recreation centers from the RFP. Bids offering to provide this service at a discount or cost for all three centers.

Daly Center	
Shanklin Center	
Burton Wells Center	
DSN Grand Total	

A total of ten (10) PALS facilities will be serviced by DSN. Combined with the new 2011 & 2012 Over State Cost Savings

Sites/Frequency/ Cost

SITE	FREQUENCY	MONTHLY COST	ANNUAL COST	
Broomfield	1 x per month	$55	$660	Additional as needed at $55 each time
Coosaw	1 x per month	$55	$660	Additional as needed at $55 each time
Booker T	1 x per month	$55	$660	Additional as needed at $55 each time
Seaside	1 x per month	$55	$660	Additional as needed at $55 each time
Scott Center	2X per week after 2:00PM	$400	$4,800	
Dale Center	2X per week after 2:00PM	$400	$4,800	
Lynn Brown	3 X per week	$750	$9,000	
Port Royal Center	3 X per week	$750	$9,000	
Bluffton Center	3xper week	$850	$10,200	
Burton Wells Concession Stand or/ press box	As needed	0	0	$55 each time as needed
Burton Wells Senior Center	2 x per week	$400	$4,800	
TOTAL COST		$3770.00	$45,240.00	
Cost Supplies, Equipment, travel	15% of total contract	$6,786	$52,026	
Grand Total			$52,026	

Total Agreement

This agreement constitutes the entire agreement between the parties hereto. No representations, warranties or promises pertaining to this agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This agreement shall be construed in accordance and governed by the laws of South Carolina.

Thank you Mitzi. I will need Mark's approval in order to move forward since he is in charge of all facilities.
Regards,
Dave

Dave Thomas, CPPO, CPPB
Purchasing Director
Beaufort County
phone: 843-255-2353
Fax: 843-255-9437
email: dthomas@bcgov.net

From: Wagner, Mitzi
Sent: Friday, December 07, 2012 1:56 PM
To: Thomas, Dave; Loper, Shannon; Penale, Joe; Love, William
Subject: FW: Amendment to contract adding Bluffton Gym

This is when I originally sent it.

Please note new address

Mitzi H Wagner
Executive Director
Beaufort County Disabilities & Special Needs
100 Clear Water Way
Beaufort, SC 29906
Phone 843-255-6290
Cell 843-812-7202
Email mwagner@bcgov.net
Fax 843-255-9417

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From: Wagner, Mitzi
Sent: Friday, September 28, 2012 4:39 PM
To: Penale, Joe; Loper, Shannon
Cc: Love, William; Thomas, Dave
Subject: Amendment to contract adding Bluffton Gym

Shannon,
Sorry we could not talk. Bill and I met with staff today and added Bluffton to our contract. The cost is a little higher for a couple of reasons. First there are more bathrooms requiring more time and because the supplies are greater for more bathrooms. By the way our group did clean it this week. Please let me

know if you have issues or want to discuss this. Hope you are pleased with our services. Our staff and consumers are really enjoying this contract and seem to have developed good relationships at the sites. The areas I have changes are highlighted.
Thanks,
Mitzi

Please note new address

Mitzi H Wagner
Executive Director
Beaufort County Disabilities & Special Needs
100 Clear Water Way
Beaufort, SC 29906
Phone 843-255 6290
Cell 843-812-7202
Email mwagner@bcgov.net
Fax 843-255-9417

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Dave,
See Mark's email below. Please send Craig a letter to provide him with the 30 day written notice.

Thanks,
Alicia

From: Roseneau, Mark
Sent: Wednesday, December 12, 2012 2:25 PM
To: Holland, Alicia
Subject: RE: Amendment to contract adding Bluffton Gym

Alicia,
I received from Dave the DSN proposal this past Tuesday. The scope of work between the current contract and the DSN proposal differ. These items are detailed in the contracts and all parties should take note of this. I'm all for DSN Day Program and their janitorial program. Please proceed with DSN for janitorial services at the Bluffton Gym.
Thanks,
Mark

From: Holland, Alicia
Sent: Wednesday, December 12, 2012 10:11 AM
To: Roseneau, Mark
Subject: FW: Amendment to contract adding Bluffton Gym
Importance: High

Mark,
I am entering the requisition for Carolina Cleaning for the contract renewal period 11/1/2012 – 10/31/2013 (the FY2013 po will only cover through 6/30/2013). I will need for you to approve as soon as possible (you should get an email once I have entered) so that we can pay Carolina Cleaning for November 2012.

I have not heard from you regarding the Bluffton Gym. Dave Thomas will not send the 30 day written notice until you provide approval. I am following up with you as the Bluffton Gym cleaning services are paid from PALS general ledger account.

Thanks,
Alicia

From: Thomas, Dave
Sent: Monday, December 10, 2012 9:46 AM
To: Holland, Alicia; Roseneau, Mark
Cc: Dimont, Richard
Subject: RE: Amendment to contract adding Bluffton Gym

I have not received approval from Mark yet to change the contract. I have the following concerns: As you know, Carolina Cleaning's contract price was based on the total number of facilities in the original RFP. Note, we have already cut his contract by 10%. With this in mind, I believe Carolina Cleaning will come back with a request for a 3 to 5 percent overall increase once he receives the change

order to drop the Bluffton Gym from his contract. I know this is a good opportunity for DSN and PALS, but we need to make sure that Mark has a chance to review. Also, Carolina Cleaning should be notified properly with a meeting and in writing Most importantly, if the scope of work from the original contract was changed by PALS in order to drop the price, Carolina Cleaning may protest that they were not given a chance to meet the pricing change.
We must remember, the Bluffton Gym was not part of the original *North of the Broad* RFP and we need to proceed fairly in order to obviate any legitimate protest.

Respectfully,
Dave

Dave Thomas, CPPO, CPPB
Purchasing Director
Beaufort County
phone: 843-255-2353
Fax: 843-255-9437
email: dthomas@bcgov.net

From: Holland, Alicia
Sent: Monday, December 10, 2012 9:15 AM
To: Thomas, Dave
Subject: FW: Amendment to contract adding Bluffton Gym

Following up on this letter going to Craig/Carolina Cleaning. Please advise the status.

Thanks,
Alicia

From: Loper, Shannon
Sent: Friday, December 07, 2012 2:09 PM
To: Thomas, Dave; Wagner, Mitzi; Penale, Joe; Love, William; Holland, Alicia; Roseneau, Mark
Cc: Dimont, Richard
Subject: RE: Amendment to contract adding Bluffton Gym

Dave,

I understand Mark is in charge of facilities and he was included in the bid process. This however comes from the PALS budget and we would like this letter sent today.

Thanks.

From: Thomas, Dave
Sent: Friday, December 07, 2012 2:06 PM
To: Wagner, Mitzi; Loper, Shannon; Penale, Joe; Love, William; Holland, Alicia; Roseneau, Mark
Cc: Dimont, Richard
Subject: RE: Amendment to contract adding Bluffton Gym

COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

December 12, 2012

SENT VIA EMAIL & US MAIL

Carolina Cleaning
Craig Molloy
PO Box 22326
Hilton Head Island, SC 29925

Re: CHANGE ORDER: REMOVE BLUFFTON GYM from the Contract for Janitorial Services for Beaufort County Facilities
Contract Number: 3910/100566

Dear Mr. Molloy,

Please be advised that we are removing the Bluffton Gym from your contract. In accordance with the contract above we are providing you with thirty-days (30) notice of this action. This is absolutely no reflection on your work; however as a cost-cutting measure, we have decided to take care of this facility in-house. All other terms, condition, amendments, and prices remain in effect.

We look forward to your continued success during the contract period. Please contact Richard Dimont at 843-255-2352 or rdimont@bcgov.net if you have any questions.

Sincerely,

Dave Thomas

Dave Thomas, CPPO, CPPB

DSN eff. 4/24/12
M-F 4pm mentioned they are already working in the PALS facilities

cc: R. Dimont
M. Roseneau
A. Holland

Gruber, Joshua

n: Gruber, Joshua
t: Wednesday, March 27, 2013 12:39 PM
To: 'Bjhillster'
Subject: RE: Thank you!

Bryan,

I have received your statement and will forward it on accordingly. My recommendation will be that the polygraph session requested in your statement be arraigned as soon as possible in order to try and resolve any discrepancies that may exist between your statement of events and those conveyed to the County Administrator.

Thanks,

-Josh-

Joshua A. Gruber
Staff Attorney
Beaufort County Legal Department
P.O. Box 1228
Beaufort, South Carolina 29901-1228
Tel.: (843) 255-2059
Fax.: (843) 255-9414

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From. Bjhillster [mailto:bjhillster@gmail.com]
Sent: Wednesday, March 27, 2013 12:22 PM
To: Gruber, Joshua
Subject: Thank you!

Written with NoteTaker HD on my iPad.

Thanks,

an

45

BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS ADVISORY BOARD
100 Clear Water Way
Beaufort, SC 29906
February 16, 2016

MEMBERS PRESENT: Margaret Ann Gatch, Grace Dennis, Gardenia Simmons-White, David Green, Lynn Russo, Jill Striebinger, George Marshall, Anne Hamilton, Caleb Brown, Monica Spells (Ex-officio)

MEMBERS ABSENT: Nancy Pinkerton

STAFF PRESENT: William Love, Janice Beach, Erin Womack

GUESTS PRESENT: John Gatch, Michael Corbett

I. CALL TO ORDER – Gardenia Simmons-White, Vice-Chairman
Mrs. Simmons-White called the meeting to order at 4:00 p.m.

II. WELCOMING GUESTS
Mrs. Simmons-White welcomed our guests.

III. APPROVAL OF THE MINUTES OF THE JANUARY 19, 2016 BOARD MEETING

MOTION WAS MADE BY ANNE HAMILTON AND SECONDED BY CALEB BROWN TO APPROVE THE JANUARY 19, 2016 MINUTES AS WRITTEN. PASSED UNANIMOUSLY.

IV. ADOPTION OF THE FEBRUARY 16, 2016 AGENDA

MOTION WAS MADE BY JILL STRIEBINGER AND SECONDED BY LYNN RUSSO TO APPROVE THE FEBRUARY 16, 2016 AGENDA. PASSED UNANIMOUSLY.

V. CHAIRMAN'S REPORT – Gardenia Simmons-White, Vice-Chairman

Ms. Simmons White asked for volunteers for chair of the Personnel Committee since Mr. Jonathan Brown resigned. Ms. Russo asked for information about the duties of the personnel committee. Ms. Simmons-White told her they would review applications when someone applies to be on the Board and bring a recommendation to the Board to vote on. Ms. Russo agreed she would take the position of Chair for the Personnel Committee.

With the resignation of Mr. Brown, we are in need of a new board member. Please keep looking for someone to fill this empty seat.

March is Disabilities Awareness month and we need volunteers to pick up the proclamations. They are as follows:

City of Beaufort	March 08 @ 7:00 PM	Grace Dennis
Town of Port Royal	March 09 @ 6:30 PM	Caleb Brown, Jill Striebinger, Eric Novoa
Town of Bluffton	March 08 @ 6:00 PM	David Green
Hilton Head	March 15 @ 4:00 PM	Caleb Brown
County Council	March 14 @ 5:00 PM	Gardenia Simmons-White

VI. EXECUTIVE DIRECTOR'S REPORT – Bill Love

Bill said he would like to start every meeting telling the Board members how much we appreciate everything that you do. I appreciate you challenging me by asking questions. Bill invited Erin Womack back today to answer some questions some of the Board members had regarding services we provide. He will bring in the transition person, Coe, next month.

Update on Nancy and Morris – Bill spoke with Nancy. She is doing well and will be back at the meeting next month. Bill also spoke to Morris Campbell who is doing very well. Monica mentioned that the County had their retreat last Thursday through Saturday at the Bluffton Library Branch. On Thursday she presented highlights on our various areas and put out to County Council our needs as related to DSN. We will continue to push for residential housing and putting our focus on south of the Broad. Mr. Campbell was there so it was good to have his support.

Response to Questions – Erin Womack

1. What is a waiver? We oversee three waivers at Beaufort County DSN. There are a number of waivers out there, maybe seven, but we oversee three. The first one is the PDD Waiver (Pervasive Developmental Disorder). These are federal funds; that is what a waiver is, federal funds. PDD is for ages 3-10. Once you age out, that is it. It is for ABA Therapy (Applied Behavioral Analysis). All those people have to have autism or be on the spectrum. Next there is the Community Supports Waiver (CSW) which is all federal funds. Years and years ago there was Individual Rehab Supports but they did away with that program. What it did was to fund the Day Program services. So SCDDSN came up with a great way for us to make money because with these waivers for every dollar there are three, so we have a total of four that come back from the state. So they created the Community Supports Waiver. This waiver has limited services as well as funding caps on some of the services. Someone living with Mom and Dad out in the community could get this waiver and it funds the Day Program, which would be about $8500. They might have a few more needs, like respite or incontinence supplies but the cap on that waiver could vary up to $13,000. If you exceed it that is all you get. Then you have the ID/RD Waiver (Intellectual Disability/Related Disability). This is what I call the big apple. When I sit down with families I tell them it is like winning the lottery. It is a wonderful thing because you know these waivers there were long waiting lists up into the thousands. We were telling families it could be 8 to 10 to 12 years before your loved one gets a federal waiver which funds a number of services we have here (Day Program, Residential, etc.). The ID/RD waiver is the big waiver. There are minimal caps on this waiver. There was some talk about doing away with the PDD waiver and it being directly funded by Medicaid. PDD Waiver is not going away. They are still going to have that and they are going to have State PDD. Once you age out of PDD you might still be able to get State PDD. You have to have Medicaid in order to get federal funding.
2. How does a consumer qualify for a waiver? It is not about the consumer. Anyone can go on the waiver waiting list. When your name comes up they are going to ask to send a level of care packet to the state. The state has a team, the Consumer Assessment Team that will determine if you qualify. If you do qualify, we will get a notice back saying you meet the level of care and have been awarded whichever waiver it is you applied for. You can apply for any type of waiver, but you can only be enrolled in one waiver at a time.

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016 CP- 07-01825

Steven Craig Molloy, et al

PLAINTIFF(S)

Beaufort County, et al

DEFENDANT(S)

Submitted by: Paige Chamberlain Ornduff	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This motion was before the Court on February 2, 2017. Plaintiff's attorney did not appear and had no protection. No oral argument was heard. A review of the Summons and Complaint shows Defendant's Motion for a More Definite Statement should be granted. It is so ordered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

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ELECTRONICALLY FILED - 2017 Feb 03 1:58 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

Circuit Court Judge | Judge Code | Date

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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Beaufort Common Pleas

Case Caption: Steven Craig Molloy VS Beaufort County

Case Number: 2016CP0701825

Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

ELECTRONICALLY FILED - 2017 Feb 21 12:54 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

State of South Carolina	**In the Court of Common Pleas**
County of Beaufort	**14th Judicial Circuit**
	CIVIL CASE NO.: 2016-CP-07-
Steven Craig Molloy and Island Group, Inc. dba Carolina Cleaning,	
Plaintiffs,	
Vs.	**AFFIDAVIT OF CRAIG MOLLOY**
Beaufort County; Gary Kubic, Individually, and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; AND Shannon Loper, Individually, and As employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council; Dave Thomas, Procurement Director Beaufort County, SC.	
Defendants.	

NOW COMES THE PLAINTIFF being Duly Sworn and Deposed and States the following:

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I am Steven Craig Molloy and I am the Plaintiff in this matter. I am informed and believe that presently in Beaufort South Carolina, the serious and imminent and irreparable injury issues raised in the Verified Complaint and Temporary Restraining Motion are continuing to occur without transparency or in accordance with the rules governing the programs. I am informed and believe I filed an Action for Temporary Restraining Order and other relief because he as an individual is being presently harmed and will be irreparably harmed if this plan continues. There is no adequate Remedy at law for the accounting and for the harm and damage to the taxpayer and I am seeking Equitable Relief, as the damage is imminent. I am informed that every day this county plan operates; it is continuing to expose him and Beaufort taxpayers to irreparable damage. I have been and continued to be irreparably harmed by Beaufort County. I have a likelihood of success on the merits and I need a Restraining Order against Beaufort County and an Appointment of a receiver to do an audit and accounting of the money used. This is an Immediate and Imminent issue not only of my injury and harm but also Public Safety and the common interests of the citizens of Beaufort County SC and the State of South Carolina. The Plaintiff is informed and believes that in such an immediate situation where the political will to protect the South Carolina tax payer is not available to redress a potential irreparable injury that his only recourse was to petition this Honorable Court and pray for immediate relief and protection for himself and the taxpayers. An injunction is necessary to maintain the status quo and to protect the Plaintiff from irreparable harm. Attached to this Affidavit will be exhibits and County emails that support my request for Relief.

The Defendants used my confidential and personal business bidding information by giving it to an entity they created for the sole purpose of winning a bid that put BC DSN and Pals in business against private companies bidding on public RFP's. This was developed around programs for disabled persons to learn work skills. In the Fall of 2015 I obtained most of these documents attached hereto and other documents via FOIA requests which I had no idea prior to this the acts and omission of the Defendants and the level they had gone to breach my contract, interfere with my business and use my confidential information and create this entity and then award a bid to the entity. I could not have known about all of this until this information and these documents were provided via a FOIA request. I sent a letter to the South Carolina Attorney General a copy of which can be provided. Also, I learned from these documents that some of the Defendants communicated via personal emails in what appears to be a cover up of

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an assault on a minor. Therefore, many of the exhibits are internal Beaufort County documents and dated in 2011, 2012, and represent BC employees own words and thereafter I did not receive them, nor did I or would I understand what was happening at the time, nor would or could I have access until AFTER I SENT FOIA REQUESTS and received the information in return. I did not know and could not have known until I received the FOIA in late 2014 early 2015, after I finally realized that something was drastically wrong did the scheme begin to materialize. Prior to that I was literally being given the "run around" for almost a year – as BC employees and executives continued to indicate to me they would meet with me to resolve the issues. I was always trying to accommodate and hopeful that we could resolve the issues, as had been done over the past 15 years.

Evidence shows BC's intentions were not for the development of skills for the people, rather to make money and they used confidential bidding and other information including forcing the special needs participants into the "cleaning enclave" which equaled more monies as the costs increased to operate the program which in-turn led to BC's profit.

This placed BC in a position to receive (3 and 4 to1) reimbursements from the State and Federal Government under Medicaid, based on the costs to operate this program.

Attached documents to my Affidavit show BC employees and executives confirm this in their own statements from their own documents, including emails and meeting minutes from Council Meetings. The documents support my claims in the Verified Complaint and the Motion for TRO.

The reimbursements are based on the "costs" to run this program. One "who is familiar with business operations" is aware the costs to run such a program is/would certainly and always be more costly to operate with a disabled workforce than with a traditional workforce. Hence BC's actions to increase the participation and require participation, even if against the persons or their families wishes.

For Example: A disabled workforce needs additional supervision, safety, security measures, transportation and levels of training for all. Therefore no experienced business person (or consultant) would or could count this as a "price benefit" for an operation such as this, or to have the ability to competitively compete in "open market" bids. Thus the taxpayers of the State and Beaufort County have been additionally harmed in addition to my 23 year business and the employees.

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The program operators, in this case BC - DSN /Pals are required to follow stringent Federal requirements, which did not happen. Beaufort County employees did not receive or were aware of the rigorous training, documentation or education on how to set up or operate A program such as this properly. Evidence suggests that documents and information were falsified in the programs. Further evidence shows Beaufort County used, shared and colluded on my personal documents behind closed doors and via email to "rig" bids in order to "award" themselves a public open market RFP putting this program in business and under the watch of Beaufort County and BC DSN/Pals.

Upon the 2012 award of the contract to DSN/Pals, BC began to dismantle "at random" the previously awarded 2010 contract won by my company, Carolina Cleaning, creating significant material damages to me and my business. Public Beaufort County meeting minutes show the Director of DSN stating "we have found a great way to make money" and "its like winning the lottery" and refers to the significant financial gain as "the big apple".

Department of Labor Wage and Hour reports show the pay scale for this program range from $ 1.00-3.00 / hr. Attached are just some of the emails and documents that demonstrate Beaufort County personnel's actions, statements and acknowledgments of the acts, omissions and scheme they engaged in.

The exhibits attached are traceable evidence that the acts and omissions caused and continue to cause injury and harm.

Internal BC emails show:

1.) Email on 6/27/12 from M. Wagner to D. Thomas, S.Loper, J. Penale, M. Campbell, M. Roseneua, B.Love, B. Cody
   a. This email shows rfp proposal pages 14-18 DSN has dictated changes to the RFP to benefit their proposal to be less costly and win the bid.
   b. These copies of the actual RFP documents where DSN/Pals has dictated the changes (areas marked OMIT or REMOVE to areas of which they cannot perform.)

2.) Email on 6/28/12 from D. Thomas to M. Wagner, S.Loper, J. Donahue, B.Hill, M. Campbell, E. Wooten R. Dimont, A. Holland, N. Klein
   a. This shows Thomas acknowledging the DSN "dropping the requirements"

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b. This further states the " scope of work provided by Mitzy" cannot handle.

c. # 7 shows D. Thomas to mail best and final offers to others – best and final offers were not mailed. Carolina Cleaning was asked to remove all other sites (see CC resubmitted pricing on 8//6/12)

3.) Email on 12/12/12 from M. Roseneau to A. Holland –

a. This states the proposal for DSN differs from RFP and others and all parties should take note of this. However proceeds to remove facilities anyway.

4.) Email on 12/10/12 from D. Thomas to A. Holland and M. Roseneau

Shows D. Thomas acknowledging the previous violations of cutting Carolina Cleaning's contract by 10 % and now removing "at will additional buildings.

a. D. Thomas also acknowledges the pricing for the contract is based on a total number of facilities in order to receive the original favorable pricing which was originally awarded to Carolina Cleaning.

b. He states the "original contract was changed by Pals in order to drop the price."

c. Thomas further notes the dismantling of Carolina Cleaning's contract by stating "the building was part of the original 2012 RFP North"

5.) Email on 12/7/12 – S. Loper to D. Thomas Wagner, Penale, Love, Holland Roseneau

a. Loper states she "wants the letter sent today"
(this refers to a letter to Carolina Cleaning removing the buildings from his contract)

6.) Email on 12/6/12 S.Loper to A. Holland , B. Hill
(this states "why are we renewing with Carolina Cleaning"

7.) Email from A. Holand to S. Loper, B. Hill-

a. This states this has been going on with other facilities, also that the Gym was not in the 2012 RFP North,

b. Loper states "do I need to send a letter to terminate"

c. above - Holland tells Loper to have D. Thomas send termination to CC.

8.) Email from M. Wagner to J. Penale , S. Loper-

a. This states the "costs are a little higher"

9.) February 16,2016 – Executive Directors Report –
This BC report of meeting minutes shows DSN Director B. Love Statements and comments and the importance of the 3 or 4 to 1 reimbursements from State and Federal agencies.

10.) Email 4/3/13 - (copy redacted) from S. Loper to J. Gruber : Confirms communications via personal e mail addresses.

These emails clearly show BC Executives and employees have dictated the specs. of an RFP to award themselves a bid. Including ordering Executives to participate and cooperate in the termination and dismantling of an awarded contract with No considerations offered or given and No considerations for the damages and burdens this could do and has done to a 20 year SC business with many employees with years of awarded contracts with BC and others. In this Motion I am seeking Equitable Relief as only an Injunction can protect me and the Beaufort Taxpayers and those involved in this program.

I ask that this program be stopped and a full accounting take place. This is a program that will cause and has caused irreparable harm. In fact looking into this will help protect even those involved in this program as the oversight is potentially dangerous to the special need participates. See Letter from Jill who was personally involved with DSN.
These actions are unacceptable and reckless for Beaufort County to use a program such as this for profit and to exploit the DSN program and people in it. The potential for irreparable harm is ongoing everyday. This must be reviewed and restrained until it can be fully transparent.

Respectfully Submitted:

Craig Molloy

This 22 Day of Feb 2017
SWORN TO BEFORE ME:
Notary SC com exp. 8/16/2022

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ELECTRONICALLY FILED - 2017 Mar 01 2:10 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	C/N: 2016-CP-07-01825
Steven Craig Molloy, Jack Wayne Molloy and Island Group, Inc. dba, Carolina Cleaning, Plaintiffs, v. Beaufort County; Gary Kubic, Individually and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; and Shannon Loper, Individually, and as an employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council, Dave Thomas, Procurement Director Beaufort County Defendants.	)	ANSWER TO AMENDED COMPLAINT (Jury Trial Demanded)

TO: LAUREN L. MARTEL, ESQUIRE, ATTORNEY FOR PLAINTIFFS, STEVEN CRAIG MOLLOY AND ISLAND GROUP, INC. dba CAROLINA CLEANING:

AND NOW COME THE DEFENDANTS, Beaufort County; Gary Kubic, Individually and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; and Shannon Loper, Individually, and as an employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council; Dave Thomas, Procurement Director Beaufort County

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(hereinafter "Beaufort County"), by and through its undersigned counsel, and files this Answer and Defenses to Plaintiff's Amended Complaint, showing the Court as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Each and every allegation of the Plaintiff's Complaint not specifically admitted herein is denied, and Beaufort County demands strict proof thereof.
2. Beaufort County admits that Carolina Cleaning had previously provided janitorial services to Beaufort County and denies for lack of knowledge the other allegations contained in Paragraph 1.
3. Beaufort County denies for lack of knowledge the allegations made in Paragraph 2 of Plaintiff's Complaint.
4. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 3 of Plaintiff's Complaint that Steven Craig Malloy has owned and operated a cleaning service since 1994 and specifically denies the remaining allegations contained in Paragraph 3 of Plaintiff's Complaint.
5. Beaufort County admits the allegations contained in Paragraph 4 of Plaintiff's Complaint that it is a political subdivision of the State of South Carolina with its principle offices located in Beaufort County, South Carolina and denies the remaining allegations contained Paragraph 4 of Plaintiff's Complaint.
6. Beaufort County admits the allegation contained in Paragraph 5 of Plaintiff's Complaint that Gary Kubic is the County Administrator for Beaufort County and resides in Beaufort County and further states that the remaining allegations contained in Paragraph 5 constitute conclusions of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort

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County specifically denies the remaining allegations contained in Paragraph 5 of Plaintiff's Complaint.

7. Beaufort County admits the allegation contained in Paragraph 6 of Plaintiff's Complaint that Josh Gruber is the current Deputy County Administrator for Beaufort County; previously served as Beaufort County Attorney and resides in Beaufort County and further states that the remaining allegations contained in Paragraph 6 constitute conclusions of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 6 of Plaintiff's Complaint.

8. Beaufort County admits the allegation contained in Paragraph 7 of Plaintiff's Complaint that Bryan Hill was previously the Beaufort County Deputy Administrator; previously resided in Beaufort County and currently resides out of state and further states that the remaining allegations contained in Paragraph 7 constitute conclusions of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 7 of Plaintiff's Complaint.

9. Beaufort County admits the allegation contained in Paragraph 8 of Plaintiff's Complaint that Shannon Loper is employed by Beaufort County and resides in Beaufort County and further states that the remaining allegations contained in Paragraph 8 constitute conclusions of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County

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specifically denies the remaining allegations contained in Paragraph 8 of Plaintiff's Complaint.

10. Beaufort County admits the allegation contained in Paragraph 9 of Plaintiff's Complaint that Stu Rodman is a member of the Beaufort County Council and served as the Chairman of the Finance Committee and further states that the remaining allegations contained in Paragraph 9 constitute conclusions of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 9 of Plaintiff's Complaint.

11. Beaufort County admits the allegation contained in Paragraph 10 of Plaintiff's Complaint that Dave Thomas is the Procurement Director for Beaufort County and further states that the remaining allegations contained in Paragraph 10 constitute conclusions of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 10 of Plaintiff's Complaint.

12. Beaufort County states that the allegations contained in Paragraph 11 constitute conclusions of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 11 of Plaintiff's Complaint.

13. Beaufort County admits or denies the allegations contained in Paragraph 12 of Plaintiff's Complaint as previously admitted or denied.

14. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 13 of Plaintiff's Complaint.

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15. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 14 of Plaintiff's Complaint and specifically denies any wrongdoing by Procurement Director Dave Thomas as alleged on Paragraph 14 of Plaintiff's Complaint.

16. Beaufort County specifically denies any retaliation against Plaintiffs as contained in Paragraph 15 of Plaintiff's Complaint and denies for lack of knowledge the remaining allegations contained in Paragraph 15 of Plaintiff's Complaint.

17. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 16 of Plaintiff's complaint and specifically denies any exploitation of disabled and special needs persons in the care of Beaufort County and demands strict proof thereof and further demands that this allegation be stricken from the Plaintiff's Complaint as being scandalous and completely without merit.

18. Beaufort County specifically denies the allegations contained in Paragraph 17 of Plaintiff's Complaint and demands strict proof thereof.

19. Beaufort County denies for lack of knowledge the allegations contained on Paragraph 18 of Plaintiff's Complaint.

20. Beaufort County admits that it contracted with Plaintiff in good faith and denies for lack of knowledge the remaining allegations contained in Paragraph 19 of Plaintiff's Complaint.

21. Beaufort County admits that Plaintiff had contracts to clean the Sheriff's DNA Lab, SWAT Team enclave, County Treasurer's Office and the Airport and denies for lack of knowledge the remaining allegations contained in Paragraph 20 of Plaintiff's Complaint.

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22. Beaufort County specifically denies the allegations contained in Paragraph 21 of Plaintiff's Complaint and demands strict proof thereof.

FIRST CAUSE OF ACTION: VIOLATION OF PROCUREMENT

23. Beaufort County admits or denies the allegations contained in Paragraph 22 of Plaintiff's Complaint as previously admitted or denied.

24. Beaufort County specifically denies the allegations contained in Paragraph 23 of Plaintiff's Complaint and demands strict proof thereof.

25. Beaufort County specifically denies the allegations contained in Paragraph 24 of Plaintiff's Complaint and demands strict proof thereof.

26. Beaufort County specifically denies the allegations contained in Paragraph 25 of Plaintiff's Complaint and demands strict proof thereof.

27. Beaufort County specifically denies the allegations contained in Paragraph 26 of Plaintiff's Complaint and demand strict proof thereof.

28. Beaufort County specifically denies the allegations contained Paragraph 27 of Plaintiff's Complaint and demands strict proof thereof.

29. Beaufort County specifically denies the allegations contained in Paragraph 28 of Plaintiff's Complaint and demands strict proof thereof.

30. Beaufort County specifically denies the allegations contained in Paragraph 29 of Plaintiff's Complaint and demands strict proof thereof.

31. Beaufort County admits that it awarded a cleaning contract to Plaintiff in 2010 and denies for lack of knowledge the remaining allegations contained in Paragraph 30 of Plaintiff's Complaint.

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32. Beaufort County admits that it informed Plaintiff of a 10% cost reduction in the existing contract as was permissible by the contract terms and relevant regulations and denies for lack of knowledge the remaining allegations contained in Paragraph 31 of Plaintiff's Complaint.

33. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 32 of Plaintiff's Complaint.

34. Beaufort County admits that three companies submitted bids and denies for lack of knowledge the remaining allegations contained in Paragraph 33 of Plaintiff's Complaint.

35. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 34 of Plaintiff's Complaint and defers to the alleged email referenced for the contents thereof.

36. Beaufort County admits that DSN was selected for the cleaning contract but denies for lack of knowledge the remaining allegations contained in Paragraph 35 of Plaintiff's Complaint.

37. Beaufort County specifically denies the allegations contained in Paragraph 36 of Plaintiff's Complaint in including sub-parts a – i and demands strict proof thereof.

38. Beaufort County specifically denies the allegations contained in Paragraph 37 of Plaintiff's Complaint and demands strict proof thereof.

39. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 38 of Plaintiff's Complaint and demands strict proof thereof.

40. Beaufort County states that the allegations contained in Paragraph 39 constitute statements of law to which no response is necessary or appropriate. To the extent

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a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 39 of Plaintiff's Complaint.

41. Beaufort County states that the statements contained in Paragraph 40 do not appear to constitute allegations to which a response is necessary. To the extent a response is necessary, Beaufort County denies for lack of knowledge the allegations contained in Paragraph 40 of Plaintiff's Complaint.

SECOND CAUSE OF ACTION: BID-RIGGING/COLLUSION/INTERFERENCE

42. Beaufort County admits or denies the allegations contained in Paragraph 41 of Plaintiff's Complaint as previously admitted or denied.

43. Beaufort County specifically denies the allegations contained in Paragraph 42 of Plaintiff's Complaint including sub-parts a – e and demands strict proof thereof.

44. Beaufort County states that the allegations contained in Paragraph 43 constitute statements of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 43 of Plaintiff's Complaint.

45. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 44 of Plaintiff's Complaint.

THIRD CAUSE OF ACTION BREACH

46. Beaufort County admits or denies the allegations contained in Paragraph 45 of Plaintiff's Complaint as previously admitted or denied.

47. Beaufort County states that the allegations contained in Paragraph 46 constitute statements of law to which no response is necessary or appropriate. To the extent

a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 46 of Plaintiff's Complaint.

48. Beaufort County states that the allegations contained in Paragraph 47 constitute statements of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 47 of Plaintiff's Complaint.

49. Beaufort County specifically denies the allegations contained in Paragraph 48 of Plaintiff's Complaint and demands strict proof thereof.

50. Beaufort County specifically denies the allegations contained in Paragraph 49 of Plaintiff's Complaint and demands strict proof thereof.

FOURTH CAUSE OF ACTION: FRAUD

51. Beaufort County admits or denies the allegations contained in Paragraph 50 of Plaintiff's Complaint as previously admitted or denied.

52. Beaufort County states that the allegations contained in Paragraph 51 constitute statements of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 51 of Plaintiff's Complaint.

FIFTH CAUSE OF ACTION: TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATION

53. Beaufort County admits or denies the allegations contained in Paragraph 52 of Plaintiff's Complaint as previously admitted or denied.

54. Beaufort County states that the allegations contained in Paragraph 53 constitute statements of law to which no response is necessary or appropriate. To the extent

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a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 53 of Plaintiff's Complaint.

55. Beaufort County specifically denies the allegations contained in Paragraph 54 of the Plaintiff's Complaint.

56. Beaufort County states that the allegations contained in Paragraph 55 constitute statements of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 55 of Plaintiff's Complaint.

57. Beaufort County specifically denies the allegations contained in Paragraph 56 of Plaintiff's Complaint.

SIXTH CAUSE OF ACTION: UNJUST ENRICHMENT AND BREACH OF SOUTH CAROLINA CODE §2-532 REPORTING ANTI-COMPETITIVE PRACTICES

58. Beaufort County admits or denies the allegations contained in Paragraph 57 of Plaintiff's Complaint as previously admitted or denied.

59. Beaufort County specifically denies the allegations contained in Paragraph 58 of Plaintiff's Complaint and demands strict proof thereof.

60. Beaufort County specifically denies the allegations contained in Paragraph 59 of Plaintiff's Complaint and demands strict proof thereof.

SEVENTH CAUSE OF ACTION: UNFAIR TRADE PRACTICES AS TO INDIVIDUALS NAMED AS DEFENDANTS IN THIS ACTION

61. Beaufort County admits or denies the allegations contained in Paragraph 60 of Plaintiff's Complaint as previously admitted or denied.

62. Beaufort County specifically denies the allegations contained in Paragraph 61 of Plaintiff's Complaint and demands strict proof thereof.

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63. Beaufort County specifically denies the allegations contained in Paragraph 62 of Plaintiff's Complaint and demands strict proof thereof.

64. Beaufort County specifically denies the allegations contained in Paragraph 64 (No Paragraph 63 in Plaintiff's Amended Complaint) of Plaintiff's Complaint and demands strict proof thereof.

EIGHT CAUSE OF ACTION: CONSPIRACY OF INDIVIDUAL DEFENDANTS

65. Beaufort County admits or denies the allegations contained in un-numbered Paragraph of Plaintiff's Complaint appearing after Paragraph 64 as previously admitted or denied.

66. Beaufort County admits that Stuart Rodman is a County Councilman and specifically denies the remaining allegations contained in Paragraph 65 of Plaintiff's Complaint.

67. Beaufort County expressly and specifically denies the allegations contained in Paragraph 66 of Plaintiff's Complaint and demands strict proof thereof.

68. Beaufort County admits that Joshua Gruber was the Beaufort County Attorney and expressly and specifically denies the remaining allegations contained in Paragraph 67 of Plaintiff's Complaint and demands strict proof thereof.

69. Beaufort County admits that Mitzi Wagner is employed with the Department of Special Needs and expressly and specifically denies the remaining allegations contained in Paragraph 68 of Plaintiff's Complaint and demands strict proof thereof.

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70. Beaufort County admits that Bill Love is employed with the Department of Special Needs and expressly and specifically denies the remaining allegations contained in Paragraph 69 of Plaintiff's Complaint and demands strict proof thereof.

71. Beaufort County specifically denies the allegations contained in Paragraph 70 of Plaintiff's Complaint and demands strict proof thereof.

72. Beaufort County specifically denies the allegations contained in Paragraph 71 of Plaintiff's Complaint and demands strict proof thereof.

73. Beaufort County specifically denies the allegations contained in Paragraph 72 of Plaintiff's Complaint and demands strict proof thereof.

74. Beaufort County specifically denies the allegations contained in Paragraph 73 of Beaufort County and demands strict proof thereof.

75. Beaufort County specifically denies the allegations contained in Paragraph 74 of Plaintiff's Complaint and demands strict proof thereof.

76. Beaufort County specifically denies the allegations contained in Paragraph 75 of Plaintiff's Complaint and demands strict proof thereof.

77. Beaufort County specifically denies the allegations contained in Paragraph 76 of Plaintiff's Complaint and demands strict proof thereof.

78. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 77 of Plaintiff's Complaint.

79. Beaufort County specifically denies the allegations contained in Paragraph 78 of Plaintiff's Complaint and demands strict proof thereof.

80. Beaufort County specifically denies the allegations contained in Paragraph 79 of Plaintiff's Complaint and demands strict proof thereof.

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81. Beaufort County admits that it awarded a cleaning contract to Plaintiff in 2010 and denies for lack of knowledge the remaining allegations contained in Paragraph 80 of Plaintiff's Complaint.

82. Beaufort County admits that it informed Plaintiff of 10% cost reduction for the existing contract as was permissible by the contract's terms and relevant regulations and denies for lack of knowledge the remaining allegations contained in Paragraph 81 of Plaintiff's Complaint.

83. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 82 of Plaintiff's Complaint.

84. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 83 of Plaintiff's Complaint.

85. Beaufort County admits that three companies submitted bids and denies for lack of knowledge the remaining allegations contained in Paragraph 84 of Plaintiff's Complaint.

86. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 85 of Plaintiff's Complaint.

87. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 86 of Plaintiff's Complaint and defers to the alleged email for the contents thereof.

88. Beaufort County denies for lack of knowledge the allegations contained in Paragraph 87 of Plaintiff's Complaint.

89. Beaufort County specifically denies the allegations contained in Paragraph 88 of Plaintiff's Complaint including subparts a – f and demands strict proof thereof.

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90. Beaufort County specifically denies the allegations contained in Second Paragraph 88 of Plaintiff's complaint and demands strict proof thereof.

91. Beaufort County specifically denies the allegations contained in Paragraph 89 of Plaintiff's Complaint and demands strict proof thereof.

92. Beaufort County states that the allegations contained in Paragraph 90 do not constitute an allegation against Beaufort County to which a response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in Paragraph 90 of Plaintiff's Complaint.

93. Beaufort County specifically denies the allegations contained in Paragraph 91 of Plaintiff's Complaint and demands strict proof thereof.

NINTH CAUSE OF ACTION: ASSAULT OF MINOR

94. Beaufort County admits or denies the allegations contained in Paragraph 92 of Plaintiff's Complaint as previously admitted or denied.

95. Beaufort County specifically denies the allegations contained in Paragraph 93 of Plaintiff's Complain including subparts a – f and demands strict proof thereof.

96. Beaufort County specifically denies the allegations contained in Paragraph 94 of Plaintiff's Complaint and demands strict proof thereof.

97. Beaufort County specifically denies the allegations contained in Paragraph 95 of Plaintiff's Complaint and demands strict proof thereof.

98. Beaufort County specifically denies the allegations contained in Paragraph 96 of Plaintiff's Complaint and demands strict proof thereof.

99. Beaufort County specifically denies the allegations contained in Paragraph 97 of Plaintiff's Complaint and demands strict proof thereof.

100. Beaufort County states that the allegations contained in un-numbered Paragraph after Paragraph 97 constitute statements of law to which no response is necessary or appropriate. To the extent a response is deemed necessary, Beaufort County specifically denies the remaining allegations contained in un-numbered Paragraph after Paragraph 97 of Plaintiff's Complaint.

101. Beaufort County specifically denies the allegations contained in Paragraph 98 of Plaintiff's Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE
(Statute of Limitations)

102. That, upon information and belief, the Plaintiff has failed to bring this action within the applicable statute of limitations period and is therefore not entitled to recovery of any damages whatsoever.

FOR A THIRD DEFENSE
(Insufficiency of Service of Process)

103. That Plaintiff has failed to serve a number of the Defendants named herein in a manner consistent with the methods of service contained in Rule 4 SCRCP.

FOR A FOURTH DEFENSE
(Failure to State a Claim Upon Which Relief can be Granted)

104. That the Plaintiff has failed to state a claim upon which relief can be granted.

FOR A FIFTH DEFENSE
(South Carolina Tort Claims Act)

105. That the South Carolina Tort Claims Act, S.C. Code Sec. 15-78-10, *et seq.*, provides for immunity from liability and suit for any tort, except as waived by the

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Chapter, for the State and political subdivisions. Beaufort County is an agency of the State of South Carolina, and thus, it and its employees are entitled to the immunity provided for political subdivisions by the Tort Claims Act.

FOR A SIXTH DEFENSE
(South Carolina Tort Claims Act)

106. That the South Carolina Tort Claims Act S.C. Code Sec. 15-78-60(2) precludes liability for administrative action or inaction of a legislative, judicial or quasi-judicial nature.

FOR A SEVENTH DEFENSE
(South Carolina Tort Claims Act)

107. That the South Carolina Tort Claims Act S.C. Code Sec. 15-78-60(4) precludes liability for the adoption, enforcement or compliance with any law or failure to adopt or enforce any law, whether valid or invalid, including, but not limited to, any charter, provision, ordinance, resolution, rule, regulation or written policies.

FOR AN EIGHTH DEFENSE
(South Carolina Tort Claims Act)

108. That the South Carolina Tort Claims Act S.C. Code Sec. 15-78-60(5) precludes liability arising from the exercise of discretion or judgment by a government entity or the performance or failure to perform any act or service which is in the discretion or judgment of the government entity.

FOR A NINTH DEFENSE
(No Liability for Punitive Damages)

109. That the South Carolina Tort Claims Act S.C. Code Sec. 15-78-120(b) prohibits any award of punitive or exemplary damages.

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FOR A TENTH DEFENSE
(Lack of Proximate Causation)

110. That the damages suffered by Plaintiff were not proximately caused by any action or omission by Beaufort County.

FOR AN ELEVENTH DEFENSE
(Failure to Exhaust Administrative Remedies)

111. That the Plaintiff has failed to exhaust available administrative remedies prior to the filing of this action and is therefore barred.

FOR A TWELFTH DEFENSE
(Laches)

112. That the Plaintiff's claims are barred by the doctrine of laches.

FOR A THIRTEENTH DEFENSE
(Unclean Hands)

113. That the Plaintiff's claims are barred by the doctrine of unclean hands.

FOR A FOURTEENTH DEFENSE
(Reservation of Additional Defenses)

114. Beaufort County reserves the right to assert any additional and further defenses that may be revealed by information obtained during the course of investigation and discovery as consistent with the South Carolina Rules of Civil Procedure.

PRAYER

WHEREFORE, having fully answered Plaintiff's Amended Complaint in this matter, Beaufort County respectfully prays:

a. That Plaintiff's claims be dismissed;
b. That Plaintiff take nothing by reason of this suit;
c. That the Defendant recover its costs and attorney fees herein;
d. For trial by jury, and
e. For any such further relief to which it may be entitled.

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BARNWELL WHALEY PATTERSON
AND HELMS, LLC

By: /s/ M. Dawes Cooke, Jr.
M. Dawes Cooke, Jr. (SC Bar #1376)
Christopher M. Kovach (SC Bar #79158)
P.O. Drawer H (29402)
288 Meeting Street, Suite 200
Charleston, SC 29401
(843) 577-7700
Counsel for Defendants

Dated: March 1, 2017
Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the DEFENDANT'S ANSWER TO AMENDED COMPLAINT was served upon all counsel of record via ECF filing and U.S. Mail on this 1st day of March, 2017.

ATTORNEY FOR PLAINTIFF:
Lauren Martel, Esq.
2 Corpus Christi Place, Suite 200
Professional Building
Hilton Head Island, SC 29928

s/ M. Dawes Cooke, Jr.
M. Dawes Cooke, Jr. (SC Bar #1376)

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ELECTRONICALLY FILED - 2017 Mar 15 1:14 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE 14TH CIRCUIT COURT

CASE NO. 2016-CP-07-01825

Steven Craig Molloy, and Island Group Inc. DBA Carolina Cleaning

_____,

Plaintiffs,

vs.

Beaufort County;

Gary Kubic, Individually, and as Beaufort County Administrator;

Josh Gruber, Individually and as former Beaufort County In-House Attorney;

Bryan Hill, Individually and as former Beaufort County Deputy Administrator;

Shannon Loper, Individually, and as employee of the Beaufort County Parks and Leisure;

Stu Rodman, Finance Chair of Beaufort County Council;

Dave Thomas, Procurement Director Beaufort County, SC.

_____,

Defendants.

PRIORITY MATTER
EMERGENCY HEARING REQUESTED

PLAINTIFFS' MOTION FOR TEMPORARY INJUNCTION AND TEMPORARY RESTRAINING ORDER

The Plaintiffs, move the Court for a temporary injunction and a temporary restraining order ("TRO") restraining and preventing the Defendants from, (a) using the Plaintiff confidential information; (b) bid rigging within the County using confidential information; (c) diverting tax money or co-mingling tax money used for Commercial Cleaning for Beaufort

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County with the DSN program; and (d) Ordering an Audit of these programs and/or a forensic accounting. The grounds for this Motion are that:

1. Plaintiffs were the exclusive commercial clean for Beaufort County and his confidential bid information was used against him and other bidders when Beaufort County voted to give the Commercial Clean Contracts to DSN.

2. Plaintiffs have supporting Affidavits and supporting documents that are attached to this Motion.

3. Plaintiffs have proof that the DSN program is not using the different companies for the programs as asserted to the Federal Labor Department. The Plaintiff asked for all years of the applications for Federal Money by Beaufort County and only the year 2013 came back as filed.

4. That due to the imminent burden to the County by the over-extended funds and failure to disclose the proper paperwork. See Affidavit of Island Car Wash and Merry Maids, this is an overwhelming irreparable injury to the Plaintiff. Therefore, he is informed that pursuant to Rule 66 of the SCRCP that a receiver be appointed by this Court together with all further equitable relief as this Court may award. The Receiver should assume all administration of overseeing a full accounting of this Program and coordinate with the Beaufort County office(s), to get a transparent and clear picture of the allocation of funds.

5. The Plaintiff is informed and believes that the office of Beaufort County has a duty to exercise a: fiduciary-like relationship with the taxpayer and to have management responsibilities to oversee the accounting of funds and state funds and to be aware of the law and to enforce it. Also, to make sure PUBLIC HEALTH, PUBLIC SAFTEY and RESOURSES, TAXPAYERS, CITIZENS are protected. The Plaintiff is informed that this contract entered into by Beaufort County Council is so ambiguous and vague, subjective; lacks integrity

cannot possibly be competently overseen and allows for the potential for such serious fraud that this Plaintiff will be and has already been irreparablyharmed.

6. That while the Plaintiff is informed and believes that the underlying Complaint in this matter ultimately he will be entitled to statutory and or common law relief and all other remedies and relief available to him, he seeks interim / Temporary relief and Injunction from the Court under ***S.C.R.C.P 65 and 66.***

7. The Plaintiff is entitled to seek a TRO without Notice to Defendants pursuant to Rule 65, as he is suffering extensive irreparable injury including but not limited to consequences and damages before notice can be served and a hearing take place. The Defendants have refused to use due diligence in the operation of this "plan" and the implementation and there is literally no meaningful way to oversee these "programs". This must stop immediately.

8. The trial court enters a temporary injunction within its discretion. ***Gilley vs. Gilley, 327 S.C. 8, 11-12, 480 S.E.2d 310, 312 (1997); Peek vs. Spartanburg Regional Healthcare Sys., 367 S.C. 450, 454, 626 S.E.2d 34, 36 (Ct. App. 2005).*** The questions of irreparable harm and an inadequate remedy at law, both of which must be found to justify temporary injunctive relief, are not decided by narrow and artificial rules but rather are reviewed on the facts of each particular case. ***Kirk vs. Clark, 191 S.C. 205, 211, 4 S.E.2d 13, 16 (1939); Peek, 367 S.C. at 455, 626 S.E.2d at 36-37.*** The activities of the Defendants in this case to promote this program as something it really is not and to facilitate reckless and dangerous activities placing Mr. Molloy in harm which could be irreparable is enough to cause a

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temporary Cease to this Program. When faced with a similar situation in the healthcare industry, the South Carolina Court of Appeals affirmed the grant of a temporary injunction. In the Peek case, a hospital system in Spartanburg planned to revoke a physician's privileges effectively ending her anesthesia practice. The trial court granted a temporary injunction. The healthcare system immediately appealed claiming there were adequate remedies at law and insufficient evidence of irreparable harm. The Court of Appeals affirmed the temporary injunction finding that the doctor's fourteen-year practice with hundreds of patients would be brought to an abrupt halt and lead to customers necessarily leaving and being unable to continue to refer and receive services from the physician pending the outcome of lawsuit. ***Peek, 367 S.C. at 455-456, 626 S.E.2d***

9. An injunction is necessary to maintain the status quo and to protect Plaintiffs from irreparable harm.

This motion is more fully supported by, Affidavits and attached documents filed herewith. This motion is made pursuant to *S.C.R.C.P. Rule 65 and 66.*

WHEREFORE:

Wherefore, Plaintiff prays:

1. Initially inquire into issues presented by the Plaintiffs in addition to the interim relief issue any Ex Parte relief as may be just and proper; ORDER and accounting of the money and appoint a receiver to do a forensic audit;

2. Set a hearing as soon as possible, for the TRO / Temporary Injunction and Appointment of a Receiver, after Notice to the Defendants, for a minimum of 2-3 hours to hear any

further argument or review any further supporting documentation.

3. Maintain Jurisdiction over all parties and subject matter at hand;
4. Allow the Plaintiff after further proceedings and efforts and discovery to revise and/or amend the pleadings so as to provide a full and final disposition of any and all claimed remedies that might be sought;
5. Without limit, allow the Plaintiff any and all further remedies and/or relief to which he and his family might be entitled, and
6. Grant and allow any and all such yet to be determined rights and remedies that the Court might deem Just and Proper.

s/ Lauren Martel

Lauren L. Martel
2 Corpus Christi Place
Suite 200 The Professional Building
Hilton Head Island, South Carolina 29928
(843) 298-3831

Attorney for Plaintiffs

February 14, 2017

Beaufort, South Carolina

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ELECTRONICALLY FILED - 2017 Apr 06 2:52 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NO.: 2016-CP-07-01825
STEPHEN CRAIG MOLLOY and ISLAND GROUP INC., d/b/a CAROLINA CLEANING;	)	**AFFIDAVIT OF LIEUTENANT BRIAN BAIRD IN OPPOSITION TO PLAINTIFFS' MOTION FOR TEMPORARY INJUNCTION AND TEMPORARY RESTRAINING ORDER**
Plaintiffs,	)	
vs.	)	
BEAUFORT COUNTY; GARY KUBIC, Individually and as Beaufort County Administrator; JOSH GRUBER, Individually and as former Beaufort County In-House Attorney; BRYAN HILL, Individually and as former Beaufort County Deputy Administrator; SHANNON LOPER, Individually and as Employee of the Beaufort County Parks and Leisure; STU RODMAN, as Finance Chair of the Beaufort County Council; and DAVE THOMAS, Procurement Director for Beaufort County, South Carolina,	)	
Defendants.	)	

1. I am an adult individual and resident of Beaufort County, South Carolina.

2. I have personal knowledge of the facts set forth herein.

3. I am presently a Lieutenant in the Beaufort County Sheriff's Office, in investigations.

4. I have reviewed Plaintiffs' Amended Verified Complaint in this matter.

5. In their Amended Verified Complaint, Plaintiffs claim that I failed to properly investigate a claim of an assault upon Plaintiff Stephen Craig Molloy's minor child by Defendant Bryan Hill.

6. Specifically, Mr. Molloy accused Mr. Hill of throwing a basketball at his son.

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7. Mr. Molloy's son did not sustain any injuries because of this alleged incident and did not seek medical attention.

8. I was informed that Mr. Molloy had made such a claim and conducted a preliminary investigation, including interviewing relevant persons.

9. Mr. Molloy claimed there were numerous witnesses to this incident; however, he refused to provide me with any names of the alleged witnesses, so I was not able to interview them.

10. Due to Mr. Molloy's refusal to cooperate and provide names and information, I was unable to determine if there was a basis for his allegation against Mr. Hill.

11. When I asked Mr. Molloy to file an official complaint he repeatedly refused to do so. Therefore, there is no report, because Mr. Molloy chose not to make one.

12. When I spoke to Mr. Molloy, although he was ostensibly interested in discussing an alleged assault upon his son, Mr. Molloy frequently brought up the subject of a cleaning contract between Beaufort County and Island Group Inc., d/b/a Carolina Cleaning.

13. I informed Mr. Molloy that the Beaufort County Sheriff's Office had nothing to do with his cleaning contract and that I was trying to look into his allegation of assault. Mr. Molloy implied he would see what happened with the cleaning contract before he decided about making the assault complaint.

14. To date, Mr. Molloy has never filed a formal assault complaint.

FURTHER THE AFFIANT SAYETH NOT!

Brian Baird

Sworn to and Subscribed to before
me this 5th day of April, 2017.

Notary Public for South Carolina
My Commission Expires:

JEFF DOWLING
Notary Public, State of South Carolina
My Commission Expires 8/1/2022

ELECTRONICALLY FILED - 2017 Apr 06 3:21 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-07-01825
STEPHEN CRAIG MOLLOY and ISLAND GROUP INC., d/b/a CAROLINA CLEANING; Plaintiffs, vs. BEAUFORT COUNTY; GARY KUBIC, Individually and as Beaufort County Administrator; JOSH GRUBER, Individually and as former Beaufort County In-House Attorney; BRYAN HILL, Individually and as former Beaufort County Deputy Administrator; SHANNON LOPER, Individually and as Employee of the Beaufort County Parks and Leisure; STU RODMAN, as Finance Chair of the Beaufort County Council; and DAVE THOMAS, Procurement Director for Beaufort County, South Carolina, Defendants.	)	**AFFIDAVIT OF SHANNON LOPER IN OPPOSITION TO PLAINTIFFS' MOTION FOR TEMPORARY INJUNCTION AND TEMPORARY RESTRAINING ORDER**

1. I am an adult individual and resident of Beaufort County, South Carolina.

2. I have personal knowledge of the facts set forth herein.

A. <u>General</u>

3. I am presently the Director of the Department of Parks and Leisure Services ("PALS") of Beaufort County, South Carolina.

4. I have held that position with Beaufort County since July 30, 2016. In 2010, my position with the county was PALS Fiscal Tech and Special Events Coordinator.

5. I was also previously employed by Plaintiff Island Group Inc., d/b/a Carolina Cleaning.

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6. PALS provides a myriad of services and programs at facilities located throughout Beaufort County. In addition to recreational athletic leagues of many types, PALS also offers aquatics programs, after-school, summer camps and programs designed for senior citizens.

7. PALS facilities include: (a) Burton Wells Regional Park (which includes a basketball gymnasium, fitness room, meeting rooms, racquetball courts, locker rooms, a baseball complex, a soccer complex, football fields, walking trails and a dog park); (b) Buckwalter Regional Park (which includes basketball gymnasiums, locker rooms, a skate park, a soccer complex and walking trails); (c) Bluffton Recreation Center (which includes a basketball gymnasium, tennis courts, a multi-use athletic field and T-Ball fields); and (d) Charles "Lind" Brown Activity Center (which includes classrooms, a basketball gymnasium, an outdoor basketball court and an outdoor pool).

8. Under a 2010 contract with Beaufort County, PALS' facilities were cleaned by Plaintiff Island Group Inc., d/b/a Carolina Cleaning.

9. Plaintiff Island Group Inc., d/b/a Carolina Cleaning did not provide satisfactory services in the cleaning of PALS' facilities.

10. On numerous occasions, PALS had various difficulties with Plaintiff Island Group Inc., d/b/a Carolina Cleaning not fulfilling its cleaning obligations.

11. PALS encountered numerous occasions when Plaintiff Island Group Inc., d/b/a Carolina Cleaning failed to provide proper cleaning of its facilities.

12. I believe that, on numerous occasions, Plaintiff Island Group Inc., d/b/a Carolina Cleaning did not clean PALS' facilities for the full time that it claimed.

13. Additionally, Plaintiff Island Group Inc., d/b/a Carolina Cleaning was not willing to make changes to reflect seasonal changes in the use of PALS' facilities. For example, PALS' indoor basketball facilities are not as heavily used in spring months, when basketball leagues are not playing. However, Plaintiff Island Group Inc., d/b/a Carolina Cleaning refused to reduce its services in those months to reflect that the need for cleaning was not the same as it might be in other months.

14. At times, PALS' personnel had to clean facilities themselves because Plaintiff Island Group Inc., d/b/a Carolina Cleaning had failed to properly clean them.

15. Overall, Plaintiff Island Group Inc., d/b/a Carolina Cleaning's performance of cleaning duties at PALS facilities was deficient and was detrimental to Beaufort County taxpayers.

FURTHER THE AFFIANT SAYETH NOT!

Shannon Loper

Sworn to and Subscribed to before
me this 6th day of April, 2017.

Notary Public for South Carolina
My Commission Expires: 10/13/202

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-07-01825
STEPHEN CRAIG MOLLOY and ISLAND GROUP INC., d/b/a CAROLINA CLEANING; Plaintiffs, vs. BEAUFORT COUNTY; GARY KUBIC, Individually and as Beaufort County Administrator; JOSH GRUBER, Individually and as former Beaufort County In-House Attorney; BRYAN HILL, Individually and as former Beaufort County Deputy Administrator; SHANNON LOPER, Individually and as Employee of the Beaufort County Parks and Leisure; STU RODMAN, as Finance Chair of the Beaufort County Council; and DAVE THOMAS, Procurement Director for Beaufort County, South Carolina, Defendants.	)	**AFFIDAVIT OF WILLIAM LOVE IN OPPOSITION TO PLAINTIFFS' MOTION FOR TEMPORARY INJUNCTION AND TEMPORARY RESTRAINING ORDER**

1. I am an adult individual and resident of Beaufort County, South Carolina.

2. I have personal knowledge of the facts set forth herein.

A. <u>General</u>

3. I am presently the Director of the Disabilities & Special Needs Department of Beaufort County, South Carolina ("DSN").

4. I have held that position with Beaufort County since August of 2015.

5. Prior to holding this position, I served as Deputy Director and as Director of the Adult Day Program. I began working with DSN in August 2008.

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6. The Mission Statement of the Beaufort County DSN is: "To provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community."

7. Among the services DSN provides to individuals with disabilities or special needs ("consumers") are residential services, day program services, waiver services, respite services, job coach services, early intervention services, family support services and Camp Treasure Chest and after school programs, among others.

8. DSN also provides people with disabilities, including intellectual disabilities, mental health, and traumatic brain injury, among others, assistance with obtaining and maintaining employment through various approaches.

9. The focus of the DSN employment program is:

- The creation of jobs for people with disabilities
- Job selection and placement that focuses on the individual's abilities and desires
- Training to assist in the job field selected and in the specific job for which an individual is hired
- Stabilization when the job is obtained including all aspects of the job
- Proactive follow along to ensure that the individual meets the employer needs and the job is a good fit for the individual
- Transitional services to assist individuals in being introduced or adjusting to DSN services that are available

10. DSN actually employs 26 consumers who work on janitorial crews which provide services to Beaufort County as part of its employment program.

11. Because of some disability limitations of some individuals, federal law permits them to be paid amounts less than the prevailing minimum wage, to facilitate their employment opportunities.

12. In this respect, some DSN consumers have provided janitorial services for Beaufort County, as part of the job training and employment program.

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13. The DSN consumers who performed janitorial work for Beaufort County were paid by county funds.

14. Beaufort County was and is not compensated by the federal government for wages paid to DSN consumers who performed janitorial work for the County.

15. Beaufort County and DSN comply with all state and federal laws in connection with the employment of DSN consumers.

16. The employment of DSN consumers to perform janitorial work serves the public interest in several ways. First, it permits individuals with special needs to obtain employment in a safe, supervised environment, and to eventually become tax paying citizens. These individuals receive pay for their work in accordance with the law and also benefit from having a sense of purpose. Additionally, this program benefits the taxpayers of Beaufort County by providing cost savings.

17. Contrary to Plaintiffs' allegations in this lawsuit, DSN consumers involved in the provision of janitorial services are not "exploited."

18. Attached hereto as collective Ex. A are true and correct copies of U.S. Department of Labor, Wage and Hour Division Certificates Authorizing Special Minimum Wage Rates Under Section 14(c) of the Fair Labor Standards Act for, *inter alia*, DSN consumers working for Beaufort County. These certificates include DSN consumers in providing janitorial services to Beaufort County.

19. In completing this form, DSN obtained information regarding prevailing wages for similar work in the area from several private companies.

20. Beaufort County and DSN have complied with federal law in connection with the wages paid to DSN consumers for janitorial work.

21. The federal government's only involvement with the payment of DSN consumers providing janitorial work to Beaufort County is approving the payment of wages below the prevailing minimum wage.

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22. At no time did DSN or Beaufort County instruct or direct Island Group Inc., d/b/a Carolina Cleaning to hire special needs individuals or DSN consumers, although it may have encouraged Carolina Cleaning to voluntarily provide opportunities for DSN consumers.

23. The DSN's program of employing consumers for janitorial work has been the subject of extensive auditing by the South Carolina Department of Disabilities and Special Needs. Attached hereto as Ex. B is a true and correct copy of a May 23, 2016 Special Request Audit of the program for the employment of DSN consumers.

24. Although this state audit noted a previously unknown deficiency in that DSN mistakenly had not paid wages for travel time, it also noted that the rates of pay for DSN's consumers was compliant with the law, if not in excess of what the law required (emphasis added):

> BCDSNB obtained commensurate wages from at least three different companies and used the HIGH wage rate even though they could legally average the three wage rates. *This benefited all consumers*. As an example, the commensurate wage rate for janitorial tasks used by the Provider is 20% higher than if BCDSNB used an average wage rate.

25. All audits of the DSN programs at issue in this lawsuit have disclosed that Beaufort County and DSN complied with all governing laws and that the consumers involved were well cared for and were not exploited.

26. Attached hereto as Exhibit C is a true and correct copy of a March 30, 2017 audit of DSN by the United States Department of Labor, Wage & Hour Division. This audit did note some issues (including the issue relating to travel time wages identified in the state audit):

> 1. The firm failed to obtain accurate prevailing wage rate information for some of the jobs being performed by the consumers in some instances due to the fact the firm used rates of pay for inexperienced workers to compute the prevailing wage rates rather than using rates of pay for experienced workers.

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2. The firm failed to record and pay for all hours worked when compensable travel time between establishments was not considered hours worked by the firm.

3. The failure to properly compensate employees for travel time between establishments during the course of the work day led to underpayment of38 workers, and resulted in FLSA section 14(c) subminimum wage and recordkeeping violations.

The report noted that DSN was working to correct deficiencies, including paying back wages.

27. At various times, Island Group Inc., d/b/a Carolina Cleaning was responsible for cleaning DSN facilities in Beaufort County.

28. Plaintiff Island Group Inc., d/b/a Carolina Cleaning did not provide satisfactory services in the cleaning of DSN's facilities.

29. On numerous occasions, DSN had various difficulties with Plaintiff Island Group Inc., d/b/a Carolina Cleaning not fulfilling its cleaning obligations.

30. DSN encountered numerous occasions when Plaintiff Island Group Inc., d/b/a Carolina Cleaning failed to provide proper cleaning of its facilities.

31. Overall, Plaintiff Island Group Inc., d/b/a Carolina Cleaning's performance of cleaning duties at DSN facilities was deficient and was detrimental to Beaufort County taxpayers.

32. I have reviewed the Affidavit Statement by Edward Wilmerding of Merry Maids that Plaintiffs have filed in this lawsuit.

33. I do not know Mr. Wilmerding. To my knowledge, DSN was not involved with Merry Maids.

B. <u>Factual Inaccuracies in Plaintiff Molloy's Affidavit</u>

34. I have reviewed the Affidavit of Craig Molloy submitted in this matter.

35. In his Affidavit, Mr. Molloy states: "Evidence shows BC's intentions were not for the development of skills for the people, rather to make money and they used confidential bidding and other information including forcing the special needs

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participants into the 'cleaning enclave' which equaled more monies as the costs increased to operate the program which in-turn led to BC's profit."

36. This is not true. DSN never used confidential information in the bidding process. It has never forced special needs individuals into this employment program. Finally, while the employment of DSN consumers has served the dual purposes of benefitting those consumers and providing savings to Beaufort County taxpayers, this has not been the result of any improper conduct by DSN.

37. DSN has never obtained or improperly used any confidential information of Mr. Molloy or his company, Island Group Inc., d/b/a Carolina Cleaning.

38. DSN has never engaged in any collusive conduct or "bid rigging."

39. Mr. Molloy also states in his Affidavit that: "This placed BC in a position to receive (3 and 4 to1) reimbursements from the State and Federal Government under Medicaid, based on the costs to operate this program."

40. This is also untrue. Beaufort County does not receive any reimbursements from the state or federal government through Medicaid for the employment of DSN consumers to perform janitorial work.

41. Mr. Molloy further claims in his Affidavit that: "The program operators, in this case BC - DSN /Pals are required to follow stringent Federal requirements, which did not happen." However, DSN has fully complied with all federal requirements.

42. In his Affidavit, Mr. Molloy also says that: "Public Beaufort County meeting minutes show the Director of DSN stating 'we have found a great way to make money' and 'its (sic) like winning the lottery' and refers to the significant financial gain as 'the big apple'." Plaintiff also attaches a single page from the minutes for the February 16, 2016 meeting of the Beaufort County Disabilities and Special Needs Advisory Board.

43. This is inaccurate for several reasons. First, the quoted language was not spoken by me. Rather, these words were spoken by Erin Womack, who was at the meeting to answer some questions by Board members.

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44. Second, none of the language cited by Mr. Molloy had any reference to the employment of DSN consumers to perform janitorial work. Instead, Ms. Womack was speaking about certain waivers that permitted additional federal money to be paid to the families of severely disabled individuals for their care. Again, the "lottery" and "big apple" statements had **nothing** to do with either the employment of DSN individuals or the payment of federal money to Beaufort County.

45. Attached hereto as Ex. D is a true and correct copy of the entire minutes for the February 16, 2016 meeting of the Beaufort County Disabilities and Special Needs Advisory Board.

FURTHER THE AFFIANT SAYETH NOT!

Bill Love

Bill Love

Sworn to and Subscribed to before
me this 6th day of April, 2017.

Janice N. Beach
Notary Public for South Carolina
My Commission Expires: 5/29/2025

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U.S. Department of Labor
Wage and Hour Division
National Certification Program - S14
230 South Dearborn Street, Room 514
Chicago, Illinois 60604

CERTIFICATE AUTHORIZING SPECIAL MINIMUM WAGE RATES UNDER SECTION 14(c) OF THE FAIR LABOR STANDARDS ACT

Certificate Number: **04-04314-S-044**

BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS
100 CLEAR WATER WAY
BEAUFORT, SC 29906

For Branch Location:

BEAUFORT COUNTY DEPT OF DISABILITIES
100 CLEAR WATER WAY
Beaufort, SC 29906

Type of Certificate:

Community Rehabilitation Program (Work Center)

This special certificate authorizes the employment of workers with disabilities in accordance with the requirements of 29 CFR Part 525, effective **02/01/2016**.

This certificate will remain in effect until **01/31/2018** provided that all applicable provisions of the Fair Labor Standards Act, the Walsh-Healey Public Contracts Act, the McNamara-O'Hara Service Contract Act, and the Contract Work Hours and Safety Standards Act and the regulations issued pursuant thereto are fully complied with. If an application for renewal has been properly and timely filed with the Wage and Hour Division prior to **01/31/2018**, this special minimum wage certificate will remain in effect until the application for renewal has been granted or denied.

The enclosed certificate does not constitute a statement of compliance by the Department of Labor nor does it convey a good faith defense to the employer should violations of the Fair Labor Standards Act, the Walsh-Healey Public Contracts Act, the McNamara-O'Hara Service Contract Act, or the Contract Work Hours and Safety Standards Act occur.

Please contact the following Wage Specialist should you have any questions regarding the issuance of this certificate:

Name of wage specialist: **Griselda Martinez** Phone: **312-596-7027**

See the reverse of this certificate and the applicable regulations for further information.

NOTICE TO WORKERS WITH DISABILITIES PAID AT SPECIAL MINIMUM WAGES

The Fair Labor Standards Act (FLSA) provides that workers with disabilities whose disabilities impair their ability to perform the type of work being done in the establishment may be employed at wage rates below the minimum otherwise required by the FLSA. Such employment is permitted only under certificates issued by the Department of Labor and must reflect the productivity of the individual worker as related to the productivity of a worker who does not have disabilities for the work being performed, and the wages being paid to experienced workers performing the same or similar work in the vicinity. Such wages are referred to as "commensurate wage rates." This establishment has a certificate authorizing the payment of commensurate wages to workers with disabilities. Workers who do not have disabilities for the work being performed, including workers who may otherwise have disabilities, must receive at least the statutory minimum wage.

For purposes of payment of commensurate wages under a certificate, a worker with a disability is defined as an individual whose earning or productive capacity is impaired by a physical or mental disability, including those relating to age or injury, for the work to be performed. Disabilities which may, but will not necessarily, affect productive capacity include blindness, mental illness, mental retardation, cerebral palsy, alcoholism, and drug addiction. The following, taken by themselves, do not constitute disabilities for purposes of paying commensurate wages: educational disabilities, chronic unemployment, receipt of welfare benefits, nonattendance at school, juvenile delinquency, and correctional parole or probation.

Each worker with a disability, and where appropriate, the parent or guardian of such worker, shall be informed orally and in writing by the employer of the terms of the certificate under which such worker is employed.

Complaints or questions regarding the terms and conditions of employment under a certificate may be directed to the Wage and Hour Division, U.S. Department of Labor. Action will be taken to address an individual's concerns, including where appropriate, a formal investigation of the employer. Workers with disabilities paid at special minimum wages may also petition the Administrator of the Wage and Hour Division of the U.S. Department of Labor for a review of their wage rates by an Administrative Law Judge. No particular form of petition is required, except that it must be signed by the worker with a disability or his or her parent or guardian and should contain the name and address of the employer. Petitions should be mailed to: Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Wage and Hour Representative: **Nicole Howard**

Title: **Certification Program Manager**

Date Certificate Printed: **01/07/2016**

Cert. ID: 196417

Form WH-228
Rev. January 2002

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ELECTRONICALLY FILED - 2017 Apr 06 3:13 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

1. **COMMENSURATE WAGE RATES**
   a. **PIECE RATE PAYMENTS.** Workers with disabilities (including patient workers in hospitals or institutions) employed on a piece rate basis must be paid not less than the prevailing piece rate paid experienced employees who do not have disabilities for the work to be performed engaged in essentially the same type of work in the vicinity. In the absence of established piece rates for similar work, time studies or other tests may be used to establish piece rates.
   b. **HOURLY RATE PAYMENTS.** Workers with disabilities (including patient workers in hospitals or institutions) employed on an hourly rate basis must be paid wage rates at least commensurate with the prevailing hourly wage rate paid experienced employees who do not have disabilities for the work to be performed in the vicinity for essentially the same type, quality and quantity of work.
2. **CONTRACTS SUBJECT TO THE McNAMARA-O'HARA SERVICE CONTRACT ACT.**
   1. This certificate extends authority to pay commensurate wages to workers with disabilities performing work subject to the McNamara-O'Hara Service Contract Act (SCA) but not less than the minimum wage rates specified below:
      a. **MINIMUM WAGE.** The SCA wage determination incorporated in a service contract with the Federal Government or the District of Columbia will specify the prevailing minimum wage rates and fringe benefits which are to be paid to each of the classes of service employees performing covered SCA contract work or work necessary to the performance of the contract. Workers with disabilities shall be paid commensurate wage rates based on the applicable SCA wage determination.
      b. **FRINGE BENEFITS.** All workers with disabilities who perform work on contracts subject to the SCA or who perform work necessary to the performance of the contract shall be paid fringe benefits in full as stated on the applicable SCA wage determination and in accordance with the provisions of 29 CFR Part 4.
      c. **VIOLATIONS OF THE SCA PROVISIONS.** Failure to comply with these SCA provisions may result in the withholding of funds to cover unpaid wages and debarment from future Federal contracts.
      d. **COVERAGE OF OTHER EMPLOYEES.** If a certificate holder is providing any services (other that linen supply service), subject to the SCA, those workers in the establishment in which the services are being performed who are not performing the service work must be paid in accordance with the applicable provisions of the FLSA. This holds true even where the non-service work would not otherwise be subject to the FLSA. Any questions regarding this requirement should be addressed to the nearest office of the Wage and Hour Division.
3. **OVERTIME REQUIREMENTS.**
   a. **FAIR LABOR STANDARDS ACT (FLSA).** Persons covered by this Act, unless exempt, shall be paid not less than ONE AND ONE-HALF TIMES THEIR REGULAR RATES OF PAY AFTER 40 HOURS OF WORK IN A WORKWEEK.
   b. **WALSH-HEALEY PUBLIC CONTRACTS ACT (PCA).** Persons covered by this Act, unless exempt, shall be paid not less than ONE AND ONE-HALF TIMES THEIR REGULAR RATES OF PAY AFTER 40 HOURS IN A WORKWEEK.
   c. **McNAMARA-O'HARA SERVICE CONTRACT ACT (SCA).** Persons covered by this Act, unless exempt, shall be paid overtime in accordance with the terms of the FLSA or the Contract Work Hours and Safety Standards Act (CWHSSA) for all hours worked over forty in a workweek.
4. **RECORD KEEPING REQUIREMENTS.** In addition to the records required by Regulations 29 CFR Part 516, each certificate holder shall keep those records required by Regulations 29 CFR Part 525.16, as applicable, including but not limited to:
   a. **DISABILITY** - showing the nature of the disability of each worker employed at a commensurate wage.
   b. **PRODUCTIVITY** - showing the productivity of each worker with a disability or patient worker on a continuing basis or at periodic intervals (not to exceed 6 months in the case of workers paid hourly wage rates), including documents explaining how the productivity of the workers with disabilities not paid a piece rate is determined.
   c. **PREVAILING WAGE RATES** paid in the vicinity to experienced workers who do not have disabilities for the work to be performed (updated at least every 12 months).
   d. **PRODUCTION STANDARDS** and supporting documentation, including work measurements.
5. **CHILD LABOR.** Minors younger than 18 years of age must be employed in accordance with the child labor provisions of the FLSA. No person under 16 may be employed in manufacturing or processing or on a PCA contract.
6. **COMPLIANCE WITH HIGHER STANDARDS.** No provisions of this certificate shall excuse noncompliance with any other Federal, State, or local law or ordinance establishing higher standards.
7. **REVIEW OR CANCELLATION.** This certificate is issued without prejudice to the rights of any party to petition for review as provided in Regulation 29 CFR Part 525. The terms of this certificate may be amended for cause upon the request of the certificate holder, or worker with a disability or the parent or guardian of such worker or upon the initiative of the Administrator or the Administrator's authorized representative. This certificate is revocable by the Administrator or the Administrator's authorized representative for cause.
8. **EXPIRATION.** This certificate will expire on the date indicated as will the employer's authority to pay special minimum wages to workers with disabilities unless an application for renewal is properly and timely filed with the Wage and Hour Division prior to the expiration date. If a renewal application is properly and timely filed with the Wage and Hour Division, the certificate will remain in effect until the renewal has been granted or denied.

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U.S. Department of Labor
Wage and Hour Division
National Certification Program - S14
230 South Dearborn Street, Room 514
Chicago, Illinois 60604

Jan 31, 2016

CERTIFICATE AUTHORIZING SPECIAL MINIMUM WAGE RATES UNDER SECTION 14(c) OF THE FAIR LABOR STANDARDS ACT

Certificate Number: **04-04314-S-028**

BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS
100 CLEAR WATER WAY
BEAUFORT, SC 29906

For Branch Location:

BEAUFORT COUNTY DEPT OF DISABILITIES
100 CLEAR WATER WAY
Beaufort, SC 29906

Type of Certificate:

Community Rehabilitation Program
(Work Center)

This special certificate authorizes the employment of workers with disabilities in accordance with the requirements of 29 CFR Part 525, effective **02/01/2014**.

This certificate will remain in effect until **01/31/2016** provided that all applicable provisions of the Fair Labor Standards Act, the Walsh-Healey Public Contracts Act, the McNamara-O'Hara Service Contract Act, and the Contract Work Hours and Safety Standards Act and the regulations issued pursuant thereto are fully complied with. If an application for renewal has been properly and timely filed with the Wage and Hour Division prior to **01/31/2016**, this special minimum wage certificate will remain in effect until the application for renewal has been granted or denied.

The enclosed certificate does not constitute a statement of compliance by the Department of Labor nor does it convey a good faith defense to the employer should violations of the Fair Labor Standards Act, the Walsh-Healey Public Contracts Act, the McNamara-O'Hara Service Contract Act, or the Contract Work Hours and Safety Standards Act occur.

Please contact the following Wage Specialist should you have any questions regarding the issuance of this certificate:

Name of wage specialist: Fanta Brown Phone: 312-789-2933

See the reverse of this certificate and the applicable regulations for further information.

NOTICE TO WORKERS WITH DISABILITIES PAID AT SPECIAL MINIMUM WAGES

The Fair Labor Standards Act (FLSA) provides that workers with disabilities whose disabilities impair their ability to perform the type of work being done in the establishment may be employed at wage rates below the minimum otherwise required by the FLSA. Such employment is permitted only under certificates issued by the Department of Labor and must reflect the productivity of the individual worker as related to the productivity of a worker who does not have disabilities for the work being performed, and the wages being paid to experienced workers performing the same or similar work in the vicinity. Such wages are referred to as "commensurate wage rates." This establishment has a certificate authorizing the payment of commensurate wages to workers with disabilities. Workers who do not have disabilities for the work being performed, including workers who may otherwise have disabilities, must receive at least the statutory minimum wage.

For purposes of payment of commensurate wages under a certificate, a worker with a disability is defined as an individual whose earning or productive capacity is impaired by a physical or mental disability, including those relating to age or injury, for the work to be performed. Disabilities which may, but will not necessarily, affect productive capacity include blindness, mental illness, mental retardation, cerebral palsy, alcoholism, and drug addiction. The following, taken by themselves, do not constitute disabilities for purposes of paying commensurate wages: educational disabilities, chronic unemployment, receipt of welfare benefits, nonattendance at school, juvenile delinquency, and correctional parole or probation.

Each worker with a disability, and where appropriate, the parent or guardian of such worker, shall be informed orally and in writing by the employer of the terms of the certificate under which such worker is employed.

Complaints or questions regarding the terms and conditions of employment under a certificate may be directed to the Wage and Hour Division, U.S. Department of Labor. Action will be taken to address an individual's concerns, including where appropriate, a formal investigation of the employer.

Workers with disabilities paid at special minimum wages may also petition the Administrator of the Wage and Hour Division of the U.S. Department of Labor for a review of their wage rates by an Administrative Law Judge. No particular form of petition is required, except that it must be signed by the worker with a disability or his or her parent or guardian and should contain the name and address of the employer. Petitions should be mailed to: Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C., 20210.

Wage and Hour Representative: Nicole Howard

Title: Certification Program Manager

Date Certificate Printed: 12/29/2014

Cert. ID: 180180

Form WH-228
Rev. January 2002

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ELECTRONICALLY FILED - 2017 Apr 06 3:13 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

1. **COMMENSURATE WAGE RATES**
   a. **PIECE RATE PAYMENTS.** Workers with disabilities (including patient workers in hospitals or institutions) employed on a piece rate basis must be paid not less than the prevailing piece rate paid experienced employees who do not have disabilities for the work to be performed engaged in essentially the same type of work in the vicinity. In the absence of established piece rates for similar work, time studies or other tests may be used to establish piece rates.
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      b. **FRINGE BENEFITS.** All workers with disabilities who perform work on contracts subject to the SCA or who perform work necessary to the performance of the contract shall be paid fringe benefits in full as stated on the applicable SCA wage determination and in accordance with the provisions of 29 CFR Part 4.
      c. **VIOLATIONS OF THE SCA PROVISIONS.** Failure to comply with these SCA provisions may result in the withholding of funds to cover unpaid wages and debarment from future Federal contracts.
      d. **COVERAGE OF OTHER EMPLOYEES.** If a certificate holder is providing any services (other that linen supply service), subject to the SCA, those workers in the establishment in which the services are being performed who are not performing the service work must be paid in accordance with the applicable provisions of the FLSA. This holds true even where the non-service work would not otherwise be subject to the FLSA. Any questions regarding this requirement should be addressed to the nearest office of the Wage and Hour Division.
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   b. **PRODUCTIVITY** - showing the productivity of each worker with a disability or patient worker on a continuing basis or at periodic intervals (not to exceed 6 months in the case of workers paid hourly wage rates), including documents explaining how the productivity of the workers with disabilities not paid a piece rate is determined.
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5. **CHILD LABOR.** Minors younger than 18 years of age must be employed in accordance with the child labor provisions of the FLSA. No person under 16 may be employed in manufacturing or processing or on a PCA contract.
6. **COMPLIANCE WITH HIGHER STANDARDS.** No provisions of this certificate shall excuse noncompliance with any other Federal, State, or local law or ordinance establishing higher standards.
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8. **EXPIRATION.** This certificate will expire on the date indicated as will the employer's authority to pay special minimum wages to workers with disabilities unless an application for renewal is properly and timely filed with the Wage and Hour Division prior to the expiration date. If a renewal application is properly and timely filed with the Wage and Hour Division, the certificate will remain in effect until the renewal has been granted or denied.

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U.S. Department of Labor
Wage and Hour Division
National Certification Program - S14
230 South Dearborn Street, Room 514
Chicago, Illinois 60604

ELECTRONICALLY FILED - 2017 Apr 06 3:13 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

CERTIFICATE AUTHORIZING SPECIAL MINIMUM WAGE RATES UNDER SECTION 14(c) OF THE FAIR LABOR STANDARDS ACT

Certificate Number: **04-04314-S-027**

BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS
100 CLEAR WATER WAY
BEAUFORT, SC 29906

For Branch Location:

BEAUFORT COUNTY DEPT OF DISABILITIES
100 CLEAR WATER WAY
Beaufort, SC 29906

Type of Certificate:

Community Rehabilitation Program
(Work Center)

This special certificate authorizes the employment of workers with disabilities in accordance with the requirements of 29 CFR Part 525, effective **02/01/2012**.

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Please contact the following Wage Specialist should you have any questions regarding the issuance of this certificate:

Name of wage specialist: **Nicole Howard** Phone: **312-596-7200**

See the reverse of this certificate and the applicable regulations for further information.

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Wage and Hour Representative:
Sharlyn Simon

Title:
National Certification Program Manager

Date Certificate Printed
02/01/2012

Cert. ID: 169710

Form WH-228
Rev. January 2002

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Beverly A. H. Buscemi, Ph.D.
State Director
David A. Goodell
Associate State Director
Operations
Susan Kreh Beck
Associate State Director
Policy
Thomas P. Waring
Associate State Director
Administration

3440 Harden Street Ext (29203)
PO Box 4706, Columbia, South Carolina 29240
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Website: www.ddsn.sc.gov

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Vicki A. Thompson

May 31, 2016

Mr. William J. Love
Executive Director
Beaufort County DSN Board
100 Clear Water Way
Beaufort, SC 29906

Dear Mr. Love:

Attached is our special request audit report on the Beaufort County Disabilities and Special Needs Board. In our opinion, the actions taken or planned to be taken as indicated in the action plans adequately address all of the audit findings. We will review the implementation of the corrective actions in a follow-up audit.

We appreciate the cooperation of the staff in working with us on the audit. Please let me know if we can be of further assistance.

Sincerely,

Kevin Yacobi, CIA, CGAP, CBM, CFS, CRMA
Director of Internal Audit

KY/dah

Attachments

cc: Dr. Beverly Buscemi
DDSN Commission Members
Ms. Susan Kreh Beck
Mr. Rufus Britt
Mr. David Goodell
Mr. Tom Waring

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ELECTRONICALLY FILED - 2017 Apr 06 3:13 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

SOUTH CAROLINA
Department
OF
Disabilities
AND
Special Needs

Internal Audit Report 16-26
Beaufort County DSN Board
Special Request Audit
May 23, 2016

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Internal Audit Report 16-26

Beaufort County DSN Board Special Request Audit

May 23, 2016

Background

The SC Department of Disabilities and Special Needs (DDSN), as defined in the South Carolina Code of Law, serves persons with intellectual disabilities, autism, traumatic brain injury and spinal cord injury, and conditions related to each of these four disabilities. It is the mission of DDSN to assist people with disabilities and their families through choice in meeting needs, pursuing possibilities, and achieving life goals, and minimize the occurrence and reduce the severity of disabilities through prevention. To that end, the Department has established an Internal Audit Division to ensure continuity, quality, and responsiveness in services and supports to persons with disabilities by furnishing information, analyses and recommendations to the Commission, management, and service provider organizations.

One of the service providers DDSN contracts with is Beaufort County Disabilities and Special Needs Board (BCDSNB or the Provider). At the time of our audit, the Provider had approximately 119 full time equivalents and an operating budget of $5,539,338 for FY2016. The employees and consumers served are broken down as follows:

Program	Employees (FTEs)	Consumers Served[1]
Day Program (1)	33	165
CTH I Program (1)	1	2
CTH II Program (7)	36	28
SLP I Program (7)	2	7
CRCF (1)	28	15
Case Management (Level 1)	6	576
Early Intervention	5	78
Administration	6	
Residential Administration	2	

[1] **Note:** The numbers of consumers served include both residential and community-based consumers.

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Purpose and Scope

We visited the Beaufort County Disabilities and Special Needs Board (BCDSNB) as a result of a complaint concerning the alleged exploitation of consumers being served by them. The complaint was made to the State Law Enforcement Division (SLED). Two members of Internal Audit staff along with a SLED investigator visited the Provider on March 23, 2016 to review the allegations. We completed our field work on April 19, 2016.

The scope of the audit encompassed the allegations made to SLED in the above referenced complaint. The allegations involved payments to consumer work groups, specifically individuals working on janitorial enclaves. An entrance conference was held with the Provider management upon arrival, immediately followed by the field work and an exit conference was conducted with the Executive Director (ED) and appropriate staff on May 23, 2016.

We verified that BCDSNB had obtained DOL form WH-228 which allows the Provider to pay sub minimum wages. Additionally, we reviewed DOL forms WH-226 and 226A and determined required information was obtained and documented. Additionally, we verified the Provider was properly displaying DOL form WH-1284 for consumers, parents, and guardians.

We selected six consumers for significant testing. All six consumers were involved with janitorial tasks. We verified that time studies were performed at a minimum of six month intervals, and verified all six consumers' eligibility through the Consumer Data Support System (CDSS) system noting their DDSN eligibility classification.

We traced individual time sheets for all six consumers to the "monthly slip totals" (payroll records), "minimum wage rate change form" and the "Rework Hourly Wage Determination" form for three different months, using the following methodology:

We traced two of the six consumers timesheets to the "monthly slip totals" (payroll records) for January, 2016. We recalculated pay rates received by the consumers and compared those with the "minimum wage rate change form" and the "Rework Hourly Wage Determination" form and noted any exceptions. We performed the same tasks for two other consumers for July, 2015 payroll records and two other consumers for May, 2015 payroll records.

As an additional test, we traced the "minimum wage rate change form" to payroll records for nineteen (19) consumers across all employment enclaves. We traced the "minimum wage rate change form" to the "Trainee Rate Analysis" report which notes changes in wage rates based on time studies.

The areas of concern are discussed in detail in our report. In order to communicate our professional opinion of the importance of the findings in this report, we have ranked them as high priority. During our review, deficiencies may also have been discovered which, in our opinion, represented minimal exposure to the organization. These were informally communicated to Provider management and were not included in this report. Attention to details noted within this report present the Provider the opportunity to improve and strengthen the internal control structure and oversight of day program operations with specifics on DOL regulations.

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The audit was performed in accordance with International Standards for the Professional Practice of Internal Auditing and DDSN directive 275-05-DD, "General Duties of the Internal Audit Division."

FINDINGS AND ACTION PLANS

In our opinion, the actions taken or planned to be taken as indicated in the action plans adequately address the audit findings.

TRAVEL TIME PAYMENTS TO CONSUMERS — HIGH PRIORITY

Internal Audit (IA) tested to ensure the Beaufort County Disabilities and Special Needs Board (BCDSNB or the Provider) was in compliance with Department of Labor (DOL) requirements as mandated by the Code of Federal Regulations, Title 29, Chapter V, Part 525, and DDSN Standards for Adult Day Services.

Based on the below criteria, our review found the Provider was not paying consumers travel time between job sites during the course of the workday as required by DOL regulations. We examined all work enclaves that had travel between job sites for a two year period for all consumers who worked on any of the enclaves for that period. From that analysis we developed a payback of compensable time by consumer. We calculated that payback, with the agreement of the Provider to be reimbursed at minimum wage. The total amount to be reimbursed to 39 consumers is $18,370.

According to DOL guidelines, the time spent by workers with disabilities being transported to and from the work site and their homes (including group homes and dormitories) by the employer at the beginning and end of the day is not hours worked. Such transportation retains the characteristic of "normal home to work travel" and need not be compensated.

When workers with disabilities report to a centralized pick-up spot to get a ride in their facility's vehicle to a remote job site that may not be readily accessible by public transportation, such transportation retains the characteristic of "normal home to work travel." Such travel does not constitute hours worked so long as the workers with disabilities do not perform any work at the pick-up spot, they do not engage in any task that could be considered an integral part of their principal activity, and they retain the option to transport themselves to the job site. At times, because of their disabilities, the workers' options to transport themselves to the job site may be only theoretical. For example, the worker with a disability may not be eligible for a driver's license or his or her guardian may be unable to provide transportation. The fact that the transportation option is only theoretical does not change DOL's position that such travel is not hours worked nor compensable.

However, any time spent in transportation between job sites during the course of the workday is hours worked and the employee shall be paid a wage rate that is at least equal to his or her average hourly earnings during the most recently completed representative period, not to exceed a quarter (calendar or fiscal). An employer must be consistent in the method used when computing the employee's average hourly earnings.

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Provider staff were not aware of the requirements that travel time between job sites was compensable time under Federal law. Failing to comply with Code of Federal Regulations, Title 29, Chapter V, Part 525, and SCDDSN Standards for Adult Day Services and administrative oversight of such could result in underpayments to individuals and thus fines for noncompliance.

Action Plan

Corrective Actions To Be Taken Regarding Above Findings:

- ***Due to the errors made regarding where travel time occurred, our time sheets for each individual are now reflected in the time sheet form referencing travel associated between worksite locations where applicable.***
- ***The total amount to be reimbursed to 39 consumers is $18,370 based on the minimum wage of $7.25 an hour.***
  - ***Smaller amounts of reimbursements to be paid in full within a months' time and to be disbursed by our fiscal manager.***
  - ***Larger sums are to be reimbursed over an extended period of time not to exceed 6 months. This payment plan prohibits interference with Medicaid and/or Social Security entitlements and will be disbursed by our fiscal manager.***

Effective Date: May 24, 2016.

DAY PROGRAM CONTRACTS — HIGH PRIORITY

IA tested to ensure the BCDSNB was in compliance with Department of Labor (DOL) requirements as mandated by the Code of Federal Regulations, Title 29, Chapter V, Part 525, and SCDDSN Standards for Adult Day Services.

During our review, IA found the Provider substantially complied with the requirements stated above, and in many cases went beyond the documented minimum guidance to include:

- BCDSNB obtained commensurate wages from at least three different companies and used the HIGH wage rate even though they could legally average the three wage rates. This benefited all consumers. As an example, the commensurate wage rate for janitorial tasks used by the Provider is 20% higher than if BCDSNB used an average wage rate.
- One of 25 (4%) consumers was overpaid $.28 per hour for the pay period from September, 2015 through January, 2016 resulting in a total overpayment of $60.20.
- One of 25 (4%) consumers was overpaid $231.90 for the pay period from September, 2015 through January, 2016.

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IA noted two issues during our review that did not appear to violate federal law but were administrative in nature, to include:

- Two of 25 (8%) consumers had time sheets altered on six occasions without adequate clarification.
- One of 25 (4%) consumers was underpaid $.01 per hour for the pay period from September, 2015 through January, 2016 resulting in a total underpayment of $1.78.

When a Provider is certified to pay special wage rates, the burden of proof on all matters relating to the propriety of a wage rests with the employer. Documentation noting the individual's productivity (including quality and quantity of work) is the sole means in substantiating the wage paid an individual is fair and equitable based on their skills and abilities. DOL guidelines require that workers' productivity be reviewed and findings recorded at a minimum of six-month intervals.

Day program staff failed to ensure administrative functions were reviewed by peer or supervisor to ensure calculations were correct and adequate documentation existed to support any modifications to consumer time sheets. Failing to comply with Code of Federal Regulations, Title 29, Chapter V, Part 525, and SCDDSN Standards for Adult Day Services and administrative oversight of such could result in underpayments to individuals and thus fines for noncompliance.

Action Plan

Corrective Actions Regarding Altered Documentation:

- ***Indicators and supportive evidence to be provided specifying why documents were altered or corrected. These documents are to [be] more closely monitored.***

Corrective Actions Regarding Underpayments:

- ***All entitled consumers will be reimbursed as follows:***
  - ***Consumer underpaid by $1.78 to be reimbursed in full.***
  - ***Pay Calculations and Time Sheets to be viewed and verified by a supervisor.***

Effective Date: May 24, 2016.

Eric O. Baker, CIA, MBA
In-Charge Auditor

Kevin Yacobi, CIA, CGAP, CBM, CFS, CRMA
Director of Internal Audit

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U.S. Department of Labor

Wage & Hour Division District Office
Federal Building, Room 1072
1835 Assembly Street
Columbia, SC 29201-9863
Phone: 803-765-5981 Fax: 803-253-3003

Delivered via Mail

March 30, 2017

Beaufort County Board of Disabilities & Special Needs
100 Clear Water Way
Beaufort, SC 29906
Attn: Mr. William Love, Executive Director

Dear Mr. Love,

Thank you for the courtesy and consideration extended to our Investigator Keira Ellis in her recent investigation of your work center. The investigation covered both staff members and workers with disabilities employed at subminimum wages by Beaufort County Board of Disabilities and Special Needs (firm) at 100 Clear Water Way, Beaufort, SC 29906. The investigation period was June 6, 2014 to June 3, 2016.

The investigation was to determine the firm's compliance with the Fair Labor Standards Act (FLSA) and particularly with the terms and conditions of its subminimum wage certificate(s) issued under the FLSA. These terms and conditions are described in Regulations 29 CFR Part 525, a copy of which was previously provided to you.

The investigation report shows that the firm failed to comply with the FLSA as follows:

1. The firm failed to obtain accurate prevailing wage rate information for some of the jobs being performed by the consumers in some instances due to the fact the firm used rates of pay for inexperienced workers to compute the prevailing wage rates rather than using rates of pay for experienced workers.
2. The firm failed to record and pay for all hours worked when compensable travel time between establishments was not considered hours worked by the firm.
3. The failure to properly compensate employees for travel time between establishments during the course of the work day led to underpayment of 38 workers, and resulted in FLSA section 14(c) subminimum wage and recordkeeping violations.

The report indicates that on February 14, 2017, Ms. Vicki Prescott and Mr. Terri Geither spoke with Investigator Keira Ellis. During the call, it is my understanding that the firm agreed to full compliance with the FLSA and the terms and conditions of its certificate(s). Specifically the firm agreed to:

1. The firm agreed to ensure prevailing wage surveys are properly conducted using information for experienced workers performing the same type of work as the consumers to determine the correct prevailing wage rates to use for the jobs being performed.
2. The firm agreed to ensure all hours worked, including compensable travel time, was properly recorded and paid.
3. The firm agreed to keep accurate payroll records for 3 years and time records for 2 years.

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On March 7, 2017, the firm also agreed to pay 38 employees a total of $16,978.82 in back wages. The Beaufort County Board of Disabilities and Special Needs agreed to pay directly to the employees the amounts due (less applicable payroll deductions) on or before March 28, 2017 and to deliver to the Secretary's Representative, Ms. Dowana Woodson, by April 10, 2017 evidence of payment including any signed WH-58 receipt forms the employer received at that time. If you should have any questions regarding back wage payment, Ms. Woodson can be contacted at 803-343-6849.

In consideration of the firm's agreement to comply and pay the back wages due, I plan to administratively close the file upon your submission of proof of payment of the back wages.

We would also like to direct your attention to Section 16(e) of the FLSA and Regulations 29 CFR Part 578. As you will note, Section 16(e) provides for the assessment of a civil money penalty for any repeated or willful violations of Section 6 or 7, in an amount not to exceed $1,000 for each such violation. No penalty is being assessed as a result of this investigation. If at any time in the future your firm is found to have violated the monetary provisions of the FLSA, it will be subject to such penalties. A copy of the FLSA was previously provided to you by Investigator Keira Ellis. I have attached a copy of Regulation Part 578 for your reference.

If you have any questions about the investigation or any aspect of the FLSA, please feel free to contact Investigator Keira Ellis at 803-343-6869, or myself at 803-343-6867.

Sincerely,

Jason L. Coker
Assistant District Director

Enclosure(s): Regulation Part 578

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BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS ADVISORY BOARD
100 Clear Water Way
Beaufort, SC 29906
February 16, 2016

MEMBERS PRESENT: Margaret Ann Gatch, Grace Dennis, Gardenia Simmons-White, David Green, Lynn Russo, Jill Striebinger, George Marshall, Anne Hamilton, Caleb Brown, Monica Spells (Ex-officio)

MEMBERS ABSENT: Nancy Pinkerton

STAFF PRESENT: William Love, Janice Beach, Erin Womack

GUESTS PRESENT: John Gatch, Michael Corbett

I. CALL TO ORDER – Gardenia Simmons-White, Vice-Chairman
Mrs. Simmons-White called the meeting to order at 4:00 p.m.

II. WELCOMING GUESTS
Mrs. Simmons-White welcomed our guests.

III. APPROVAL OF THE MINUTES OF THE JANUARY 19, 2016 BOARD MEETING

MOTION WAS MADE BY ANNE HAMILTON AND SECONDED BY CALEB BROWN TO APPROVE THE JANUARY 19, 2016 MINUTES AS WRITTEN. PASSED UNANIMOUSLY.

IV. ADOPTION OF THE FEBRUARY 16, 2016 AGENDA

MOTION WAS MADE BY JILL STRIEBINGER AND SECONDED BY LYNN RUSSO TO APPROVE THE FEBRUARY 16, 2016 AGENDA. PASSED UNANIMOUSLY.

V. CHAIRMAN'S REPORT – Gardenia Simmons-White, Vice-Chairman

Ms. Simmons White asked for volunteers for chair of the Personnel Committee since Mr. Jonathan Brown resigned. Ms. Russo asked for information about the duties of the personnel committee. Ms. Simmons-White told her they would review applications when someone applies to be on the Board and bring a recommendation to the Board to vote on. Ms. Russo agreed she would take the position of Chair for the Personnel Committee.

With the resignation of Mr. Brown, we are in need of a new board member. Please keep looking for someone to fill this empty seat.

March is Disabilities Awareness month and we need volunteers to pick up the proclamations. They are as follows:

City of Beaufort	March 08 @ 7:00 PM	Grace Dennis
Town of Port Royal	March 09 @ 6:30 PM	Caleb Brown, Jill Striebinger, Eric Novoa
Town of Bluffton	March 08 @ 6:00 PM	David Green
Hilton Head	March 15 @ 4:00 PM	Caleb Brown
County Council	March 14 @ 5:00 PM	Gardenia Simmons-White

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VI. EXECUTIVE DIRECTOR'S REPORT – Bill Love

Bill said he would like to start every meeting telling the Board members how much we appreciate everything that you do. I appreciate you challenging me by asking questions. Bill invited Erin Womack back today to answer some questions some of the Board members had regarding services we provide. He will bring in the transition person, Coe, next month.

Update on Nancy and Morris – Bill spoke with Nancy. She is doing well and will be back at the meeting next month. Bill also spoke to Morris Campbell who is doing very well. Monica mentioned that the County had their retreat last Thursday through Saturday at the Bluffton Library Branch. On Thursday she presented highlights on our various areas and put out to County Council our needs as related to DSN. We will continue to push for residential housing and putting our focus on south of the Broad. Mr. Campbell was there so it was good to have his support.

Response to Questions – Erin Womack

1. What is a waiver? We oversee three waivers at Beaufort County DSN. There are a number of waivers out there, maybe seven, but we oversee three. The first one is the PDD Waiver (Pervasive Developmental Disorder). These are federal funds; that is what a waiver is, federal funds. PDD is for ages 3-10. Once you age out, that is it. It is for ABA Therapy (Applied Behavioral Analysis). All those people have to have autism or be on the spectrum. Next there is the Community Supports Waiver (CSW) which is all federal funds. Years and years ago there was Individual Rehab Supports but they did away with that program. What it did was to fund the Day Program services. So SCDDSN came up with a great way for us to make money because with these waivers for every dollar there are three, so we have a total of four that come back from the state. So they created the Community Supports Waiver. This waiver has limited services as well as funding caps on some of the services. Someone living with Mom and Dad out in the community could get this waiver and it funds the Day Program, which would be about $8500. They might have a few more needs, like respite or incontinence supplies but the cap on that waiver could vary up to $13,000. If you exceed it that is all you get. Then you have the ID/RD Waiver (Intellectual Disability/Related Disability). This is what I call the big apple. When I sit down with families I tell them it is like winning the lottery. It is a wonderful thing because you know these waivers there were long waiting lists up into the thousands. We were telling families it could be 8 to 10 to 12 years before your loved one gets a federal waiver which funds a number of services we have here (Day Program, Residential, etc.). The ID/RD waiver is the big waiver. There are minimal caps on this waiver. There was some talk about doing away with the PDD waiver and it being directly funded by Medicaid. PDD Waiver is not going away. They are still going to have that and they are going to have State PDD. Once you age out of PDD you might still be able to get State PDD. You have to have Medicaid in order to get federal funding.
2. How does a consumer qualify for a waiver? It is not about the consumer. Anyone can go on the waiver waiting list. When your name comes up they are going to ask to send a level of care packet to the state. The state has a team, the Consumer Assessment Team that will determine if you qualify. If you do qualify, we will get a notice back saying you meet the level of care and have been awarded whichever waiver it is you applied for. You can apply for any type of waiver, but you can only be enrolled in one waiver at a time.

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There are a number of ways to lose a waiver; being admitted to an ICF/IID or nursing facility, no longer meets ICF/IID Level of Care, No longer eligible for Medicaid as determined by DHHS, voluntarily withdraws or no longer wished to receive services funded by the Community Supports Waiver, do not receive a Community Supports Waiver service for 30 consecutive days, move out of state, move to another HCB waiver, or exhaust the individual cost limit.

3. What are the different programs under DSN (such as Breakers) and which consumers do they serve? The Breakers Program is for consumers who do not have a waiver but they need services after school. Breakers is operated three days a week; Tuesday, Thursday, and Saturday. These consumers are on a waiting list. South Carolina is the best state to receive services. Branches is for people who do have a waiver but are still in school. We have the summer camp program, Camp Treasure Chest, which you are familiar with.
4. What are the different Boards that work with us, such as ABLE or PEP? ABLE Foundation is the fundraising board and public relations board. PEP was established by families who did not want to have their loved ones transported all the way to Beaufort for services.
5. What types of residences are in use now, like Port Royal? There is the CTH II (Community Training Home) which houses four individuals each, PRCRCF (Port Royal Community Residential Care Facility) which houses fifteen individuals, SLP (Supported Living Program) where the consumer has their own apartment or home. We have 8 SLP consumers. Then there is a CTH I in which one or two individuals live in a home with a caregiver. The state has a list of buildings they are going to talk about selling, giving away, renovate, etc. Port Royal is on that list. The problem is that it is a very long process. Mr. Kubic has talked to Bill about the county buying several homes to put those consumers in. This is just talk right now.
6. How does DSN coordinate with the other organizations, such as PEP, to serve this population? PEP (Programs for Exceptional People) provides case management and support services for 56 individuals. We help fund them. We pay for 34 consumers. The people on Hilton Head did not want their loved one to have to travel to Beaufort for services so they developed a program to provide services for them in that area.
7. Are parents or families of the consumers responsible financially in any way once a waiver is granted? No. Once in Residential we are responsible for everything.

2016-2017 Budget Request – Bill has provided you a copy of the budget from the governor's office. This is what is being presented to the legislators. Take note of numbers 1, 2, and 3. This is the recommendation Dr. Buscemi is presenting to the legislators. Mr. Marshall asked about Item 6 about genetic services. We have a number of individuals with Fragile X syndrome. Greenwood Genetics comes in and does genetic profiles of individuals. We have one of the largest numbers of Fragile X populations around. Genetics research is very important.

Freedom of Information Act Training – Bill has asked Janice to forward members a copy of the email with the link to the Freedom of Information Act training so that you can view the training at your convenience. We will also send you a staff development form to fill out so we can show that you have done this training. Please fill it out and bring it to the next meeting or you can email it to Janice at jbeach@bcgov.net.

Goals – We have provided you with a copy of the goals for the Board for this year.

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VII. POLICY COMMITTEE - Grace Dennis
Policy review is for information only. There are four policies for review this month.

VIII. COMMITTEE REPORTS

- Hospitality Committee, Lynn Russo – Nothing at this time.
- Personnel Committee, Vacant, Chair – Monica said that the Council appreciates it when the Board makes recommendations for new members.
- Public Relations/Legislative Committee, David Green, Chair
  Mr. Green will attend the next Legislative Delegation meeting once we find out the date.

IX. PUBLIC COMMENT

David said he and Mike Corbett are being hosted by DSN at a couple of their houses this Thursday to see what they have in place as Osprey Village is beginning to develop plans. They will be at Little Capers on Lady's Island at 1:00 and at Pinecrest in Bluffton at 2:30 this Thursday if anyone would like to join them.

Monica thanked the Board for all that you do. We are getting ready to enter our budget cycle in mid-March and she and Bill will ask for continued support. As you are riding around Beaufort or Bluffton/Hilton Head, please continue to look for properties. Home prices are going up.

The next board meeting will be held on **Tuesday, March 15, 2016** at 4:00 p.m. at:

Disabilities and Special Needs Department
100 Clear Water Way, Beaufort, SC 29906

X. ADJOURNMENT

MOTION WAS MADE BY ANNE HAMILTON AND SECONDED BY DAVID GREEN TO ADJOURN THE FEBRUARY 16TH MEETING. PASSED UNANIMOUSLY.

The meeting was adjourned at 4:55 p.m.

Gardenia Simmons-White — 3/15/16

Nancy Pinkerton, Chairman
Gardenia Simmons-White, Vice Chair — Date

Jill Striebinger — 3/15/16

Jill Striebinger, Secretary — Date

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-07-01825
STEPHEN CRAIG MOLLOY and ISLAND GROUP INC., d/b/a CAROLINA CLEANING; Plaintiffs, vs. BEAUFORT COUNTY; GARY KUBIC, Individually and as Beaufort County Administrator; JOSH GRUBER, Individually and as former Beaufort County In-House Attorney; BRYAN HILL, Individually and as former Beaufort County Deputy Administrator; SHANNON LOPER, Individually and as Employee of the Beaufort County Parks and Leisure; STU RODMAN, as Finance Chair of the Beaufort County Council; and DAVE THOMAS, Procurement Director for Beaufort County, South Carolina, Defendants.	)	**AFFIDAVIT OF DAVE THOMAS IN OPPOSITION TO PLAINTIFFS' MOTION FOR TEMPORARY INJUNCTION AND TEMPORARY RESTRAINING ORDER**

1. I am an adult individual and resident of Beaufort County, South Carolina.

2. I have personal knowledge of the facts set forth herein.

3. I am presently the Purchasing Director for Beaufort County, South Carolina.

4. I have served in that capacity for Beaufort County since December, 2007.

5. I have more than twenty (20) years' experience as a Procurement Manager/Director.

6. I have reviewed the Affidavit of Craig Molloy dated February 21, 2017 and Plaintiffs' Motion for Temporary Injunction and Temporary Restraining Order filed on March 15, 2017.

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A. **The 2010 Contract (RFP # 3910/100566)**

7. On October 25, 2010, Beaufort County entered a Contract for Janitorial Services ("2010 Contract") with Island Group Inc., d/b/a Carolina Cleaning. A true and correct copy of this 2010 Contract is attached hereto as Ex. A. This 2010 Contract referenced Request for Proposal ("RFP") # 3910/100566.

8. Island Group Inc., d/b/a Carolina Cleaning submitted bid information with regard to its effort to obtain the contract for RFP # 3910/100566.

9. At no time did Island Group Inc., d/b/a Carolina Cleaning indicate that any of the information it submitted in connection with its bid for RFP # 3910/100566 was confidential, proprietary or trade secret.

10. To the contrary, the information that Island Group Inc., d/b/a Carolina Cleaning (and all bidders) submitted in connection with its bid for RFP # 3910/100566 was publicly available information that could be obtained via a request under the South Carolina Freedom of Information Act.

11. The bidding process for RFP # 3910/100566 was in compliance with the South Carolina Consolidated Procurement Code, the Beaufort County Procurement Code and other governing laws.

12. The description of the work to be done by Island Group Inc., d/b/a Carolina Cleaning under the 2010 Contract was as follows: "The Contractor does hereby offer to the County services for the purpose of providing Janitorial Services as contained and fully described in RFP # 3910/100566 (Janitorial Services for Beaufort County Facilities) and including Addendum 1." (*See id.* ¶ 1).

13. The term of the 2010 Contract was as follows: "The term of this Agreement shall be for a period of one (1) year starting on November 1, 2010 and ending on October 31, 2011. There are four (4) one (1) year renewals available on this Contract all at the approval of Beaufort County. The Contract shall not exceed five (5) years." (*See id.* ¶ 5).

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14. In 2010, Beaufort County began an effort to reduce all contracts by 10% to help alleviate its budget deficit. At that time, the County was even discussing furloughs for employees and seeking ways to save money on contracts.

15. Beaufort County sent letters to all contractors requesting a 10% reduction in the contract amount, including Island Group Inc., d/b/a Carolina Cleaning under the 2010 Contract.

16. Specifically, attached hereto as Ex. B is a true and correct copy of a September 8, 2011 letter from Richard H. Hineline, Jr. (Contract Specialist) to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning. Mr. Molloy countersigned that letter, binding Island Group Inc., d/b/a Carolina Cleaning, on October 30, 2011.

17. That letter provided, in relevant part: "It is with great pleasure that Beaufort County desires to renew the Contract for the Janitorial Services, per our option as specified in Contract #3910/100566, with a 10% cost reduction to Beaufort County. Please sign below and return to our Office as soon as possible. The Renewal Contract dates will be for one (1) year commencing on November 1, 2011 thru October 31, 2012. There are now three (3) one (1) year Contract Renewals remaining on the Contract."

18. On July 5, 2012, I wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. C. That letter stated in relevant part:

> It is a great pleasure to inform you that Beaufort County has renewed the above mentioned contract [Contract Number 3910/100566] we have with you in accordance with the original contract and solicitation (Invitation for Bid (IFB)/Request for Proposal (RFP)). The original contract was executed on November 1, 2010 and thus the contract renewal period will commence on October 31, 2012 and extend through November 1, 2013.

B. <u>Beaufort County DSN</u>

19. In 2012 and 2013, in an effort to further reduce costs, Beaufort County began considering using its in-house Disabilities and Special Needs ("DSN") Department to provide the service.

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20. Under that approach, "consumers" of DSN services, *i.e.*, individuals with disabilities and special needs, would perform janitorial work for Beaufort County as employees of the County.

21. This would provide benefits both to those consumers and to the taxpayers of Beaufort County.

22. Because any "contract" for the use of DSN was essentially a use of "in-house" employees, it was not technically required to be bid out under the South Carolina Consolidated Procurement Code or the Beaufort County Procurement Code.

23. Nonetheless, in an effort to safeguard the taxpayers of Beaufort County, the County permitted the submission of competing proposals against DSN.

24. Every RFP in which DSN submitted a proposal was in full compliance with all governing procurement procedures.

25. DSN was never given any advantage with regard to bidding or contracting.

26. Beaufort County began rebidding for janitorial services for certain locations in order to save money and provide better service, which resulted in the change orders and contract terminations discussed herein.

C. RFP # 3910/120221 (Locations North of the Broad and the DNA Laboratory)

27. Attached hereto as Ex. D is a true and correct copy of RFP # 3910/120221, entitled "Request for Proposals to Provide Janitorial Services, North of the Broad River, Eight Locations for Beaufort County South Carolina."

28. Specifically, RFP # 3910/120221 sought proposals for the cleaning of the following locations:

- Coosaw Center
- Broomfield Recreation Center
- Green Street Gym
- Scott Community Center
- Seaside Center

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- St. Helena Gymnasium
- Port Royal Community Center
- DSN

29. Attached hereto as Ex. E is a true and correct copy of Addendum #1 to RFP # 3910/120221.

30. Attached hereto as Ex. F is a true and correct copy of Addendum #2 to RFP # 3910/120221.

31. Addenda ## 1 and 2 to RFP # 3910/120221, increased the total number of locations for that RFP to ten (10) by adding Booker T Washington and the Sheriff's Office DNA lab.

32. Attached hereto as Ex. G is a true and correct copy of Addendum #3 to RFP # 3910/120221, dated July 30, 2012. This Addendum indicated that the only remaining location up for bid was the Sheriff's Office DNA lab and requested pricing on that one location by August 9, 2012.

33. Island Group Inc., d/b/a Carolina Cleaning did not file a protest to complain about Addendum #3 to RFP # 3910/120221.

34. Island Group Inc., d/b/a Carolina Cleaning submitted bid information with regard to its effort to obtain the contract for RFP # 3910/120221.

35. On August 6, 2012, in accordance with Addendum # 3 to RFP # 3910/120221, Island Group Inc., d/b/a Carolina Cleaning submitted a revised bid for only the Sheriff's DNA lab. A true and correct copy of this bid is attached hereto as Exhibit S.

36. At no time did Island Group Inc., d/b/a Carolina Cleaning indicate that any of the information it submitted in connection with its bid for RFP # 3910/120221 was confidential, proprietary or trade secret.

37. To the contrary, the information that Island Group Inc., d/b/a Carolina Cleaning (and all bidders) submitted in connection with its bid for RFP # 3910/120221 was publicly

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available information that could be obtained via a request under the South Carolina Freedom of Information Act.

38. The bidding process for RFP # 3910/120221 was in compliance with the South Carolina Consolidated Procurement Code, the Beaufort County Procurement Code and other governing laws.

39. In August of 2012, Beaufort County awarded a new contract to DSN from responses to RFP # 3910/120221 for all of the locations in that RFP *except for* the DNA lab. Attached hereto as Ex. H is a true and correct copy of my Contract Award Recommendation for that RFP. DSN's proposal for all locations except for the DNA laboratory was $52,026. The price proposed by Island Group Inc., d/b/a Carolina Cleaning for the same work was $88,680, making it the *third-place* finisher for the bidders for those nine buildings North of the Broad River.

40. As mentioned below, Island Group Inc., d/b/a Carolina Cleaning was awarded the contract on part of RFP # 3910/120221 for the DNA Lab that DSN did not bid on.

41. On September 4, 2012, I wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. I. That letter stated in relevant part that Beaufort County was ending Island Group Inc., d/b/a Carolina Cleaning's contract for certain locations, but adding other locations:

> We wish to inform you that Beaufort County has selected our in-house DSN for the contract award. Thus, your cleaning services for the Dale Center, the Bluffton Center, Burtons Wells concession and press box, and the Burton Wells Senior Center will end August 31, 2012.
>
> However, we also wish to congratulate you that you are the winning bidder for both our DNA lab and the new Sheriff's Office on Hilton Head Island. The term on this particular service is September 1, 2012 to June 30, 2013.

42. On December 12, 2012, I wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. J. That letter stated in relevant part that Beaufort County was providing notice of the termination of Contract

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3910/100566 with regard to the Bluffton Gym stating, *inter alia*: "This is absolutely no reflection on your work; however as a cost-cutting measure, we have decided to take care of this facility in-house. All other terms, condition, amendments, and prices remain in effect.".

43. On May 30, 2013, Richard Dimont, Contract Specialist wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. K. I was copied on that letter. That letter stated in relevant part that Beaufort County was providing 60-day notice of the cancellation of Contract Number: 3910/100566 with regard to two locations: the Buckwalter Recreation Center and the Burton Wells Recreation Center.

44. On or about June 11, 2013, I received a memorandum from Gary Kubic, Beaufort County Administrator, a true and correct copy of which is attached hereto as Ex. L. That Memorandum adjusted the amount to be paid to Island Group Inc., d/b/a Carolina Cleaning on Contract No. 3901/120221 by the Consumer Price Index of 2.4%.

D. <u>RFP # 133020130215 (New St. Helena Library)</u>

45. On October 16, 2012, I wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. M. That letter stated in relevant part that Beaufort County was extending to Island Group Inc., d/b/a Carolina Cleaning a month-to-month contract for the cleaning of the new St. Helena Library.

46. Attached hereto as Ex. N is a true and correct copy of RFP # 133020130215, entitled "Request for Proposals to Provide Janitorial Services for Beaufort County's St. Helena Library."

47. Island Group Inc., d/b/a Carolina Cleaning submitted bid information with regard to its effort to obtain the contract for RFP # 133020130215.

48. At no time did Island Group Inc., d/b/a Carolina Cleaning indicate that any of the information it submitted in connection with its bid for RFP # 133020130215was confidential, proprietary or trade secret.

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49. To the contrary, the information that Island Group Inc., d/b/a Carolina Cleaning (and all bidders) submitted in connection with its bid for RFP # 133020130215was publicly available information that could be obtained via a request under the South Carolina Freedom of Information Act.

50. The bidding process for RFP # 133020130215 was in compliance with the South Carolina Consolidated Procurement Code, the Beaufort County Procurement Code and other governing laws.

51. Attached hereto as Ex. O is a true and correct copy of my memorandum containing my recommendations for the award of the contract for RFP # 133020130215.

52. DSN's proposed pricing for RFP # 133020130215 was $22,511.25, compared to $31,800 bid by Island Group Inc., d/b/a Carolina Cleaning.

53. In accordance with my recommendation, Beaufort County awarded the contract for RFP # 133020130215 for St. Helena Library to DSN.

54. On June 27, 2013, Richard Dimont, Contract Specialist wrote a letter to Craig Molloy of Island Group Inc., d/b/a Carolina Cleaning, a true and correct copy of which is attached hereto as Ex. P. I was copied on that letter. That letter stated in relevant part that Beaufort County was cancelling its month-to-month agreement with Island Group Inc., d/b/a Carolina Cleaning for the St. Helena Library, because it had "decided to go with Disabilities and Special Needs for the long term" under RFP # 133020130215.

E. <u>RFP # 14305</u>

55. Island Group Inc., d/b/a Carolina Cleaning's 2010 Contract term had been extended from November 1, 2012 to October 31, 2013 for $566,521.

56. After that date, the 2010 Contract was extended on a month-to-month basis and was scheduled to end on June 30, 2014.

57. Attached hereto as Ex. Q is a true and correct copy of RFP # 14305, entitled "Request for Proposals to Provide Janitorial Services for Beaufort County, South Carolina."

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58. Beaufort County submitted RFP # 14305 to vendors capable of providing janitorial services for Beaufort County facilities located both North and South of the Broad River (27 facilities in the North, including additional services needed at the 14 buildings currently being serviced by DSN, and 9 facilities in the South).

59. Island Group Inc., d/b/a Carolina Cleaning submitted bid information with regard to its effort to obtain the contract for RFP # 140305.

60. At no time did Island Group Inc., d/b/a Carolina Cleaning indicate that any of the information it submitted in connection with its bid for RFP # 140305 was confidential, proprietary or trade secret.

61. To the contrary, the information that Island Group Inc., d/b/a Carolina Cleaning (and all bidders) submitted in connection with its bid for RFP # 140305 was publicly available information that could be obtained via a request under the South Carolina Freedom of Information Act.

62. The bidding process for RFP # 140305 was in compliance with the South Carolina Consolidated Procurement Code, the Beaufort County Procurement Code and other governing laws.

63. Attached hereto as Ex. R is true and correct copy of a May 19, 2014 Memorandum I prepared under the subject "RFP # 140305 Award Recommendation for Janitorial Services for Beaufort County."

64. As reflected in that Memorandum, the recommended vendor for RFP # 140305 was A&B Cleaning Service Inc. of Greenville, North Carolina.

65. On the final scoresheet for the bidders for RFP # 140305, A&B had the highest score with 503 points and a cost of $585,828.

66. On the other hand, Island Group Inc., d/b/a Carolina Cleaning, the incumbent on that contract, had a score of 333 points and a cost of $833,628. Carolina Cleaning finished in 10th place out of 16 potential vendors.

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67. In selecting A&B Cleaning Service Inc., rather than Island Group Inc., d/b/a Carolina Cleaning, Beaufort County did not use any confidential information of Island Group Inc., d/b/a Carolina Cleaning.

68. The bidding process for RFP # 14305 was in full compliance with the law, and Island Group Inc., d/b/a Carolina Cleaning submitted a proposal.

69. Island Group Inc., d/b/a Carolina Cleaning has done no work for Beaufort County since June 30, 2014.

F. Defendants Have Acted Properly in Dealing With Plaintiffs and in the Procurement Process

70. At all times, Beaufort County has fully complied with the terms of its agreements with Island Group Inc., d/b/a Carolina Cleaning, including the 2010 Contract.

71. Under the South Carolina Consolidated Procurement Code and the Beaufort County Procurement Code, bids and proposals submitted by bidders are generally not confidential or privileged.

72. Under the South Carolina Consolidated Procurement Code and the Beaufort County Procurement Code, bids and proposals submitted by bidders are generally publicly available information that could be obtained via a request under the South Carolina Freedom of Information Act.

73. Beaufort County retains ownership of all bids and RFP responses.

74. Beaufort County never misused any confidential information of Island Group Inc., d/b/a Carolina Cleaning in the procurement process.

75. Beaufort County never disclosed any confidential information of Island Group Inc., d/b/a Carolina Cleaning to any other person or entity in the procurement process.

76. Beaufort County never provided any confidential information of Island Group Inc., d/b/a Carolina Cleaning to DSN in the procurement process.

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77. At all times and for all RFP's, all bids remained sealed until the time for opening. No information contained in any sealed bid of Island Group Inc., d/b/a Carolina Cleaning was ever provided to DSN or any other bidder.

78. At all times and for all RFP's, Island Group Inc., d/b/a Carolina Cleaning was provided the same information as all other bidders, including DSN.

79. At all times and for all RFP's, Island Group Inc., d/b/a Carolina Cleaning was reviewed under the same standards as all other bidders, including DSN.

80. The scope of work for all Beaufort County RFP's is set by the relevant Departments and the Facilities Director, and is reviewed by the Purchasing Director.

81. The minimum scope of services is included in every RFP and provided to all vendors who respond.

82. With regard to all of the RFP's referenced in this Affidavit, Island Group Inc., d/b/a Carolina Cleaning received the same scope of work as any other bidder (including DSN) and had the opportunity to provide lower pricing, although selection is not just based on price but on other objective criteria.

83. DSN had no advantage over Island Group Inc., d/b/a Carolina Cleaning in the RFP process.

84. No bidder had any advantage over Island Group Inc., d/b/a Carolina Cleaning in the RFP process.

85. At all relevant times, if it believed that the bidding or RFP process was unfair, Island Group Inc., d/b/a Carolina Cleaning had the opportunity to file a formal protest in writing to Beaufort County.

86. Those protest procedures are included in the South Carolina Consolidated Procurement Code, the Beaufort County Procurement code and all of Beaufort County's RFPs for vendors to follow if they have a reason or desire to protest an award.

87. The protest process is the exclusive remedy for a person aggrieved in the procurement or contracting process.

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88. Island Group Inc., d/b/a Carolina Cleaning never filed a protest under governing law with regard to the bidding, procurement or contracting for janitorial services in Beaufort County, South Carolina.

FURTHER THE AFFIANT SAYETH NOT!

Dave Thomas

Sworn to and Subscribed to before
me this 6th day of April, 2017.

Notary Public for South Carolina
My Commission Expires:

My Commission expires
July 20th, 2017

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RECEIVED
OCT 19 2010
PURCHASING DEPT.

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CONTRACT FOR JANITORIAL SERVICES
COUNTY OF BEAUFORT, SC

THIS AGREEMENT (the "Agreement") is made this 25TH day of OCTOBER, 2010, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and Island Group. Inc. dba Carolina Cleaning (hereinafter referred to as "Contractor"). This Agreement shall consist of all the terms, conditions, scope of work, specifications and provisions which are hereby incorporated and made part of this Contract Agreement, by reference, and contained in RFP # 3910/100566 dated May 27, 2010, Addendum # 1 dated May 18, 2010 and the Contractor's Proposal dated May 27, 2010.

W I T N E S S E T H :

WHEREAS, the Contractor and the County desire to enter into an agreement relating to Janitorial Services, subject to the terms, specifications, conditions, scope of work, specifications and provisions by reference of the Request for Proposal as heretofore mentioned.

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.

B. Any litigation arising out of this Agreement shall be held only in a circuit court of Beaufort County, Beaufort, South Carolina in the Fourteenth Judicial Circuit.

C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.

D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire agreement between the Contractor and County. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.

E. It is understood that this Agreement shall be considered exclusive between the parties.

F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Thomas Affidavit Ex. A

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ARTICLE 1
DESCRIPTION

The Contractor does hereby offer to the County services for the purpose of providing Janitorial Services as contained and fully described in RFP # 3910/100566 (Janitorial Services for Beaufort County Facilities) and including Addendum 1.

ARTICLE 2
LIABILITY

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

ARTICLE 3
INDEMNIFICATION AND HOLD HARMLESS

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees.

ARTICLE 4
ASSIGNMENT

Contractor shall not assign any rights or duties of the professional services agreement without the expressed written consent of the County. Any assignment or subletting without the written consent of County shall be void and this Agreement shall terminate at the option of the County.

ARTICLE 5
TERM

The term of this Agreement shall be for a period of one (1) year starting on November 1, 2010 and ending on October 31, 2011. There are four (4) one (1) year renewals available on this Contract all at the approval of Beaufort County. The Contract shall not exceed five (5) years.

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ARTICLE 6
COMPENSATION

Compensation shall be in accordance with Contractor's Proposal dated May 27, 2010 and not to exceed Six Hundred Twenty Two Thousand, Three Hundred Twenty Dollars ($622,320.00) per year.

ARTICLE 7
INSURANCE

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained workmen's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as fully described in the County's RFP # 3910/100566 including Addendum # 1.

ARTICLE 8
DEFAULT

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

ARTICLE 9
TERMINATION

Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. Upon such termination, the County shall pay the Contractor for all services performed hereunder up through the date of such termination.

ARTICLE 10
RESPONSIBILITY

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

ARTICLE 11
FORCE MAJEURE

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather.

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Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

ARTICLE 12
SEVERABILITY

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

ARTICLE 13
INDEPENDENT CONTRACTOR

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

ARTICLE 14
NOTICE

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U.S. mail with proper postage affixed thereto and addressed as follows:

County:

Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

Beaufort County
Attn: Beaufort County Purchasing Director
P. O. Drawer 1228
Beaufort, SC 29901-1228

Contractor:

Island Group, Inc. dba Carolina Cleaning
Attn: Mr. S. Craig Molloy, President
PO Box 22326
Hilton Head Island, SC 29925

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ARTICLE 15
TOTAL AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

Cheryl Harris

Shirley Moore

BEAUFORT COUNTY, a political subdivision of the State of South Carolina

By: _____

Name: Gary Kubic
Title: County Administrator
Address: P.O. Drawer 1228
Beaufort, SC 29901-1228
Phone: (843) 255-2026
Fax: (843) 255-9403
Date: Oct. 25, 2010

WITNESSES:

Martha Kane

Josh W. Molloy

ISLAND GROUP, INC.
dba CAROLINA CLEANING

By: _____

Name: S. Craig Molloy
Title: President
Address: PO Box 22326
Hilton Head Island, SC 29925
Phone: 843-681-8461
Fax: 843-681-5849
Tax ID Number: 57-1003755
Date: 10.19.10

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COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 470-2735 FAX: (843) 470-2738

PROPOSAL NOTICE NO. 3910/100566

CLOSING DATE AND TIME: May 27, 2010 at 3:00 PM

PROPOSAL TITLE: Janitorial Services for Beaufort County Facilities

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

A pre-proposal conference will be held at 10:00 AM in the Beaufort County Administration Building, County Council Chambers, Room 180, 100 Ribaut Road, Beaufort, SC 29902, on May 13, 2010. All Offerors are strongly encouraged to attend.

In order for your proposal to be considered, it must be submitted to the Purchasing Office not later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Office after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals. **Proposals must be submitted in a sealed opaque envelope/container showing the above proposal number, closing date, and title.**

All submittals (see Part VII, Submission Requirements) received in response to this Request for Proposals will be rated by County Selection Committee, based upon the Evaluation Criteria as listed in Part IV. If the best offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

BEAUFORT COUNTY

D. L. Thomas

David L. Thomas, CPPO
Purchasing Director
(843) 255-2353

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Beaufort County Initial: DLT

Date: 10/25/2010

Carolina Cleaning Initial: [signature]

Date: 10.19.10

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PART I

GENERAL INFORMATION

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal. **The Beaufort County School District, at its option, shall be eligible for use of any contract awarded pursuant to this solicitation.**

2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.

4. **One (1) clearly identified original and six (6) copies of your proposal are required.**

5. Qualification Statements will be received by the Beaufort County Purchasing Department until 3:00 p.m. on the closing date shown.

   Qualification Statements are to be mailed to:

   Beaufort County Purchasing Department
   P. O. Drawer 1228
   Beaufort, SC 29901-1228

   Hand deliver and/or Express mail to:

   Beaufort County Purchasing Department
   102 Industrial Village Road, Building # 2
   Beaufort, SC 29906-4291

   The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFP number, closing date, and title.

   Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement

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standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

7. Questions

Fax any questions you have, at least ten (10) days prior to proposal closing, to:

Richard Hineline, Beaufort County Purchasing Department, (843) 470-2738. Confirm receipt of fax by calling Richard Hineline at 843-255-2352 or Dave Thomas at 843-255-2353.

E-Mail Dave Thomas at dthomas@bcgov.net

E-Mail Richard Hineline at rhineline@bcgov.net

Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Request for Proposal.

PART II

GENERAL

1. INTRODUCTION

It is the intent of Beaufort County to solicit proposals for Janitorial Services for all Beaufort County Facilities North and South of the Broad River as described in this Request for Proposals (RFP).

2. TERM OF CONTRACT/OPTION TO EXTEND

The initial Contract Term shall be from July 1, 2010 to June 30, 2011. The Purchasing Director may extend this contract, it if appears to be in the best interest of the County and is agreeable with the Contractor. Said extension may be less than, but will not exceed four (4) additional one (1) year periods. The Contract will not be more than five (5) years in total. The Contractor will be notified, in writing at least 30 days prior to the expiration of current contract. Any request for a price increase will be evaluated prior to exercising the Option to Extend.

3. PRICE ADJUSTMENT

Prices shall remain firm, for a minimum of one (1) year. After the first year, written requests for increases in price may be submitted, in writing to the Purchasing Director. These requests should be forwarded by registered mail to ensure delivery. The

Purchasing Director reserves the right to accept the increased price, or to cancel the contract and award to the next proposer, or re-advertise for new proposals.

4. SECURITY CHECK

All personnel who will be involved with this contract must agree to a NCIC security/ background check at the expense of the Contractor/Proposer.

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5. FIDELITY AND/OR CASH BOND/EMPLOYEE DISHONESTY BOND

The successful Contractor(s) shall furnish a $25,000 Cash Property Loss/Employee Dishonesty Bond within ten (10) days after written notice of acceptance of proposal. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond. Any property missing during the term of the contract(s) shall be replaced using this bond.

6. ACCEPTANCE EVALUATION AND QUALITY ASSURANCE

The services provided will be subject to inspection by the County. All work not in accordance with the specifications will be handled as described under Item (C), Contract Service Specification, General Requirements.

7. DELIVERY AND PAYMENT

Payment for services rendered shall be made monthly (within 30 days after receipt of invoice), based upon valid and approved invoices submitted to the agency. Payment for services rendered under Optional Major Maintenance Cleaning Schedule will be made on the final completion of each task which is required and after approval by Contract Coordinator.

8. CONTRACT COORDINATOR

The Contract Coordinator for this project shall be Mark Roseneau, Director of Facilities Management (Phone: 843-470-6410). Vanessa Dixon is the Assistant to the Director of Facilities Maintenance (Phone: 843-470-6443).

PART III

SCOPE OF WORK

This specification cover provisions for a complete and efficient janitorial service, including all reasonable and necessary labor, supervision, equipment, licenses, insurance, and supplies in order to keep the contracted areas clean and properly supplied.

1.0 REQUIREMENTS

(A) General Information

Daily Cleaning Personnel
In addition to general daily cleaning, prospective Contractors must furnish a proposal for daytime cleaning personnel when required (see Other Provisions [continued]). The primary purpose of this person(s) will be to handle complaints and special cleaning. It will be acceptable for this person(s) to handle some portions of the general daily cleaning.

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Team Cleaning
Team cleaning concept is preferred.

Energy Clause
If mandatory energy conservation measures are applied to County facilities, the Contractor will be expected to alter his work schedule procedures as required for compliance. When the measures are lifted, the Contractor will then be required to bring the facilities back up to previous standards, within a reasonable period of time. This may involve cleaning during regular office hours in an effort to reduce energy costs.

(B) Quality Control Personnel

Quality Control is a very important part of this contract. The Contractor's quality control person shall contact the Contract Coordinator on a weekly basis.

(C) General Contract Conditions

Contractor Employee Policy
The Contractor agrees to be responsible for and shall provide general supervision of all his employees working under this contract. Whenever any employee(s) is working, there shall be a designated supervisor directing his/her work.

The Contractor shall ascertain that all his employees abide by the following rules:

(1) Employees shall wear an identification badge with employee name, picture, and company name at all times while on the premises.

(2) Employees shall be of good integrity and character.

(3) Employees shall not disturb any papers, boxes, or other materials, except that in trash receptacles or designated areas for trash, or unless such material is properly identified as trash.

(4) Employees shall report any property loss or damage to their supervisor immediately. The supervisor shall report such damage to the contracting agency in writing within 24 hours, specifying the location and extent of the damage. Failure to report such damage as required may be construed as default of the contract.

(5) Employees shall not open drawers, file cabinets, or use any telephone except public pay phones, unless given specific approval by the contracting agency.

(6) Employees shall not leave keys in doors or admit anyone into any building or office who is not a designated employee of the contractor. All doors which were locked upon entry will be immediately relocked.

(7) Employees shall not clean or move copy machines or other office machines, except when specifically requested by the contracting agency.

(8) Employees shall not engage in idle or unnecessary conversation with County employees, other employees of the Contractor, tenants, or visitors to the building.

(9) Employees shall not remove any article or materials from the premises, regardless of its value or regardless of any employee's or tenant's permission. This is to include the contents of any item found in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose.

(10) Employees shall abide by rules and regulations set forth by the State of South Carolina and Beaufort County which affect the performance of the work.

(11) Each employee of the Contractor shall have at least six months to one year of experience as a janitorial employee. Supervisory employees shall have at least one year of experience as a cleaning supervisor.

(12) Eating shall not be allowed by contract personnel.

(13) Employees must not bring their children, relatives or friends to work with them.

(14) Upon written request of the contracting agency to the Contractor, any Contractor's employee who fails to abide by these or other rules established by the contracting agency will be immediately pulled off the job and replaced.

Liability

The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

Insurance

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Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the Certificate Holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation **naming Beaufort County as an Additional Insured on the liability coverages**. If not otherwise specified, the minimum coverage shall be as follows:

Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT.

Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT.

The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

Performance Bond

A Performance Bond shall not be required of the awarded contractor; however, a fidelity or cash bond, as listed in item 5, Part II, page 4, shall be

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required if awarded.

Laws
The Contractor shall comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor, and equal employment opportunity laws.

Equipment and Supplies
The Contractor shall provide all equipment, including but not limited to mops, vacuum cleaners, cleaning solutions, high speed buffers/wax and other necessary items (adequate in kind, quantity, and quality) for professionally performing all work in this contract, except light bulbs, as follows:

The Contractor will also furnish the following which must be Green Seal certified, follow the EPP guidelines or are LEED approved.

1. All paper items shall meet the EPA Federal Procurement regulations for post consumer recycled content and include:

   a. non-chlorine bleached paper towels,
   b. seat covers, and
   c. two-ply soft toilet tissue

   Present service provider is supplying the County with a Howard Paper tissue product, "Acclaim" brand. The County will not restrict tissue to this type, as other comparable brands will be reviewed for acceptability by staff.

2. Time release air fresheners to be furnished in every restroom and conference room and maintained throughout the Contract by the Contractor.

3. Liquid soap for all dispensers (Quality to be approved by County). The present provider provides lotion soap (institutional type) for facilities; however, other comparable brands will be considered for use, and the listing of above products does not limit the Contractors from offering other brands.

4. All fixtures for soap, tissue, and seat covers.

5. Walk-off mats at all entrance and exits. These mats shall be kept clean and changed as required.

6. An eight cubic yard dumpster for each building, as required.

A master list with each MSDS sheet shall be available at all times for each

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cleaning solution and all chemicals used in Beaufort County facilities. The MSDS sheets shall be kept at all times in the janitorial supply closets at each location with stored and/or used chemicals.
Quality of all products furnished shall be subject to the approval of the Contract Coordinator. Samples of 1 (a-c) above must be submitted for approval and 2-4 by request of the Purchasing Director prior to the determination of award.

Losses to the County, caused by inferior quality equipment (including negligent operation) or supplies will be reimbursed by the Contractor.

Utilities
The County will provide the Contractor with all normal utilities necessary for performing this contract (electricity, lights, water, etc.). Upon written request from the Contracting Agency, the Contractor will comply with energy conservation requirements.

Storage
The Contracting Agency will provide the Contractor with reasonable storage space for supplies and equipment. The Contracting Agency will also provide reasonable security to protect the Contractor form loss of equipment and supplies.

The Contractor shall keep all janitor closets, storage rooms, and other spaces assigned to his use clean, orderly, and locked at all times. Exceptions shall be made only with prior written permission from the Contracting Agency.

Inspection
The Contractor shall accompany a designated representative(s) on County inspections of the work at any time during County business hours. The Contracting Agency reserves the right to make determination as to whether service is being performed satisfactorily.

Default
Failure to satisfactorily perform the services required by the contract will be grounds for the Contracting Agency to declare the Contractor in default. All contract disputes will be referred to Beaufort County Purchasing Director for resolution.

Work Conferences
At least every 30 days, the Contractor will meet with the Contract Coordinator for a conference and tour to evaluate the performance of the contract. A written monthly performance report may be requested by the Contract Coordinator.

Complaint System
Complaints shall be documented in writing and sent to the Contract

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Coordinator. Contractor shall respond to complaints and correct any problems within 24 hours. Recurring complaints shall warrant a deduction and/or fine/penalty in the amount of $100.00 for each occurrence at the discretion of the Contract Coordinator and the Purchasing Director. Recurring complaints may result in contract default as judged by the County, and a termination of contract. Contractor correspondence to anyone other than the County Purchasing Director or the Contact Coordinator may result in a termination of contract.

Minimum Wage

In the event of a federal minimum wage increase, the contract price will not be subject to renegotiation. No changes will be made without approval in writing to both parties of the contract.

(D) Contract Service Specification

General Requirements

The Contractor will furnish labor, supervision, materials, licenses, insurance, supplies, and equipment to perform these services in a manner that is satisfactory to the contracting agency. The Contractor is expected to conduct the contract operations in a professional manner and to supply generally accepted janitorial services.

The Contractor shall correct all complaints and supply special requests for services with a reasonable time period. All complaints, both major and minor, shall be investigated during the same working day. Any complaints which cannot be corrected during the same working day, or which is considered unreasonable, or which cannot be dealt with for reasons beyond the Contractor's control shall be specifically reported to the Contract Coordinator. Uncorrected complaints, if not considered unreasonable by the Contract Coordinator, shall be cause for and all of the following actions by the Contracting Agency:

(1) To obtain the services from within its own staff or from another available source, without prior notice to the Contractor. Costs for these services will be charged to the Contractor.

(2) To cancel the contract as provided for under General Provision 15, notice of such action, if deemed necessary, shall be made by certified mail (return receipt requested) and either received or refused at the office of the Contractor listed in the contract. If action results in cancellation, the Contracting Agency will assess any costs or damages due the Contractor. The Contractor will be liable for any damages due and for any excess costs of obtaining the services for the balance of his original contract period, or until such time a new Contractor has been established.

General Daily Cleaning

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The Contractor must provide the following services, no less frequently than the schedule specifies. The Contract Coordinator of the contracting agency will inspect the premises on a random basis, to ascertain whether the services are being provided.

(1) Daily Cleaning

The following tasks must be accomplished during each day or evening shift, Monday through Friday, except for County Holidays:

a. Empty all trash cans (wash if needed). Plastic liners will be used and changed daily if dirty.

b. Collect all materials clearly marked with the word "trash."

c. Deposit all trash and boxes in dumpsters or other areas designed for that purpose.

d. Sweep all uncarpeted floors and mats (including stairwells, offices, and entrance areas). All floors must be kept clean, dirt free, and trash free. Spots or stains will be removed immediately (spray buff, if necessary).

e. All carpets shall be thoroughly vacuumed five (5) nights a week in non-traffic areas and every day in traffic areas. "Thoroughly vacuumed" is defined as vacuuming all exposed carpet: i.e., under chairs, tables, desks, etc. **Chair arms should not be forced under desks and tables.** Contractor shall be responsible for all damages.

All carpets shall be vacuumed (traffic isles) every night and all stains removed. **Vacuum cleaners and other equipment should not be allowed to hit against doors, walls, corners, etc.**

f. Clean and shine all chrome fixtures, including drinking fountains and moldings.

g. Spot clean glass surfaces, including entrance areas and glass partitions.

h. Sweep outside entrances, sidewalks, porches, steps and ramps (hose down, if necessary).

i. Clean up trash, paper, cigarette butts, litter, chewing gum and bird droppings in and around the building (wash down, if necessary).

j. Wash and/or dust and spot clean all walls, woodwork, switch

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plates, ledges, fire extinguishers, and other areas exposed to dust, smudges, and scrapes.

k. Special clean-up of areas which have had furniture, equipment, unpacked cartons, carpet moved or routine building maintenance preformed. These areas should be brought up to the same level of cleanliness and appearance as surrounding or adjacent areas, within a reasonable amount of time (24 hrs.).

l. Vacuum and spray/wipe clean all elevator door tracks. Loose paper, pins, clips, and other trash will be removed. Check area above elevator(s) and clean as needed.

m. All gym areas to be swept and mopped daily.

n. Daily restroom maintenance:

1. Replenish all restroom supplies. The contractor must ensure there are sufficient quantities to last all day, including replenishment during the day if necessary, and Saturdays for buildings open on Saturdays.

2. Sweep floor. Wet mop with disinfectant cleaner or with soap and water in order to keep the floor clean and sanitary.

3. Wash and sanitize toilets, seats, and urinals.

4. Clean sinks.

5. Damp wipe and polish all chrome surfaces and mirrors.

6. Dust and/or wash all walls, ledges, grills, and partitions to keep dust-free, dirt-free, and clean.

7. Empty all trash cans (wash if needed). Plastic liners will be used and replaced when wet or dirty.

8. Deodorize and disinfect all traps, drains, toilets, and urinals. Provide deodorant bars.

9. Dust and damp wipe all horizontal surfaces.

(2) <u>Weekly (every week)</u>

a. Dust and damp wipe all horizontal surfaces.

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b. Dust all Venetian blinds.

c. Thoroughly wash all restroom walls and partitions.

d. Wash and dry all standing glass doors and windows.

e. Scrub vinyl tile floors and buff to keep floors clean and shiny.

f. Scrub concrete stairs with cleaning compound and rinse.

g. Carpeted corridors and traffic aisles shall be pile lifted weekly, using a certified pile lifter.

(3) Bi-Weekly (every two weeks)

(E) Major maintenance Cleaning Schedule
The Contractor must provide the following services on the schedule specified and submit in writing to the Building Manager and/or Contract Coordinator.

(1) Monthly (every month)

a. Vacuum air grills and diffusers.

b. Vacuum all light diffusers.

c. Shampoo or steam clean all carpet in traffic areas, first floor, Human Services Building.

d. Shampoo or steam clean all entry area carpet in all libraries.

(2) Bi-Monthly (Every other month)

a. Shampoo or steam clean carpets in library meeting rooms at the Beaufort and Hilton Head libraries.

(3) Quarterly Services (every quarter)

a. Wash and dry all glass inside building, including interior windows.

b. Completely sweep, strip, re-wax, and buff all tile, linoleum, and terrazzo.

c. Wash air grills and diffusers.

d. Shampoo or steam clean all carpet on the first floor traffic areas, including the Council Chambers and Executive

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Conference Room in the Administration Building and at the Beaufort County Government Complex South.

e. Shampoo or steam clean all carpet in all libraries. Carpet tiles in the Beaufort Library must be cleaned using the dry extraction method. MSDS must be provided and advance notice given.

f. Shampoo or steam clean carpet in the non-traffic areas in the Human Services Building.

g. Clean and wax all wooden furniture.

(4) Semi-Annual Services (every six months)

a. Shampoo or steam clean all carpet in all areas of buildings not previously listed.

b. Completely wash and dry all exterior windows.

(5) Annual Services (every 12 months)

a. Wash and dry all Venetian blinds. Blinds will be removed from windows before cleaning (when required).

b. Clean all light lens, light globes, and light diffusers.

(6) Emergency Services

Included in your proposal price shall be emergency cleanup, to include but not be limited to spills; blood and body fluids, as related to blood born pathogens OSHA Standard 29-CRD 1 910-10-30, or any applicable OSHA requirements, complaints, and extraordinary clean up situations. There shall be a minimum of two persons certified to handle these situations, one South of the Broad River and one North of the Broad River, available to respond to any emergency situation between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Guaranteed response item shall be within 30 minutes of notification; and Offeror understands and agrees, that if awarded this contract, he/she shall pay $25 as liquidated damaged for every 30 minute period that he/she is in default of this requirement. **All Offerors must submit a copy of their exposure and infectious disease control plan with their proposal.**

NOTE: All services listed under annual requirements shall be performed during the first 90 days of the contract period. This is in addition to the normal daily, weekly, monthly, quarterly, and semi-annual requirements.

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(7) Special Requirements

a. If any type of normal janitorial duties have been inadvertently omitted, the contract is to be interpreted to include same.

b. Carpets must be kept free of dirt and stains. Carpet pile must not be allowed to become flat or matted.

c. Libraries

1. Exposed surfaces of book shelving (including top and bottom shelves) should be dusted with clean, dry, untreated cloths or vacuumed using a special hand-held attachment. This obviously cannot be done daily or weekly, but some should be done each day, working through the stacks so that everything is covered periodically.

2. Laminate tabletops and countertops in public areas need to be cleaned daily, with a cleaner suitable for laminate surfaces: Butchers Red Rocket-Degreaser, LesToil, PineSol, Top Job, Fantastic, Joy or Lux have been tested and found suitable by the manufacturer. Laminate end panels need less frequent cleaning. Waxes considered appropriate for these laminates are: Countertop Magic, Panel Life, Sheila-Shine, Favor, Pledge, and Mica-Lustre.

3. Countertop surfaces on the Beaufort Library main service desk should be cleaned monthly with Murphy's Oil Soap and water, using a "soft, dry" rag. Tables in the South Carolina Room should be treated as fine furniture.

4. Shower in the Beaufort Library staff restroom will be cleaned by staff following each use. However, weekly janitorial cleaning and sanitizing is also required.

d. Council Chambers

Council Chambers and the Executive Conference Room must be cleaned by Tuesday morning after each County Council meeting every 2nd and 4th Monday of the month, and after each City Council meeting every 2nd and 4th Tuesday of each month. The dais in the Council Chambers shall be cleaned

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every Friday.

e. County Administrator's Office

The County Administrator's office shall be thoroughly cleaned daily.

f. Hilton Head Island Airport

1. Daily cleaning shall mean every day, seven days a week.

2. Cleaning persons are required during open hours, 18 hours a day, 365 days a year. These persons must be certified to handle all emergency situations as listed herein.

3. Hilton Head Island Airport will provide walk-off mats and dumpster.

4. Daily cleaning tasks shall be performed on day shift and night shift.

5. Carpet to be vacuumed and stains removed twice per day. This work shall only be done between flights.

6. ~~Only interior glass surfaces 6' high from floor are to be cleaned every day.~~ on up

7. Contractor will keep all terrazzo floors buffed and shinned at all times.

8. Restrooms must be thoroughly cleaned every two hours (between flights), 18 hours per day, 365 days per year per the following:

(a) Replenish all restroom supplies. The Contractor must ensure there are sufficient quantities to last all day, including replenishment during the day if necessary.

(b) Sweep floor 4 times a day. Wet mop with disinfectant cleaner or with soap and water, in order to keep the floor clean and sanitary.

(c) Wash and sanitize toilets, seats, and urinals.

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(d) Clean sinks and damp wipe and polish all chrome surfaces and mirrors 4 times a day.

(e) Dust and/or wash all walls, ledges, grills, and partitions to keep dust-free, dirt-free, and clean.

(f) Empty all trash cans (wash if needed) 4 times a day. Plastic liners will be used and replaced when wet or dirty.

(g) Deodorize and disinfect all traps, drains, toilets, and urinals.

9. Other areas at the Hilton Head Island Airport shall be cleaned as follows:

(a) Twice Weekly

(1) Thoroughly wash all restroom walls and partitions.

(b) Weekly (every week)

(1) Dust and damp wipe all horizontal surfaces.

(2) Wash and dry all standing glass doors and windows.

(3) Scrub vinyl tile floors and buff to keep floors clean and shiny.

(4) Carpeted corridors and traffic aisles shall be pile lifted weekly, using a certified pile lifter.

(c) Bi-Weekly (every two weeks)

10. Major maintenance Cleaning Schedule
The Contractor, when requested, must provide the following services on the schedule specified:

(a) Monthly (every month - between hours of 12:00 a.m. and 5:00 a.m.)

(1) Shampoo or steam clean all carpet in traffic areas.

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(2) Shampoo or steam clean all entry area carpet.

(b) Quarterly Services (every quarter)

(1) Wash and dry all glass 6' high and down inside building, including interior windows.

(2) Completely sweep, strip, re-wax, and buff all tile, linoleum, and terrazzo between the hours of 12:00 a.m. and 5:00 a.m.

(3) Shampoo or steam clean all carpet between the hours of 12:00 a.m. and 5:00 a.m.

(4) Clean and wax all wooden furniture.

(c) Semi-annual Services (every six months)

(1) Shampoo or steam clean all carpet in all areas of buildings not previously listed, between the hours of 12:00 a.m. and 5:00 a.m.

(8) Adjustment of Services

The County reserves the right to adjust the cleaning schedule and/or location(s) as may be deemed necessary during the contract period. The monthly cost shall be utilized to obtain the change in contract price resulting in adjustments in service.

(9) Reports

The Contractor shall furnish the Purchasing Department recommended changes to the existing scope of work for each building every quarter.

4.0 WARRANTY

The Contractor warrants to the agency that all work performed, as a result of this Request for Proposal and specification, will be performed in a professional manner consistent with industry practice.

5.0 BUILDING DATA

All information provided herein is estimated. All Proposers/Contractors will be responsible for actual counts and measurements of all Building(s) details.

6.0 RECYCLING REQUIREMENTS

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Beaufort County requires that the awarded contractor pick-up recycled paper products (greenbar, newspapers, magazines, bond paper, etc.) along with aluminum cans on an as-needed basis, and, at a minimum, monthly take all recycled products to the Material Recovery Facility for processing. A copy of the truck receipt that is issued by Material Recovery Facility will be sent to the Facilities Manager monthly.

Presently, most facilities are actively recycling paper products; however, some small facilities do not participate in the program, i.e., most of the community centers with the Parks and Leisure Services Department.

Please note that item 6 on page 3 of the cost proposal shall be used for all recyclables pickup for Northern Beaufort County is $375.00 monthly, and for Southern Beaufort County is $350.00 monthly.

7.0 ACCESS TO FACILITIES

The following department heads shall be contacted to set up appointments and allow for access to facilities. All other departments can be viewed on an as-needed basis, by checking in with the front office and showing positive identification.

Paul Andres, Airports Director, Hilton Head and Lady's Island, (843) 689-5409
Cristina Roberson, Parks & Leisure Services Director (843) 470-6208
Suszanne Cook, Sheriff's Office Administrative (843) 470-3275 Take out.

8.0 Recycling Requirements

Beaufort County requires that the awarded contractor pickup recycled paper products (greenbar, newspapers, magazines, bond paper, etc.) along with aluminum cans on an as needed removal basis, and, at a minimum, monthly take all recycled products to the Hickory Hill Landfill for disposal. A copy of the truck receipt that is issued by Hickory Hill Landfill will be sent to the Contract Coordinator monthly.

9.0 Minimum Work Experience

A minimum of two (2) years experience providing janitorial services comparable to the proposed scope of work in this RFP. Your company will be considered non-responsive if you do not provide proof of providing janitorial services for a period of two (2) years (Must currently be in business providing janitorial services). The contractor must include examples of comparable work to include contact information (name, phone number, and email address of the municipality's representative). See exhibit C

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PART IV

EVALUATION CRITERIA

EVALUATOR:_____ DATE:_____

RFP#:_____ TITLE:_____

OFFEROR:_____

		POINT RANGE	POINTS ASSIGNED
1.0	Demonstrated understanding of the problems and needs presented by the project.	Points	
2.0	Soundness of Offeror's approach to the problems and needs presented by the project, including Offeror's methodology for achieving specific tasks and objectives.	Points	
3.0	Experience and capacity of offeror, including recent and related experience. Contractor must provide staff resumes and information on past contracts of similar size.	Points	
4.0	Qualifications of project personnel and Offeror's ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP.	Points	
5.0*	Cost effectiveness and reasonableness of Offeror's proposed fee.	Points	
	TOTAL POINTS:	100 Points	

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PART V

CONTRACTUAL REQUIREMENTS

1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

2.0 S.C. LAW CLAUSE: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein, before entering into any contract.

4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

9.0 PAYMENT AND PERFORMANCE BOND: The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is $10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.

11.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III,* as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 470-2815 for a list of schedules.

12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this

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Invitation.

13.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

13.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

13.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT.

13.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT.

13.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY: The Contractor hereby agrees to indemnify and save harmless the

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County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

PART VI

SPECIAL INSTRUCTIONS

1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the Offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.

2.0 RECEIPT OF PROPOSAL: Proposals, amendments thereto, or withdrawal requests

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received after the time advertised for proposal closing will be void, regardless of when they were mailed.

3.0 PREPARATION OF PROPOSAL

3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.

5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.

6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

6.1 Determine in greater detail such Offeror's qualifications.

6.2 Explore with the offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.

6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.

6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contact must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of this RFP.

9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

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12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.

13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

14.0 PROTEST PROCEDURES

14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.2 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

14.2.1 State the reasons for the action taken; and

14.2.2 Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

14.5.1 Any person adversely affected by the decision appeals

administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

14.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

PART VII

PROPOSAL SUBMISSION REQUIREMENTS

To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:

1.0 Letter of Transmittal - limit to two printed pages.

1.1 Identify your proposal's principal strengths.

1.2 Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.

1.3 State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.

1.4 Has your company or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity? If yes explain fully if this statement applies to your company.

1.5 Has your Company or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to sexual harassment or discrimination? If yes explain fully.

1.6 Has there been an investigation by any government agency against your company in the past 5 years? If yes explain describing each investigation and the findings of each.

1.7 Indicate the number and dates of amendments that you have received.

2.0 Provide separate work plan for every proposal, using form as of **Exhibit A.**

3.0 Provide background and expertise of staff using format of **Exhibit B.**

4.0 Submit copy of your quality control program and copy of all forms used.

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5.0 Submit a copy of your Exposure and Infectious Disease Control Plan and certifications that employees are trained to handle these situations.

6.0 List all of Offeror's prior similar projects (include all present and past; local, state, and federal agencies, school districts, etc.) with name, address, and phone number of a contact with whom the County can discuss proposers past performance using the format of **Exhibit C.** If you have not contracted with any government agency, list at least five (5) of your larger contracts.

7.0 Provide cost proposal, using format at **Exhibit D.**

8.0 List any exceptions to this RFP.

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RFP NO. _____ EXHIBIT A

PAGE _____ of _____

NORTH OF THE BROAD
WORK PLAN

BUILDINGS WITHOUT DAYTIME PERSONNEL INCLUDED

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES

DAYTIME PERSONNEL

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES

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PAGE _____ of _____

SOUTH OF THE BROAD
WORK PLAN

BUILDINGS WITHOUT DAYTIME PERSONNEL INCLUDED

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES

DAYTIME PERSONNEL

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES

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RFP NO. _____ EXHIBIT B
PAGE _____ of _____

PERSONNEL STAFFING

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
1. _____ (Name) _____ (Title)	
2. _____ (Name) _____ (Title)	
3. _____ (Name) _____ (Title)	
4. _____ (Name) _____ (Title)	
5. _____ (Name) _____ (Title)	

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RFP NO. _____ EXHIBIT C
PAGE _____ of _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Work
5. If this contract was terminated before end of contract term, explain why below:

References: Contracting Office _____
Title: _____
Address: _____
City: _____ State _____ Zip _____
Telephone #(s): _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Work
5. If this contract was terminated before end of contract term, explain why below:

References: Contracting Office _____
Title: _____
Address: _____
City: _____ State _____ Zip _____
Telephone #(s): _____

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RFP NO. _____ EXHIBIT C
PAGE _____ of _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Work
5. If this contract was terminated before end of contract term, explain why below:

References: Contracting Office _____
Title: _____
Address: _____
City: _____ State _____ Zip _____
Telephone #(s): _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Work
5. If this contract was terminated before end of contract term, explain why below:

References: Contracting Office _____
Title: _____
Address: _____
City: _____ State _____ Zip _____
Telephone #(s): _____

EXHIBIT D

COST PROPOSAL

I. MANPOWER

A. General Cleaning (Daily) and Daytime Personnel. Each offeror must provide, in Exhibit A, his offer of the number of people he will regularly provide for general cleaning. Unless otherwise specified, the daily cleaning will be scheduled between the hours of 5:00 p.m. and 1:00 a.m.

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II. GENERAL CLEANING CONTRACT COST FOR ALL BUILDINGS WITHOUT DAYTIME PERSONNEL UNLESS OTHERWISE SPECIFIED

PROPOSAL PRICE SCHEDULE

1	Location	Department	Address	Per Month	Yearly
2		North of Broad			
3	Administration Building	Various	100 Ribaut Road Beaufort 29902		
4	Arthur Horne Building	GIS, Magistrate, MIS, Risk Mgmt	104 Ribaut Road Beaufort 29902		
5	Beaufort Library	Library	311 Scott Street Beaufort 29902		
6	BIV #1	Legal, ICE, Clemson, Deputy Administrator	102 Industrial Village Dr Bldg 1 Burton 29906		
7	BIV #2	Finance, Purchasing	102 Industrial Village Rd Bldg 2 Burton 29906		
8	BIV #3	Engineering	102 Industrial Village Rd Bldg 3 Burton 29906		
9	BIV #4	Voter Registration	15 John Galt Beaufort 29906		
10	BIV #5	Record's Mgmt	113 Industrial Village Road Burton 29906		
11	Booker T. Washington Center	PALS	182 Big Estates Circle Yemassee 29945		
12	Burton Wells - PALS Admin/Gym	PALS	1 Middleton Recreation Drive Burton 29906		
13	Burton Wells Senior Center	PALS	1 Middleton Recreation Drive Burton 29906		
14	Central Garage	Public Works	120 Shanklin Road Burton 29906		
15	Coroner's Office	Coroner	102 Shanklin Road Burton 29906		
16	Courthouse	Various	102 Ribaut Road Beaufort 29902		
17	Dale Center	PALS	364 Keans Neck Road Dale29940		
18	DNA Lab	Sheriff's Office	111 Industrial Village Rd. Burton 29906		
19	EMS	EMS	2727 Depot Road Beaufort 29902		
20	Facility Maintenance	Public Works	120 Shanklin Road Burton 29906		
21	Fuel Manager's Office	Public Works	106 Shanklin Road Burton 29906		
22	Grounds Maintenance	Public Works	120 Shanklin Road Burton 29906		
23	Human Services Building	Various	1905 Duke Street Beaufort 29902		
24	Lady's Island Airport	Airport	39 Airport CircleLady's Island 29907		
25	Lobeco Library	Library	1862 Trask Parkway Lobeco 29931		
26	Mosquito Control	Mosquito Control	84 Shanklin Road Burton 29906		

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27	Public Works Main	Public Works	12 nklin Road Burton 29906	
28	Sheldon Magistrate	Magistrate	1860 Trask Parkway Lobeco 29931	
29	~~Sheriff's Annex~~ SLP	Sheriff's Office	Depot Road	
30	~~Sheriff's Gym~~ SLP	Sheriff's Office	Depot Road	
31	Storm Water Building	Public Works	120 Shanklin Road Burton 29906	
32	Recyclables Pickup	Various	100 Ribaut Road Beaufort 29902	
33	Subtotal Without daytime personnel North of Broad River (3-32)			
34	Discount if awarded total contract for buildings 3 through 32			
35	Total without Daytime Personnel North of the Broad River, if awarded contract for all buildings			
36	South of Broad			
37	Bluffton Gym	PALS	59-C Ulmer Road Bluffton 29910	
38	Bluffton Library	Library	120 Palmetto Way Bluffton 29910	
39	Bluffton Recreation Center/Senior center	PALS	618 Ulmer Road Bluffton 29910	
40	Buckwalter Rec. Center	PALS	905 Buckwalter Pkwy Bluffton 29910	
41	Green Shell Park	PALS	99 Squire Pope Road HHI 29928	
42	~~HHA Terminal Flooring~~ ?	Airport	120 Beach City Road Hilton Head 29921	
43	Hilton Head Admin Bldg	Administration	539 William Hilton Pkwy 29921	
44	Hilton Head Airport Terminal	Airport	120 Beach City Road Hilton Head 29921	
45	Hilton Head Airport Tower	Airport	120 Beach City Road Hilton Head 29921	
46	Hilton Head Library	Library	11 Beach City Road HHI 29926	
47	Myrtle Park	Administration	4819 Bluffton Parkway 29910	
48	Public Works South	Public Works	104 Simmonsville Road Bluffton 29910	
49	~~Sheriff's Office HHI~~ SLP	Sheriff's Office	7 Lagoon Road HHI 29928	
50	Recyclables Pickup			
51	Subtotal Without daytime personnel South of the Broad River (37-50)			
52	Discount if awarded total contract for buildings 37 through 50			
53	Total without Daytime Personnel South of the Broad River, if awarded contract for all buildings			
54				
55	Day Porter Service	All Buildings	North of Broad	
56	Day Porter Service	All Buildings	South of Broad	
57			Total Day Porter Services	
58	**Grand Total (total of lines 35,53, and 57):**			

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Business Information

Date Business Established: _____

Check One: Proprietorship_____
Partnership_____
Corporation_____

Total Business Income (from Janitorial Services):

Fiscal Year to Date: $_____
(Fiscal Year Began): _____

Last Fiscal Year: $_____
(Fiscal Year Dates): _____

Note: The successful offeror should be prepared to furnish a complete, current financial statement within five (5) days after notification of award.

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED AN REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES NO (IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

_____

_____

This proposal is submitted for use in connection with and in response to (1)_____ _____. This is to certify that to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2)_____ _____, and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of an audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative Authorized to enter into contract with Beaufort County Council:

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(3)_____ _____

DATE OF EXECUTION SIGNATURE OF OFFEROR

_____

TITLE OF OFFEROR

Company:_____ _____

Offeror's Federal Employer I.D. Number

Telephone:_____

Fax Number:_____ S.C. Tax Number:_____

Offeror's Federal I.D.#:_____

All the information contained in this proposal is to be relied upon by the County Council of Beaufort County is true, accurate, and complete. Any material misrepresentation herein may, at the discretion of the County, be treated as grounds for refusing to consider or accept any proposal or for voiding any resultant agreement.

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Exhibit ___E

Furnish all labor, supplies (paper products, liquid soap, etc.), in order to successfully provide custodial services as described in Parts I - VII of this proposal. Most specific services are outlined in the frequency chart below.

Scope and frequency of work performed:

Sweep and mop hard surfaces	Daily	~~M, W, & F~~
Vacuum carpeted areas	Daily	~~M, W, & F~~
Remove Trash/Replace Liners	Daily	~~M, W, & F~~
Clean Entrance Glass	Daily	~~M, W, & F~~
Sweep and Pick Up Entrances	Daily	~~M, W, & F~~
Clean and Stock Baths	Daily	~~M, W, & F~~
Polish All Metal	Weekly	Mon
Dust Blinds	Weekly	Wed
Spot Clean Walls, Light Switches, etc.	Weekly	Fri
Spot Scrub Bath Partitions and Walls	Weekly	Fri
Clean Trash Containers	Monthly	1st Wed
Sweep Carpet Edges and Corners	Monthly	1st Wed
Strip and wax all hard surfaced areas	Quarterly	1st wk of qtr
Steam clean/bonnet clean carpeted areas	Quarterly	2nd wk of qtr
Clean interior windows and blinds	Semi-annually	3rd wk of qtr

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Building Information

Location	Department	Address	Gross Square Footage	# of Floors	# of Rest-rooms	Stairwells	Elevators	Monthly Current Pricing	# of weekly cleanings	Special Notes
North of Broad										
Administration Building	Various	100 Ribaut Road Beaufort 29902	36,614	2	7 (4 public)	2	2	$ 5,374.64	5	Recyclables Pick-up located inside Administration building, bill as separate item
Arthur Horne Building	GIS, Magistrate, MIS, Risk Mgmt	104 Ribaut Road Beaufort 29902	16,702	1	2	0	0	$ 3,067.64	5	
Beaufort Library	Library	311 Scott Street Beaufort 29902	33,783	2	9 (8 public)	3	1	$ 3,751.64	5	
BIV #1	Legal, ICE, Clemson, Deputy Admin	102 Industrial Village Dr Bldg 1 Burton 29906	2,500	1	3	0	0	$ 650.00	3	
BIV #2	Finance, Purchasing	102 Industrial Village Rd Bldg 2 Burton 29906	2,500	1	2	0	0	$ 650.00	3	
BIV #3	Engineering	102 Industrial Village Rd Bldg 3 Burton 29906	2,500	1	4			$ 495.00	5	Does Carolina clean Clemson?
BIV #4	Voter Registration	15 John Gault Beaufort 29906	4,000	1	4			$ 600.00	3	
BIV #5	Record's Mgmt	113 Industrial Village Road Burton 29906	10,000	2				$ 375.00	3	

Booker T. Washington Center	PALS	182 Big Estates Circle Yemassee 29945	2,433	1	3	0	0	$ 110.00	As needed	
Burton Wells - PALS Admin/Gym	PALS	1 Middleton Recreation Drive Burton 29906	24,000	1				$ 2,667.50	7	
Burton Wells Senior Center	PALS	1 Middleton Recreation Drive Burton 29906	14,000					$ 615.00	5	
Central Garage	Public Works	120 Shanklin Road Burton 29906	100					$ 185.00	5	
Coroner's Office	Coroner	102 Shanklin Road Burton 29906	896	1				$ 150.00	2	
Courthouse	Various	102 Ribaut Road Beaufort 29902	61,796	2	21 (4 public)	5	3	$ 5,635.00	5	
Dale Center	PALS	364 Keans Neck Road Dale29940	1,806	1	2	0	0	$ 405.00	5	
DNA Lab	Sherrif's Office	111 Industrial Village Rd. Burton 29906	4,000	1					3	Business Hours Cleaning Only
Emergency Medical Services	EMS	2727 Depot Road Beaufort 29902	7,698	1				$ 425.00	5	
Facility Maintenance	Public Works	120 Shanklin Road Burton 29906	5,098	1	2	0	0	$ 580.00	3	
Fuel Manager's Office	Public Works	106 Shanklin Road Burton 29906	896	1				$ 150.00	2	
Grounds Maintenance	Public Works	120 Shanklin Road Burton 29906	750	1	2	0	0	$ 252.00	3	

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Human Services Building	Various	1905 Duke Street Beaufort 29902	34,737	2	7	2	2	$ 4,346.64	5	Includes vacuuming five days a week and cleaning all carpet four days a week
Lady's Island Airport	Airport	39 Airport Circle Lady's Island 29907	4,066	1	2	0	0	$ 600.00	~~Paul~~	
Lobeco Library	Library	1862 Trask Parkway Lobeco 29931	1400					$ 1,190.00	5	
Mosquito Control	Mosquito Control	84 Shanklin Road Burton 29906	1,475	1	2	0	0	$ 375.00	5	
Public Works Main	Public Works	120 Shanklin Road Burton 29906	5,720	1	5	0	0	$ 1,150.00	5	
Sheldon Magistrate	Magistrate	1860 Trask Parkway Lobeco 29931	1,100	1	1	0	0	$ 252.00	1	
Sherrif's Annex	Sherrif's Office	Depot Road	1,700	1	1			$ 175.00	1	
~~Sherrifs Gym~~	Sherrif's Office	Depot Road	2.4k?	2.4k?				$ 185.00	1	
Storm Water Building	Public Works	120 Shanklin Road Burton 29906	2,300	1	1	0	0	$ 480.00	5	
Recyclables Pickup	Various	100 Ribaut Road Beaufort 29902						$ 375.00		Located inside Admin building
Day Porter	Various	As Needed						$ 2,941.64	As needed	
South of Broad										
Bluffton Gym	PALS	59-C Ulmer Road Bluffton 29910	11,007	1	2	0	0	$ 531.39	1	See Gym Floors
Bluffton Library	Library	120 Palmetto Way Bluffton 29910	1,625	1	1	0	0	$ 4,327.60	5	

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Bluffton Recreation Center	PALS	61B Ulmer Road Bluffton 29910	4,970	2	3	2	1	$ 395.64	5	
Buckwalter Rec. Center	PALS	905 Buckwalter Pkwy Bluffton 29910	22,500					$ 3,407.00	7	
Green Shell Park	PALS	99 Squire Pope Road HHI 29928	1200					$ 455.00	3	
HHA Terminal Flooring	Airport	120 Beach City Road Hilton Head 29921	18,000	1	4	0	0	$ 4,325.00	7 Paul	
Hilton Head Admin Bldg	Administration	539 William Hilton Pkwy 29921	9,000	2	3	1	0	$ 1,656.60	5	
Hilton Head Airport Terminal	Airport	120 Beach City Road Hilton Head 29921	18,000	1	4	0	0	$ 5,070.76	7	Please include additional charge for buffing and waxing terminal floors
Hilton Head Airport Tower	Airport	120 Beach City Road Hilton Head 29921						$ 297.00	2 Paul	
Hilton Head Library	Library	11 Beach City Road HHI 29926	26,900	1	4 (2 public)	0	0	$ 3,692.60	5	
Myrtle Park	Administration	4819 Bluffton Parkway 29910	2,100					$ 2,398.86	5	
Public Works South	Public Works	104 Simmonsville Road Bluffton 29910	1500	1	1	0	0	$ 578.00	5	
Sherrif's Office HHI	Sherrif's Office	7 Lagoon Road HHI 29928	4,500	1	4	0	0	$ 2,275.00	5	
Recyclables Pickup								$ 350.00		
Day Porter	Various	As Needed						$ 1,901.60	5	

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LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand ($10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or $10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document _____, dated _____.

Company Name:_____ Principal Name:_____

Company Address: _____

_____

Secretary of State Designation: (Corporation, Individual, Partnership, other)_____
Beaufort County Business License/Classification:_____
Tax Obligation Current:

Signature of Principal/Date: _____

Witness/Date: _____

Form 2.537 1

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SMALL AND MINORITY BUSINESS PARTICIPATION PROVISIONS

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the proposer is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. Proposal documents require documentation of an Offeror's efforts to recruit small and minority business.

In order to demonstrate compliance, Offeror's shall submit the following completed documents with the sealed bid submittal clearly marked with the RFP number, project name and number and marked Section 2.537.2 "Small and Minority Business Program Participation" with their bid:

1. Signed non-discrimination statement (Sec. 2.537.2.1)
2. Proposed schedule of small and minority owned business enterprise participation (Sec. 2.537.2.2) and;
3. Documentation of Bidder's Recruiting Effort (10 day notice to subcontractors (Sec 2.537.2.3)

Documentation of the bidder's efforts to recruit small and minority owned businesses shall be submitted within the sealed bid document. Efforts must include the following:

a. Providing all documentation required in Section 2.537.2.

b. Providing evidence that Small and Minority owned businesses are solicited whenever they are potential sources.

c. Not less than ten (10) calendar days prior to bid submittal, an Offeror must provide written notice to small and minority businesses of the Offeror's interest in receiving sub-proposals on a project.

d. A Offeror's written notice consists of a letter containing the Offeror's name; county RFP number; description of work available for subcontracting; Offeror's contact information; information on availability of plans and specifications; and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and, or insurance.

e. A copy of the letter sent to small and minority businesses and a list of businesses to which the letter was sent is required to be provided with RFP documents along with the fax transmittal confirmation slip for

letters sent by fax and copies of metered or stamped envelopes for letters sent by mail.

Each participating Offeror is required to take the affirmative steps outlined in subparagraphs a) through e) above.

Failure to submit adequate documentation, or false information, will result in a recommendation that the Offeror not be awarded this contract.

The contractor is required to fulfill any small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor will maintain records and information necessary to document compliance with the Small and Minority Business Program requirements, and Beaufort County shall have the right to inspect such records.

The successful Offeror shall maintain compliance records. At the conclusion of the contract the successful Offeror will provide a final report of compliance summarizing the compliance efforts and actual results. The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

No Offeror shall enter into an agreement with any small and minority firm that would in any way limit the firm's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the Offeror non-responsive to this RFP solicitation.

The following resources are available to aid Offeror's in complying with this section:

A current list of small and minority firms can be obtained by calling the Beaufort County Purchasing Department at 843-470-2735 or via facsimile 843-470-2738. All opportunities are posted on the County website at www.bcgov.net

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(Note: Prime Contractor must provide this notice to subcontractors at minimum of (10) days before the RFP closing date!!!!)

Example Outline for Offeror's S/MB Written Notice

☼ No Name Company
Post Office Box 1234
Any Town, US
Telephone: (xxx) 555-1111
Fax: (xxx) 555-1234

January xx, 2010

Subcontractor Company Name
Subcontractor Company Address

Dear: (Sub-contractor Company)

No Name Company intends to submit a Proposal on Beaufort County RFP # xxx-xxxxx and has subcontracting opportunities for ____(describe work)_____ sub-contracting on this project. Plans and specifications are available from _____, and _____. Please contact Mr./Ms. _____ at our firm regarding this opportunity. It is the policy of No Name Company (state policy concerning assistance in obtaining bonds, credit lines, or insurance).

The RFP closing date is _____ at 3:00 p.m.; please have your offer/proposal into this office no later than _____.

By signing below, you are acknowledging the notice of this business opportunity.

Sincerely,

_____
Title
No Name Company

Subcontractor Acknowledgment

_____
Name

_____
Title
Sub-contractor Company Name Here

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NON-DISCRIMINATION STATEMENT (SEC 2.537.2.1)

The Offeror certifies that:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any RFP submitted to Beaufort County or the performance of any contract resulting there from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

(3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

(4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

(6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature _____ Title _____

Small and Minority Owned Business Program (Sec 2.537.2.3)

Documentation of Bidder's Recruiting Effort

NOTE: If not using subcontractors for construction or supplies and your company is self-performing, please sign and print your name below:

Printed Name: _____

Signature: _____

Company Name and Title:

_____

Date: _____

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PROPOSED SCHEDULE OF S/MB PARTICIPATION (Sec 2.537.2.2)

Name of Proposer: _____

RFP No.: _____

Project Title: _____

Total Amount $ _____

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Value	SB or MB Status
			$	
			$	
			$	
			$	
			$	

Small Business Participation Value: _____ % $ _____

Minority Participation Value: _____ % $ _____

The undersigned will enter into a formal agreement with the S/MB Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with Beaufort County Council.

Signature: _____

Title: _____

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Small and Minority Owned Business Program (Sec 2.537.2.3)

Documentation of Proposer's Recruiting Effort

Prime Company Name _____ Bid Date _____

Project Name _____ Project Number _____

The Offeror's method of compliance is based upon demonstration of the Offeror's effort to recruit small and minority owned businesses and the Offeror will have the burden of correctly and accurately preparing and submitting the documentation required by the County. Compliance with each item, 1 through 3 below, shall satisfy the recruitment requirements absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the Offeror.

This form must be submitted in its entirety with supporting documentation within the Offeror's sealed envelope by the RFP closing date.

1.) Please list each and every subcontracting and/or supplier opportunity which will be used in completion of this project, regardless of whether it is to be provided by a Small or Minority Business. This section shall list trades, supplies, and/or other sub opportunity for the project, however, not a list of firms.

(Use additional sheets, if necessary)

List of: Subcontracting Opportunities	List of: Supplier Opportunities

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2.) Please indicate subcontract or supplier list categories for which potential S/MB bidders lists were provided? Provide detail of how these S/MB's were solicited.

_____	_____
_____	_____
_____	_____

3.) Please attach the following:

(1) A copy of the letters sent to S/MB and a list of businesses to which the letter was sent is required to be provided along with the fax transmittal confirmation slip for letters sent by fax and copies of metered or stamped envelopes for letters sent by mail. Letters shall comply with the requirements as stated on first page of Section 2.537, page 48 Item 3(d).

(2) List by trade of certified Small or MB subcontractors solicited, but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of S/MB quote and selected subcontractor quote.

(3) List of any job-specific criteria that disqualified a certified Small or MB firm that submitted a low proposal for a subcontract.

NOTE: If not using subcontractors, so indicate on the forms

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EXHIBIT 1

S/MB RECRUITING EFFORT DOCUMENTATION (RETURN COPY OF LOG WITH RFP SUBMITTAL)

Attach a copy of dated solicitation letter and/or FAX sent to small and minority businesses.

[A] Date of Contact
[B] Company Name, City, State, Phone#
[C] Contact Person
[D] Type of S/MB [Small (S) / Minority (M)]
[E] Trade or Commodity Type
[F] Interest in Bidding? [Y or N]
[G] Plans Needed? [Y or N]
[H] RFP From Subcontractor Received? [Y or N]
[I] RFP Accepted? [Y or N]
[J] Reason Not Accepted
[K] Date of Follow-up Call

	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

The undersigned certifies this information is correct
NOTE: If not using subcontractors, so indicate on the form
***Use additional sheets as necessary**

Signature _____ **Date** _____ **Title** _____

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SMALL AND MINORITY BUSINESS PARTICIPATION REPORTING

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the Proposer is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. RFP documents require documentation of a Offeror's efforts to recruit small and minority business and the successful Offeror herein further referred to as Contractor, is required to provide performance reporting on a monthly basis.

The contractor is required to fulfill small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor shall maintain compliance records. At the conclusion of the contract the contractor will provide a final report of compliance summarizing the compliance efforts and actual results.

The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

Prior to final payment, the contractor shall submit a final report on small and minority business participation. The final report shall include the names and addresses of all S/MB firms originally included in the Proposed Schedule of S/MB Participation, type of work subcontracted, original anticipated subcontract value, actual final subcontract value and S/MB status. The final report shall include a written explanation of variances between the proposed plan and actual participation results.

Exhibit S/MB, Final Report of S/MB Participation, is included herein for that purpose. The contractor may, with the prior permission of the County Purchasing Director, submit an alternate reporting form provided that all of the required information is included in the alternate form.

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Exhibit S/MB

FINAL REPORT OF S/MB PARTICIPATION

Name of Contractor: _____

Contact Name/Number: _____

Total Contract Amount: $ _____

Pay Application Number: _____ Amount: _____

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Amount Paid This Application	SB or MB Status
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	

Small Business Participation Value This Application: _____ %
$ _____

Minority Participation Value This Application: _____ %
$ _____

The undersigned certifies this information as correct:

Signature: _____

Title: _____

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RFP Bidder Checklist:

1.0 Please ensure you sign, complete, and return one original and one proposal copy of all the Beaufort County RFP Forms

2.0 If the RFP requires a Bid Bond, you must include this with your proposal package or your proposal will be rejected and returned to the Offeror.

3.0 Proposer's may call or email the Beaufort County Purchasing Department if you have any questions by calling 843-470-2739 or email dthomas@bcgov.net or 843-470-2740 or e-mail rhineline@bcgov.net

4.0 Small and Minority Business participation provisions:

4.1 Beaufort County actively encourages small and minority supplier and subcontractor participation in all Beaufort County contracts.

4.2 It is the policy of Beaufort County and required by local ordnance, that small and minority owned business are given fair opportunity to supply general contractors with material supplies and subcontracts.

4.3 Offeror's must demonstrate compliance with the Small and Minority Business Participation Provisions.

4.4 Failure to submit adequate documentation, or false information, will result in a recommendation that the Offeror not be awarded this contract.

4.5 In order to demonstrate compliance, Offerors shall submit the following completed documents with the sealed proposal.

- Non-discrimination statement page 51.
- Proposed schedule of small and minority owned business enterprise participation page 53.
- Documentation of Bidder's efforts to recruit small and minority owned business from a list maintained by the County Purchasing Department Starts on page 52.
- Documentation of Bidder's efforts must include (letters) the Offeror's written notice to small and minority business 10 days before RFP opening consisting of the following (Sample letter on page 50).

(a) A letter containing the Offeror's name;
(b) Beaufort County RFP number;
(c) Description of work available for subcontracting;
(d) Offeror's contact information;
(e) Information on availability of plans and specifications;
(f) Offeror's policy concerning assistance to subcontractors in obtaining bonds, credit lines and, or insurance;
(g) Evidence that the letters were sent 10-days before RFP closing; A copy of the letter/envelops and FAX transmittals sent to small and minority businesses (If you choose to contact minority companies by fax all faxes must be confirmed and the confirming fax should be included in your documentation").
(h) A list of businesses to which the letter was sent is required to be provided with proposal documents.

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(i) Submit copies of subcontractors certification certificates if with proposal, a list of subcontracting/supplier opportunities (applicable with RFP package.

(j) Must submit Exhibit 1 page 56.

(k) Complete and submit with RFP the log sheet page 58.

5.0 A current list of small and minority firms will be available by calling 843-470-2737.

6.0 All business opportunities are posted on the County website at www.bcgov.net. Click on local business opportunities link at the bottom right of the web page. Addendums will be posted at this webpage as well.

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COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 470-2739 ♦ FAX (843) 470-2738

Addendum 1, RFP 3910/100566 Janitorial Services for Beaufort County

Date: May 18, 2010

To: All Bidders:

From: Dave Thomas, CPPO
Purchasing Director
Please make the following changes to your RFP:

1. County will provide all dumpsters.
2. Page 41 delete Monday, Wednesday, and Friday. Cleaning is Daily.
3. Square footage for several locations:

a.	Central Garage	100
b.	Lobeco Library	1400
c.	Buckwalter Rec. Center	22,500
d.	Green Shell Park	1200
e.	Public Works South	1500

4. Bluffton Gym floor to be cleaned one day a week, but restrooms to be cleaned 5 days a week.
5. The Courthouse has a full time custodian, not to be confused with day porters.
6. Hilton Head Island Airport, Page 17, paragraph 6, change to state 6' high and up. Thoroughly clean all upholstered furniture.
7. Page 20, Paul Andres (Airport Director) phone # change to 843-255-2950
8. Delete item 18 on the pricing page (DNA Lab).
9. For the HHI Airport:
   a. On page 37 delete Line 42 HHA Terminal Flooring (this additional work will not be included in new contract).
   b. On page 37 Line 44 HHA Terminal is with daytime personnel. It is manned 18 hours/day and 365 days/year.
   c. On page 44 the Lady's Island Airport cleaning frequency is 5 days/week.
   d. On page 45 delete HHA Terminal Flooring (see item 1 above).
   e. On page 45 the HHA Tower cleaning frequency is 2 days/week.

We will not provide a new pricing page. Bidders may use the current pricing page. If you have any questions, please email me or call dthomas@bcgov.net or 843-255-2353.

Beaufort County Initial: GK Carolina Cleaning Initial: [signature]

Date: 10/25/2010 Date: 10.19.10

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Carolina Cleaning

ph. 843.681.8461 fax 843.681.5849
e mail : carolina.cleaning.info@gmail.com

5/27/2010

Mr. Dave Thomas
Mr. Rich Hineline
Beaufort County Purchasing

Gentlemen,

Thank you for the opportunity to bid your cleaning needs.
I am very interested in continuing to provide the custodial services for Beaufort County.

We are a self performing SC Minority Owned Company, and a Small Business Enterprise. Our supplier of products is a SC Minority Company and a Small Business Enterprise as well.

I would be interested to service this contract in full or part.
As you know Carolina Cleaning is a full service commercial cleaning company.
We have been serving Beaufort County since 1993.

Our commitment to service excellence will ensure the reliability and quality that your employees, customers and guests deserve. We are fully insured, bonded and all of our employees are Law Enforcement checked.

We have several new operational plans we intend to implement upon an award of this contract. Please review the pricing, additional information and feel free to call should you have questions.

Regards,

S. Craig Molloy

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Beaufort County Initial: CK

Date: 10/25/2010

Carolina Cleaning Initial:

Date: 10.19.10

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Carolina Cleaning
ph. 843.681.8461 fax 681.5849
e mail : carolina.cleaning.info@gmail.com

5/26/2010

Statements : per proposal submission requirements

- **Proposal Strengths** – Carolina Cleaning has a commitment of continually improving our processes to better suit our customer needs and provide sustainability to their facilities. We do this through a continual personnel evaluation and training, product and process testing. We buy the "best of the best" products tools and equipment whenever we can. We have engineered our proposal to best fit Beaufort County's needs.

- **Personnel involved** –
  - Craig Molloy – GM and Pres. – hands on in field operations and administrative duties. Active in setting tone for company growth and operational procedures.
  - Dan Jarosz - 38 year veteran of the industry working in many of the nation's toughest markets, incl. Dallas, Atlanta, Wash. DC, Memphis
    Dan has brought operational procedures to Carolina Cleaning that will enhance all of the facilities that we service.

- **Litigation** – Carolina Cleaning or its principals are not currently involved in or have ever been involved in any litigation stemming from our performance or any contracts the we have serviced in our 18 year history.

  Additionally we have not been found guilty of any civil penalties or crimes or false statements to any agency.

  We have never been involved with any sexual harassment cases or charges.

- **Investigation by Government Agency** –
  Carolina Cleaning has undergone an investigation by Beaufort County business license contractor in 2009. We passed this check of our records by this company.

  Additionally we were randomly selected by the Federal Labor Department for a similar check of our record in 2009 and passed this as well.

- We have received all amendments to this rfp. on May 18 from Rich Hineline and Elizabeth Smith. We understand all of these.

- See attached documents for hazardous materials , blood bourne pathogens, staff listing etc.

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sam

				mo	yr
27	Public Works Main	Public Works	120 Shanklin Road Burton 29906	1155.-	13,860.-
28	Sheldon Magistrate	Magistrate	1860 Trask Parkway Lobeco 29931	150.-	1800
29	Sheriff's Annex	Sheriff's Office	Depot Road	336.-	4032.-
30	Sheriff's Gym	Sheriff's Office	Depot Road	75.-	900.
31	Storm Water Building	Public Works	120 Shanklin Road Burton 29906	336.-	4032.-
32	Recyclables Pickup	Various	100 Ribaut Road Beaufort 29902	200.-	2400.-
33	Subtotal Without daytime personnel North of Broad River (3-32)			26,884.-	322,608.-
34	Discount if awarded total contract for buildings 3 through 32			0	0
35	Total without Daytime Personnel North of the Broad River, if awarded contract for all buildings				(322,608.-)
36	South of Broad			mo.	yr.
37	~~Bluffton Gym~~	PALS	59-C Ulmer Road Bluffton 29910	~~1380.-~~	16,560.-
38	Bluffton Library	Library	120 Palmetto Way Bluffton 29910	2041.-	24,492.-
39	Bluffton Recreation Center/Senior center	PALS	61B Ulmer Road Bluffton 29910	336.-	4032.-
40	~~Buckwalter Rec Center~~	PALS	905 Buckwalter Pkwy Bluffton 29910	~~2028.-~~	24,336.-
41	~~Green Shell Park~~	PALS	99 Squire Pope Road HHI 29928	~~150.-~~	1800
42	~~HHA Terminal Flooring~~	~~Airport~~	~~180 Beach City Road Hilton Head 29921~~	←	
43	Hilton Head Admin Bldg	Administration	539 William Hilton Pkwy 29921	854.-	10,248.-
44	Hilton Head Airport Terminal	Airport	120 Beach City Road Hilton Head 29921	5838.-	70,056.-
45	Hilton Head Airport Tower	Airport	120 Beach City Road Hilton Head 29921	100.-	1200
46	Hilton Head Library	Library	11 Beach City Road HHI 29926	2190.-	26,280.-
47	Myrtle Park	Administration	4819 Bluffton Parkway 29910	2678.-	32,136.-
48	Public Works South	Public Works	104 Simmonsville Road Bluffton 29910	336.-	4032.-
49	Sheriff's Office HHI	Sheriff's Office	7 Lagoon Road HHI 29928	1903.-	22,836.-
50	Recyclables Pickup			200.-	2400.
51	Subtotal Without daytime personnel South of the Broad River (37-50)			20,053.-	240,636.-
52	Discount if awarded total contract for buildings 37 through 50			0	0
53	Total without Daytime Personnel South of the Broad River, if awarded contract for all buildings				(240,636.-)
54					
55	Day Porter Service	All Buildings	North of Broad	(2585.-)	31,020.-
56	Day Porter Service	All Buildings	South of Broad	(2333.-)	27,996.-
57			Total Day Porter Services		
58	**Grand Total (total of lines 35,53, and 57):**				

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II. GENERAL CLEANING CONTRACT COST FOR ALL BUILDINGS WITHOUT DAYTIME PERSONNEL UNLESS OTHERWISE SPECIFIED

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PROPOSAL PRICE SCHEDULE

1	Location	Department	Address	Per Month	Year
2		North of Broad			
3	Administration Building	Various	100 Ribaut Road Beaufort 29902	4122.-	49,464
4	Arthur Horne Building	GIS, Magistrate, MIS, Risk Mgmt	104 Ribaut Road Beaufort 29902	2051.-	24,612
5	Beaufort Library	Library	311 Scott Street Beaufort 29902	1972.-	23,664
6	BIV #1	Legal, ICE, Clemson, Deputy Administrator	102 Industrial Village Dr Bldg 1 Burton 29906	487.-	5844
7	BIV #2	Finance, Purchasing	102 Industrial Village Rd Bldg 2 Burton 29906	487.-	5844
8	BIV #3	Engineering	102 Industrial Village Rd Bldg 3 Burton 29906	637.-	7644
9	BIV #4	Voter Registration	15 John Gault Beaufort 29906	336.-	4032
10	BIV #5	Record's Mgmt	113 Industrial Village Road Burton 29906	336.-	4032
11	Booker T. Washington Center	PALS	182 Big Estates Circle Yemassee 29945	50.-	600.
12	Burton Wells - PALS Admin/Gym	PALS	1 Middleton Recreation Drive Burton 29906	2475.-	29,700
13	Burton Wells Senior Center	PALS	1 Middleton Recreation Drive Burton 29906	560	6720
14	Central Garage	Public Works	120 Shanklin Road Burton 29906	50.-	600.
15	Coroner's Office	Coroner	102 Shanklin Road Burton 29906	150.-	1800
16	Courthouse	Various	102 Ribaut Road Beaufort 29902	4599.-	55,188
17	Dale Center	PALS	364 Keans Neck Road Dale29940	336.-	4032
18	DNA Lab	Sheriff's Office	111 Industrial Village Rd Burton 29906		
19	EMS	EMS	2727 Depot Road Beaufort 29902	336.-	4032
20	Facility Maintenance	Public Works	120 Shanklin Road Burton 29906	154.-	1848.
21	Fuel Manager's Office	Public Works	106 Shanklin Road Burton 29906	150.-	1800.
22	Grounds Maintenance	Public Works	120 Shanklin Road Burton 29906	154.-	1848.
23	Human Services Building	Various	1905 Duke Street Beaufort 29902	3948.-	47,376
24	Lady's Island Airport	Airport	39 Airport CircleLady's Island 29907	575.-	6900.
25	Lobeco Library	Library	1862 Trask Parkway Lobeco 29931	336.-	4032
26	Mosquito Control	Mosquito Control	84 Shanklin Road Burton 29906	336.-	4032.

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Business Information

Date Business Established: 6/ 1993

Check One: ~~Proprietorship~~ _____
~~Partnership~~ _____
Corporation S

Total Business Income (from Janitorial Services):

Fiscal Year to Date: $ [illegible]
(Fiscal Year Began): JAN 1, 2010

Last Fiscal Year: $ [illegible]
(Fiscal Year Dates): JAN 1, 2009 ~~-~~ Dec 31, 2010

Note: The successful offeror should be prepared to furnish a complete, current financial statement within five (5) days after notification of award.

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED AN REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRAC WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES (NO) (IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER O REVIEWING OFFICE.)

_____

_____

This proposal is submitted for use in connection with and in response to (1)_____ _____. This is to certify that to the best of my knowledge an belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2)_____ _____, and that a financial management capability exists to fully and accurately account for the financia transactions under this project. I further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of an audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative Authorized to enter into contract with Beaufort County Council:

S. G. Reed 5/25/10

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(3) 5/25/2016
DATE OF EXECUTION

S. Craig Pace
SIGNATURE OF OFFEROR

Island Group Inc dba. Carolina Clearing
Company:

Pres.
TITLE OF OFFEROR

57-1003795
Offeror's Federal Employer I.D. Number

Telephone: 843-681-8461

Fax Number: 843 681 5849 S.C. Tax Number: 288551

Offeror's Federal I.D.#: 57-1003795

All the information contained in this proposal is to be relied upon by the County Council of Beaufort County is true, accurate, and complete. Any material misrepresentation herein may, at the discretion of the County, be treated as grounds for refusing to consider or accept any proposal or for voiding any resultant agreement.

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LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand ($10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or $10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document 3710 / 100 5626, dated 5/25/2010. Island Group Inc. - Craig Molloy

Company Name: Carolina Cleaning Principal Name: _____

Company Address: PO Box 22386 H.H. SC 29925
127 Hunter Rd H.H. SC 29926

Secretary of State Designation: (Corporation, Individual, Partnership, other) S Corp.

Beaufort County Business License/Classification: #10561 Commercial Cleaning Services

Tax Obligation Current: YES.

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Signature of Principal/Date: 5/25/10

Witness/Date: 5/25/10

Form 2.537.1

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Carolina Cleaning

ph. 843.681.8461 fax 681.5849

e mail : carolina.cleaning.info@gmail.com

Table of contents for additional information :

- Building work plan and engineering forms
- Small / Minority business participation forms
- Hazardous materials handling and training
- Company bio and services list
- Employee training procedures and manuals
- Sample building checklist
- Certificate of insurance

RFP NO. 3370 / 100562 EXHIBIT A
PAGE 1 of 3

NORTH OF THE BROAD
WORK PLAN

BUILDINGS WITHOUT DAYTIME PERSONNEL INCLUDED

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES
Admin Bldg	4	5p - 5:30 m - f
Arthur Hearn	3	5 - 8p m - f
Benton A Lib	3	8 - 12p m - SA
Biv 1	2	5p - 8p m - f
Biv 2	2	8p - 10p m - f
Biv 3	2	10p - 12A m - f
Biv 4	2	5p - 7p m - f
Biv 5	2	7p - 9p m - f
Booker T	2	7p - 9p m - f
Burton Wells A	4	Requested 5A - 9A m - f
B Wells - Senior	4	Req. 5A - 6A m - f
Coroners	2	5 - 12p m - f
Courthse	(1 day) + 3 eve.	6 - 7p m - f

DAYTIME PERSONNEL

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES
DAY PORTER VARIES	1	8 - 3:45p. M - F

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RFP NO. 3910/100566
PAGE 2 of 3

EXHIBIT A

NORTH OF THE BROAD
WORK PLAN

BUILDINGS WITHOUT DAYTIME PERSONNEL INCLUDED

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES
Data Center	2	2-3p m-f
EMS	2	5-6 m-f
Facility M.	2	5-10p m-f
Fuel Mgr	2	6-7p m-f
Grounds Maint.	2	2-8p m-f
Human Svcs (DSS)	4	5-9p m-f
L.I. Airport	2	5-6p m-f
Lobaco Lib.	2	7p-5p m-f
Mosquito C.	2	5-10p m-f
P.Works Main	2	6-8p m-f
Central Lab.	2	6-8p m-f
Shaldon Mgrst	2	7-8p m-f
Sheriff's Annex	2	7-8p m-f

DAYTIME PERSONNEL

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES

(99

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RFP NO. 3910/100566
PAGE 3 of 3

EXHIBIT A

NORTH OF THE BROAD
WORK PLAN

BUILDINGS WITHOUT DAYTIME PERSONNEL INCLUDED

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES
Sheriffs gym	2	4p - 5p T, Th.
Storm water	2	8p - 10p M-F
Recycle Prop.	1	5p - 8p 2x mo

DAYTIME PERSONNEL

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES

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RFP NO. 3960 / 100506
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EXHIBIT A

SOUTH OF THE BROAD
WORK PLAN

BUILDINGS WITHOUT DAYTIME PERSONNEL INCLUDED

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES
Bluffton Gym	2	9p - 11p. m-f
Bluff L.b.	3	7:30p - 10:30p m-f
Bluff Rec / Senior	2	6:p - 8p. m-f
Buckwalter Center	2	7A - 10A - Requested m-f
Chelsea Shell Park	1	5p - 7p. m-f
H.H Admin	2	5p - 7p m-f
H.H Airport	7	6:30A - 12A - m-sun.
H.H. Airport Tower	1-2	9:A - 10:30A - T 3 Fri As Apt. Required.
H.H. Library	3	m-SA 8p 11p
Myrtle Park	4	5-5p m-f
Public Works	2	5-7p m-f
Sheriff's Otc	1-2	Rayonet 9A - 2p m-f
Recyclable	pump 1	12 - 2p 2x mo.

DAYTIME PERSONNEL

BLDG NO/NAME	NO. OF PERSONS ASSIGNED	DAILY START AND COMPLETION TIMES
DAy Porter - Varies	1	8 - 5p. m-f.

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RFP NO. 3910 / 100506
PAGE 1 of 1

EXHIBIT B

PERSONNEL STAFFING

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
1. Craig Molloy (Name) GM 3 Pacs. (Title)	- 18 yrs exp in industry
2. Dan Jarosz (Name) Operations & Sales mgr. (Title)	- 38 yrs. exp. in industry
3. Garvin Richards. (Name) Operations mgr. (Title)	- 15 yrs in industry
4. Lee Peeples (Name) Field Supv. (Title)	- 15 yrs in industry
5. Danah Blackshear (Name) Field Superv. (Title)	- 5 yrs exp. in industry

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RFP NO. 3910 / 100526
PAGE ____ of ____

EXHIBIT C

OFFEROR'S EXPERIENCE

1. Contract Title: Beaufort County School Dist.
2. Contract Period: From 2008 To 2012 - present
3. Geographic Area Serviced: Beaufort County
4. Scope of Work Janitorial
5. If this contract was terminated before end of contract term, explain why below:

References: Contracting Office Contracts
Title: Contract Admin
Address: 2900 Mink Pt. Blvd. Beaufort S
City: Beaufort State SC Zip ____
Telephone #(s): 322-2316 - Bernie Kole

OFFEROR'S EXPERIENCE

1. Contract Title: Janitorial Svcs. - CAT Dist 1
2. Contract Period: From 2006 To Present
3. Geographic Area Serviced: Beaufort, County
4. Scope of Work Janitorial
5. If this contract was terminated before end of contract term, explain why below:

References: Contracting Office Hardeeville, SC
Title: V. Pres.
Address: Hwy 17
City: Hardeeville State SC Zip ____
Telephone #(s): 784-6706 - Marshzi Pontious

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RFP NO. 3910 / 100 566
PAGE 2 of 2

EXHIBIT C

OFFEROR'S EXPERIENCE

1. Contract Title: Jan. Services Tech. College of Low C.
2. Contract Period: From 2004 To Present
3. Geographic Area Serviced: Beaufort County
4. Scope of Work Janitorial
5. If this contract was terminated before end of contract term, explain why below:

References: Contracting Office Dan Carter / Carol Mack
Title: Pres.
Address:
City: Beaufort State SC Zip 29901
Telephone #(s): 470.6033 or 525-8250

OFFEROR'S EXPERIENCE

1. Contract Title: H.H. Beaf. Chamber of Comm.
2. Contract Period: From 2005 To Present
3. Geographic Area Serviced: Beaufort County
4. Scope of Work Janitorial Svcs
5. If this contract was terminated before end of contract term, explain why below:

References: Contracting Office Ray Deal
Title: V.P. - comptroller
Address: Hwy 278
City: Hilton Head State SC Zip 29938
Telephone #(s): 341-8371

EXHIBIT D

COST PROPOSAL

I. MANPOWER

A. General Cleaning (Daily) and Daytime Personnel. Each offeror must provide, in Exhibit A, his offer of the number of people he will regularly provide for general cleaning. Unless otherwise specified, the daily cleaning will be scheduled between the hours of 5:00 p.m. and 1:00 a.m.

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SMALL AND MINORITY BUSINESS PARTICIPATION REPORTING

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the Proposer is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. RFP documents require documentation of a Offeror's efforts to recruit small and minority business and the successful Offeror herein further referred to as Contractor, is required to provide performance reporting on a monthly basis.

The contractor is required to fulfill small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor shall maintain compliance records. At the conclusion of the contract the contractor will provide a final report of compliance summarizing the compliance efforts and actual results.

The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

Prior to final payment, the contractor shall submit a final report on small and minority business participation. The final report shall include the names and addresses of all S/MB firms originally included in the Proposed Schedule of S/MB Participation, type of work subcontracted, original anticipated subcontract value, actual final subcontract value and S/MB status. The final report shall include a written explanation of variances between the proposed plan and actual participation results.

Exhibit S/MB, Final Report of S/MB Participation, is included herein for that purpose. The contractor may, with the prior permission of the County Purchasing Director, submit an alternate reporting form provided that all of the required information is included in the alternate form.

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SMALL AND MINORITY BUSINESS PARTICIPATION PROVISIONS

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the proposer is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. Proposal documents require documentation of an Offeror's efforts to recruit small and minority business.

In order to demonstrate compliance, Offeror's shall submit the following completed documents with the sealed bid submittal clearly marked with the RFP number, project name and number and marked Section 2.537.2 "Small and Minority Business Program Participation" with their bid:

1. Signed non-discrimination statement (Sec. 2.537.2.1)
2. Proposed schedule of small and minority owned business enterprise participation (Sec. 2.537.2.2) and;
3. Documentation of Bidder's Recruiting Effort (10 day notice to subcontractors (Sec 2.537.2.3)

Documentation of the bidder's efforts to recruit small and minority owned businesses shall be submitted within the sealed bid document. Efforts must include the following:

a. Providing all documentation required in Section 2.537.2.

b. Providing evidence that Small and Minority owned businesses are solicited whenever they are potential sources.

c. Not less than ten (10) calendar days prior to bid submittal, an Offeror must provide written notice to small and minority businesses of the Offeror's interest in receiving sub-proposals on a project.

d. A Offeror's written notice consists of a letter containing the Offeror's name; county RFP number; description of work available for subcontracting; Offeror's contact information; information on availability of plans and specifications; and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and, or insurance.

e. A copy of the letter sent to small and minority businesses and a list of businesses to which the letter was sent is required to be provided with RFP documents along with the fax transmittal confirmation slip for

letters sent by fax and copies of metered or stamped envelopes for letters sent by mail.

Each participating Offeror is required to take the affirmative steps outlined in subparagraphs a) through e) above.

Failure to submit adequate documentation, or false information, will result in a recommendation that the Offeror not be awarded this contract.

The contractor is required to fulfill any small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor will maintain records and information necessary to document compliance with the Small and Minority Business Program requirements, and Beaufort County shall have the right to inspect such records.

The successful Offeror shall maintain compliance records. At the conclusion of the contract the successful Offeror will provide a final report of compliance summarizing the compliance efforts and actual results. The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

No Offeror shall enter into an agreement with any small and minority firm that would in any way limit the firm's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the Offeror non-responsive to this RFP solicitation.

The following resources are available to aid Offeror's in complying with this section:

A current list of small and minority firms can be obtained by calling the Beaufort County Purchasing Department at 843-470-2735 or via facsimile 843-470-2738. All opportunities are posted on the County website at www.bcgov.net

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Carolina Cleaning

ph. 843.681.8461 fax 681.5849
e mail : carolina.cleaning.info@gmail.com

5/19/2010

Mr. Mike Peebles
Paper Chemical Supply
1023 Wappoo rd.
Charleston SC 31407

Mr. Peebles,

I would like to ask you to work with me in providing janitorial supplies for a contract of which I am bidding.

It is the Beaufort County contract for custodial services.

When convenient please call me to discuss specifics and our supply needs.
I believe I can give you an accurate yearly number we expect to spend.

I look foreward to discussing this soon.

Regards,

Craig Molloy
Carolina Cleaning

OK

discussed & continued pricing & participate -

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Small and Minority Owned Business Program (Sec 2.537.2.3)

Documentation of Proposer's Recruiting Effort

Carolina Cleaning — Prime Company Name

5.27.2010 — Bid Date

Janitorial Services for BC Facilities — Project Name

3910 / 100 & 5606 — Project Number

The Offeror's method of compliance is based upon demonstration of the Offeror's effort to recruit small and minority owned businesses and the Offeror will have the burden of correctly and accurately preparing and submitting the documentation required by the County. Compliance with each item, 1 through 3 below, shall satisfy the recruitment requirements absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the Offeror.

This form must be submitted in its entirety with supporting documentation within the Offeror's sealed envelope by the RFP closing date.

1.) Please list each and every subcontracting and/or supplier opportunity which will be used in completion of this project, regardless of whether it is to be provided by a Small or Minority Business. This section shall list trades, supplies, and/or other sub opportunity for the project, however, not a list of firms.

(Use additional sheets, if necessary)

List of: Subcontracting Opportunities	List of: Supplier Opportunities
	Paper Chemical Supply - Chas -
	San. Products Supply - Or (SMS)

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2.) Please indicate subcontract or supplier list categories for which potential S/MB bidders lists were provided? Provide detail of how these S/MB's were solicited.

Paper Chem Supply - for Janl Products. See Letter Attached, also discussed w/ owner their participation.

3.) Please attach the following:

(1) A copy of the letters sent to S/MB and a list of businesses to which the letter was sent is required to be provided along with the fax transmittal confirmation slip for letters sent by fax and copies of metered or stamped envelopes for letters sent by mail. Letters shall comply with the requirements as stated on first page of Section 2.537, page 48 Item 3(d).

(2) List by trade of certified Small or MB subcontractors solicited, but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of S/MB quote and selected subcontractor quote.

(3) List of any job-specific criteria that disqualified a certified Small or MB firm that submitted a low proposal for a subcontract.

NOTE: If not using subcontractors, so indicate on the forms

* Not using subs. for work . .
* using SM/B for Supplies, paper and chemicals.

See letter attached.

EXHIBIT 1

S/MB RECRUITING EFFORT DOCUMENTATION (RETURN COPY OF LOG WITH RFP SUBMITTAL)

Attach a copy of dated solicitation letter and/or FAX sent to small and minority businesses.

[A] Date of Contact
[B] Company Name, City, State, Phone#
[C] Contact Person
[D] Type of S/MB [Small (S) / Minority (M)]
[E] Trade or Commodity Type
[F] Interest In Bidding? [Y or N]
[G] Plans Needed? [Y or N]
[H] RFP From Subcontractor Received? [Y or N]
[I] RFP Accepted? [Y or N]
[J] Reason Not Accepted
[K] Date of Follow-up Call

	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
1	5/25	Paper chasm. Supply 1023 Wappoo Rd Charleston SC 31407	mike Pebles 912-655-0411	S/MB M	Jan. Supplies & chems.	Y	N	N	N	Already use co.	5/26
2											
3											
4											
5											
6											
7											
8											
9											
10											

The undersigned certifies this information is correct
*Use additional sheets as necessary

NOTE: If not using subcontractors, so indicate on the form

Signature [signature] Date 5/25/10 Title Pres.

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Sample Doc

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Exhibit S/MB

FINAL REPORT OF S/MB PARTICIPATION

Name of Contractor: Carolina Cleaning

Contact Name/Number: Craig Molloy

Total Contract Amount: $ 622,232 - TBD.?

Pay Application Number: _____ Amount: _____

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Amount Paid This Application	SB or MB Status
Papco Chem.	7023 Rykoff Rd Charl. SC	Supplies	$ TBD.	SB MB.
			$	
			$	
			$	
			$	
			$	
			$	
			$	

Small Business Participation Value This Application: 100 %
$ _____

Minority Participation Value This Application: 100 %
$ _____

The undersigned certifies this information as correct:

Signature: _____

Title: Boss

RFP Bidder Checklist:

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NON-DISCRIMINATION STATEMENT (SEC 2.537.2.1)

The Offeror certifies that:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any RFP submitted to Beaufort County or the performance of any contract resulting there from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

(3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

(4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

(6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

S. S. [illegible] — Signature

Pres — Title

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Small and Minority Owned Business Program (Sec 2.537.2.3)

Documentation of Bidder's Recruiting Effort

* WE ARE A minority S-SBE - self performing

NOTE: If not using subcontractors for construction or supplies and your company is self-performing, please sign and print your name below:

Printed Name: CRAIG MOLLOY

Signature: S. Craig Molloy

Company Name and Title:
CAROLINA CLEANING

Date: 5/25/2010

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PROPOSED SCHEDULE OF S/MB PARTICIPATION (Sec 2.537.2.2)

Name of Proposer: Carolina Cleaning

RFP No.: 3510 / 100566

Project Title: Janitorial Services for BC Facilities

Total Amount $ IN total Amt

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Value	SB or MB Status
Carolina Cleaning	PO Box 22326	Self Perform.		
			$	
			$	
			$	
			$	

Small Business Participation Value: 100 % $ IN total amt.

Minority Participation Value: 100 % $ IN total Amt.

The undersigned will enter into a formal agreement with the S/MB Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with Beaufort County Council.

Signature: [signature]

Title: 5125 - Pres.

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Carolina Cleaning
ph. 843.681.8461 fax 843.681.5849
e mail : carolina.cleaning.info@gmail.com

1/2009

Company BIO –

Island Group Inc. dba Carolina Cleaning

- Tin # : [redacted]
- Duns number – [redacted]
- Serving the Southeast since 1993
- We are fully insured and bonded.
- We perform state law enforcement checks on all of our employees.
- We operate and promote a drug free workplace.
- Bank "Primary" – Wachovia / Wells Fargo.
- Secondary bank relationships w/ – Bank of America , BB&T
- We have a substantial line of credit allowing us to comfortably pursue 2.5 mill. annual contracts.
- We are financially stable w/ excellent bank credit and no long term debt.
- We have never been released from an acct. for non performance.
- I have received and read all / any documents, addendums and the scope of work for this rfp.
- We have excellent work references.
- We offer bulk pricing for customers with multiple locations.
- We have the ability to secure bid and performance bonding

Service List :

Janitorial Services for Office / Industrial / Institutional

a. complete janitorial and building maint. services
b. industrial cleaning and degreasing of many types of machines and facilities
c. all types of carpet / hard floor maintenance
d. recycling pick up and disposal
e. complete "Green" cleaning programs

24 hour – Emergency Services

a. water extraction and drying
b. mold testing and restoration services
c. demolition services – interior
d. Hurricane pre / post assessment

Power & Soft Washing

a. window washing
b. roof & gutter cleaning & maintenance
c. window washing to 400 ft.

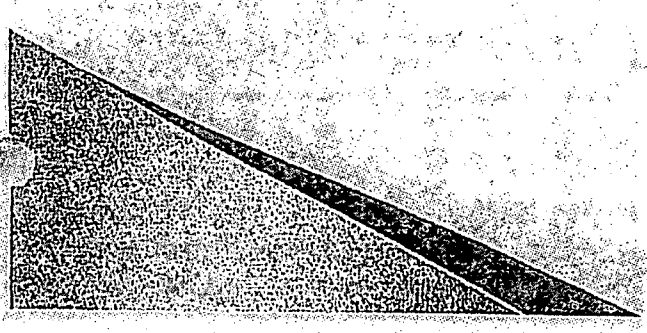
MANPOWER

EMPLOYEE TRAINING

CAROLINA CLEANING shall provide all employees with initial and annual training on Blood-borne Pathogens (with proper immunizations) and an Exposure Control Plan according to OSHA guidelines, MSDS for specific chemicals projected for use, personal protective equipment, equipment operations, dispenser operations and proper product replacement.

In addition, Carolina Cleaning will provide training on proper procedures for dusting, vacuuming, dust mopping, wet mopping, applying cleaning chemicals, burnishing floors, stripping and refinishing floors, carpet extraction, disinfecting restrooms, soil prevention, spotting carpet, cleaning chalk and dry erase boards, cleaning elevators, window washing and fabric furnishing.

The proposal response contains a training program that identifies the proper procedures for accomplishing identified tasks. Each task as identified contains procedures in order to comply with OSHA guidelines.



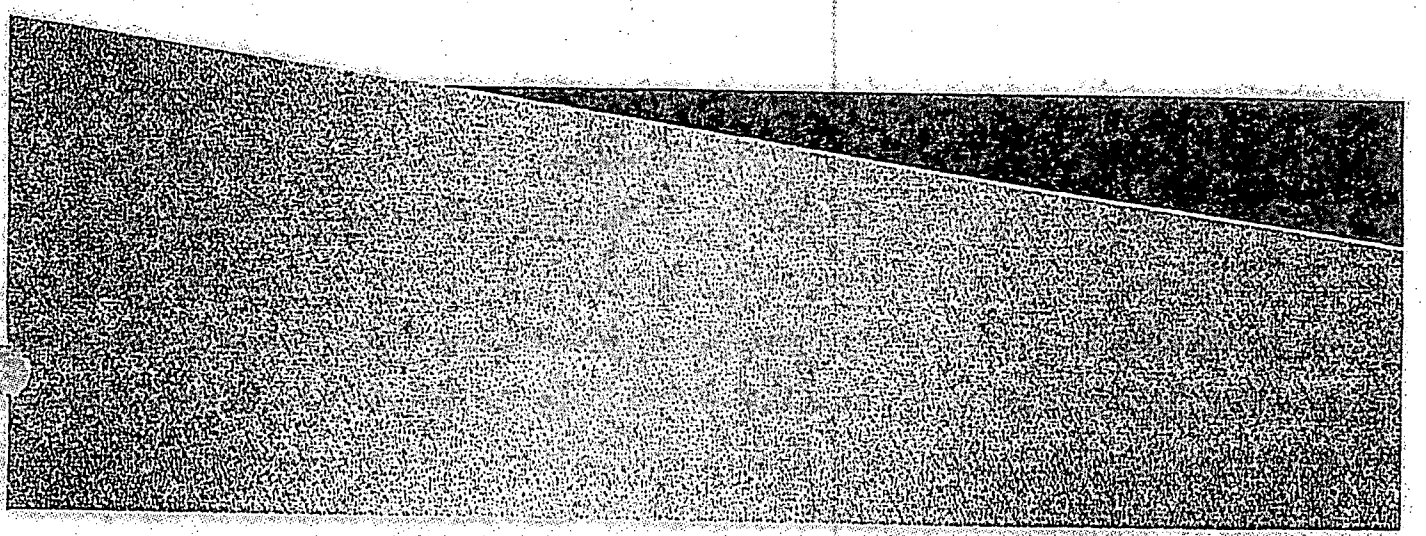
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CAROLINA CLEANING

RIGHT TO KNOW

HAZARD COMMUNICATION POLICY



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CAROLINA CLEANING
HAZARD COMMUNICATION PROGRAM

ORIGINAL COPY OF THE HAZARD COMMUNICATION PROGRAM, INCLUDING ALL MSDS, WILL BE MAINTAINED IN BRANCH OFFICE

POLICY

The company fully adheres to the requirements of the Occupational Safety and Health Act, as well as all state promulgated safety legislation. Section 1910.1200 of the Act requires that a Hazard Communication Program (HazCom) be instituted to apprise all employees of chemical and material hazards that employees may encounter in the performance of their job functions. By implementation if this Hazard Communication Program, Carolina Cleaning intends to fully comply with this standard.

HAZARD COMMUNICATION PROGRAM

Carolina Cleaning has prepared the Carolina Cleaning Hazard Communication Program based on the chemicals and materials in use.

Warehouse Manager will prepare a list of all chemical products used and insert copy of all MSDS. This list is to be kept current at all times.

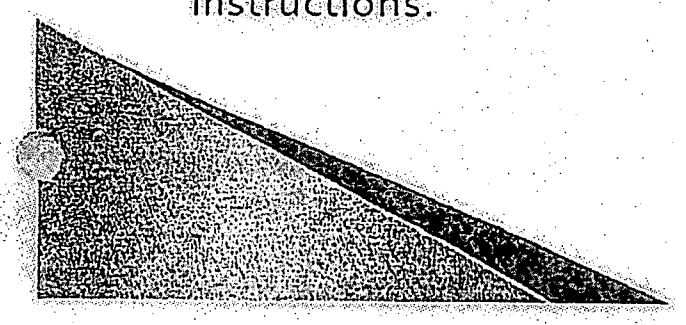
A copy of the HazCom Program will be kept in the branch office and at all job sites. This program is to be available for employee review upon request.

MANAGEMENT RESPONSIBILITIES

It is the director's responsibility to ensure that the Hazard Communication Program is available, has been implemented and is enforced.

Product Labeling

The site supervisor is to ensure that all products at his/her site are properly labeled. All unlabeled containers are to be collected for disposal. If the product cannot be identified, safety director should be contacted for disposal instructions.



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CAROLINA CLEANING
HAZARD COMMUNICATION PROGRAM

All products are required to have the following information on the label as a minimum:

- The product name and manufacturers name, address and phone number
- Instructions on product use
- Hazardous ingredients
- All appropriate Hazard, Warning and Caution statements
- First aid procedures
- Disposal procedures

All chemical containers, including small trigger bottles must be labeled with the information as listed in #2

TRAINING

Branch Management, Field Management and Site Supervisors should be aware of the required HazCom training schedule. By law, HazCom training must be completed:

Immediately upon employment (new hires)

Annually for all employees exposed to chemical usage

When chemicals or exposure to chemicals change

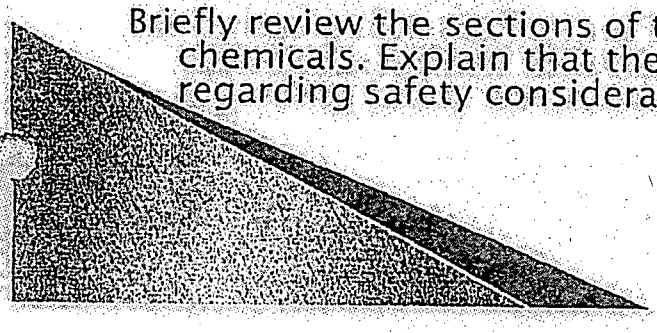
Typically, training can be accomplished without the necessity of formal training aids. You can satisfy the HazCom requirements by covering the following points:

Place labeled containers of all chemicals on a table in front of trainees. You need all the chemicals that the employees will use or be exposed to. (Training is not required for chemicals the employees do not use, or to which they have no exposure.)

Explain the purpose of the HazCom training, i.e., "to make employees aware of the hazards associated with the chemicals in use."

Read the chemical labels to the trainee. Make sure you explain the purpose of each chemical and how to use it. Explain whether or not the chemical is to be diluted and what the dilution ratio is for each chemical.

Briefly review the sections of the MSDS for each of the displayed chemicals. Explain that the MSDS is a more detailed label regarding safety considerations of each product.



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CAROLINA CLEANING
HAZARD COMMUNICATION PROGRAM

Tell the group where the HazCom program and MSDS will be kept at the site. Note: A copy of the Carolina Cleaning HazCom program and MSDS must be kept at each client's site.

Discuss appropriate personal protective equipment such as eye/face protection, gloves, etc. The required PPE is indicated on the MSDS and container labels.

Explain the unlabeled or inadequately labeled products will not be allowed and must be returned to the supervisor.

Read the "Chemical Safety Handling Rules" and give each trainee a copy.

Have all employees sign off on the training and return sign off sheets to the Carolina Cleaning branch office.

PERSONAL PROTECTIVE EQUIPMENT

It is the responsibility of the Site Supervisor to ensure that the proper protective equipment is provided to each employee.

It is the responsibility of each Site Supervisor to instruct employees in the proper use of such equipment, as well as, to enforce the use of same. When replacement equipment is required, the Site Supervisor will ensure that it is provided to the employee.

All questions concerning the type of personal protective equipment required or its use should be directed to the Carolina Cleaning Safety Director.

INFORMING OTHER EMPLOYEES

It is the responsibility of the District Manager to provide their employees with information about hazardous chemicals they may be exposed to at the job site and to suggest precautions. It is the responsibility of the District Manager to obtain information about hazardous chemicals used by other employers in the facility to which our employees may have potential exposure.

In addition to providing a copy of an MSDS to other employers, other employers will be informed of precautionary measures necessary to be taken to protect their employees who are exposed to operations performed by Carolina Cleaning.

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Other employers will be informed of any hazard labels used by Carolina Cleaning. If symbolic or numerical labeling systems are used, the other employers will be provided with information to understand the labels used for hazardous chemicals for which their employees may have exposure.

EMPLOYEE RESPONSIBILITIES

All Carolina Cleaning employees will agree to abide by all safety regulations imposed by this program, and /or all governing authorities.

Carolina Cleaning employees will immediately report to their manager all injuries, chemical spills and the procedures for disposal of all chemicals (prior to disposal.)

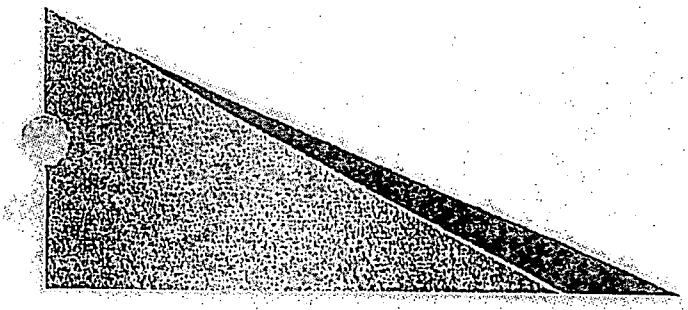
Carolina Cleaning employees will use and maintain all personal protective equipment provided. Any problems with such equipment should be reported to the Department Manager immediately.

If the employee has any questions concerning the use or handling of a product, the employee should contact their Department Manager before use.

The employee should never use a product in an unlabeled container. Any unlabeled container that is found should be turned into their Department Manager.

If the employee cannot read the product container label, he/she must tell the Department Manager who will read the label to the employee prior to product use.

SAFETY DIRECTOR MUST INSURE ALL EMPLOYEES ARE INSTRUCTED AND TRAINED ON THE ABOVE. A SIGNED COPY OF THE HAZARD COMMUNICATION TRAINING ACKNOWLEDGEMENT IS TO BE KEPT AT THE JOB SITE AND THE BRANCH OFFICE



CAROLINA CLEANING
CHEMICAL SAFETY HANDLING RULES

TRAINING PROCEDURES
Read and discuss with employees

The following rules apply to all chemical products used in Carolina Cleaning operations:

Read all product labels before using. Contact supervisor if you have any questions concerning use.

Products should be used only as directed on the label of MSDS.

Wear PPE (personal protective equipment) as required by the product label or MSDS.

Wear safety glasses, goggles or if indicated a full face shield when handling aerosols. Never puncture or collapse an aerosol container.

Follow manufacturer's instructions concerning dilution rates. When diluting products, mix only with water. Never mix chemical products together unless instructed on the label.

Never eat, drink or smell any product no matter what form it is in.

All containers must be labeled. If an unlabeled container is found, report it to your supervisor.

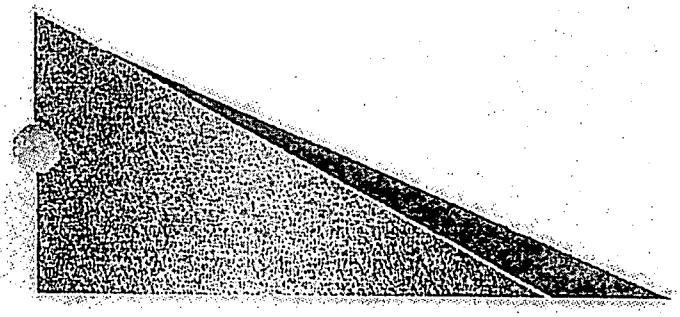
Wash hands after using any chemical product.

If any product comes into contact with any body part, flush immediately with copious amounts of water. Remove any contaminated clothing.

In the event of an accident, follow first aid instructions on the label or MSDS.

Containers are to be stored, covered and kept away from flame or intense heat.

In the event of a spill, follow MSDS instructions for cleanup and disposal. Notify a supervisor immediately.



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CAROLINA CLEANING
HAZARD COMMUNICATION TRAINING ACKNOWLEDGEMENT

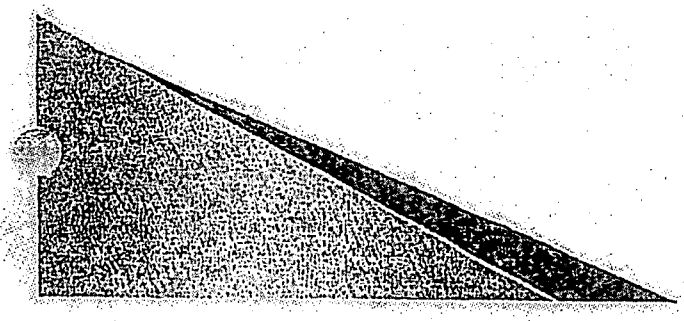
By signing below, I acknowledge that I have received training regarding the Carolina Cleaning Hazard Communication Program. I have specifically been trained on the following:

_____ The purpose of the Hazard Communication Program.
_____ The purpose of and how to use MSDS (Material Safety Data Sheets.)
_____ The location of the Hazard Communication Program and MSDS on my job site.
_____ The proper use of Personal Protective Equipment (PPE) as required on the label or in the MSDS for products I use.
_____ Instruction in the proper use and handling of products I use.
_____ Emergency procedures in case of injury.
_____ Emergency procedures in case of spills.
_____ I have received a copy of the Carolina Cleaning Chemical Safety Handling Rules.

In signing this acknowledgement I also agree to abide by all safety rules required by Carolina Cleaning, their customers and any governing body. I further agree to immediately report any injuries, spills or leaks to my Supervisor.

Employee: _____Social Security Number:_____
(Print)

Employee: _____Date:_____
(Signature)



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Carolina Cleaning Date: Client:

Location:

Washrooms	Grade 20	40	60	80	100	Weight	Score	Comments	Location
Floor						25.00%	0.00%		
Dispensers						10.00%	0.00%		
Waste Containers						15.00%	0.00%		
Basins						10.00%	0.00%		
Toilet Bowls						15.00%	0.00%		
Urinals						15.00%	0.00%		
Walls/Mirrors						10.00%	0.00%		
						Rating	0.00%	0.00%	

Coffee Stations/Kitchen	Grade 20	40	60	80	100	Weight	Score	Comments	Location
Floor						30.00%	0.00%		
Sinks/Counters						20.00%	0.00%		
Tables/Chairs						20.00%	0.00%		
Walls/Doors						10.00%	0.00%		
Waste Containers						20.00%	0.00%		
						Rating	0.00%	0.00%	

Offices & Meeting Rooms	Grade 20	40	60	80	100	Weight	Score	Comments	Location
Floor						25.00%	0.00%		
Furniture						30.00%	0.00%		
Doors/Walls						15.00%	0.00%		
Telephones						10.00%	0.00%		
Shelves/Window Sills						10.00%	0.00%		
Waste Containers						10.00%	0.00%		
						Rating	0.00%	0.00%	

Washrooms	Grade 20	40	60	80	100	Weight	Score	Comments	Location
Floor						25.00%	0.00%		
Dispensers						10.00%	0.00%		
Waste Containers						15.00%	0.00%		
Basins						10.00%	0.00%		
Toilet Bowls						15.00%	0.00%		
Urinals						15.00%	0.00%		
Walls/Mirrors						10.00%	0.00%		
						Rating	0.00%	0.00%	

Coffee Stations/Kitchen	Grade 20	40	60	80	100	Weight	Score	Comments	Location
Floor						30.00%	0.00%		
Sinks/Counters						20.00%	0.00%		
Tables/Chairs						20.00%	0.00%		
Walls/Doors						10.00%	0.00%		
Waste Containers						20.00%	0.00%		
						Rating	0.00%	0.00%	

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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KB

DATE (MM/DD/YYYY) 10/20/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Moody & Associates, Inc.
www.moodyinsurance.com
22601 Gateway Center Drive
Clarksburg MD 20871-2002
Phone: 301-417-0001 Fax: 301-417-0040

CONTACT NAME: Kim Blahut
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: kblahut@moodyinsurance.com
PRODUCER CUSTOMER ID #: CAROCL1

INSURED
Carolina Cleaning
Island Group, Inc. dba
PO Box 22326
Hilton Head Island SC 29925

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Ins Co	29424
INSURER B:	Wausau Underwriters Ins Co	26042
INSURER C:	Hartford Accid & Indemnity Co	22357
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							
	X COMMERCIAL GENERAL LIABILITY			[redacted]	08/01/10	08/01/11	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X $500 Prop Dmg Ded	X					MED EXP (Any one person)	$ 10,000
	X EPLI $5,000						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY							
	X ANY AUTO			[redacted]	08/01/10	08/01/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
A	X UMBRELLA LIAB X OCCUR			[redacted]	08/01/10	08/01/11	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DEDUCTIBLE							$
	X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[redacted]	08/01/10	08/01/11	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 500000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500000
							E.L. DISEASE - POLICY LIMIT	$ 500000
A	Property Section			[redacted]	08/01/10	08/01/11	$25,000	$500 Ded
C	Auto Phys Dmg Deds				08/01/10	08/01/11	Comp/Coll	$500/$500

RECEIVED
OCT 20 2010
PURCHASING DEPT.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Holder is Additional Insured under General Liability with respect to work performed by Insured on behalf of Holder.
RFP# 3910/100566

CERTIFICATE HOLDER

BEAUCO2

Beaufort County Government
Attn: Richard Hineline
P.O. Box 1228
Beaufort SC 29901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2352 ♦ FAX (843) 255-9437

Richard H. Hinelline Jr.
Contract Specialist
E-Mail: rhineline@bcgov.net

DATE: October 25, 2010 Sent US Mail

TO: Island Group, Inc
dba Carolina Cleaning
Attn: Mr. S. Craig Molloy
PO Box 22326
Hilton Head Island, SC 29926

FROM: Richard H. Hineline, Jr., Contract Specialist

CC: Dave Thomas
Elizabeth Wooten
Mark Roseneau
Paul Andres
Cristina Roberson
Wlodek Zaryczny
County Attorney

RE: **Janitorial Services for Beaufort County Facilities**
RFP # 3910/100566
Initial Contract Period: November 1, 2010 to October 31, 2011

1. Enclosed please find an original fully signed Contract Agreement for your files, which has now been signed by Gary Kubic.

Contract Check List:
Signed Contract Agreement (X) 10-19-2010
Approved Insurance Certificate (X) 10-20-2010

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COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2352 ♦ FAX (843) 255-9437

Richard H. Hineline Jr.
Contract Specialist
E-Mail: rhineline@bcgov.net

September 8, 2011

Sent US Mail & E-Mail

Island Group, Inc. dba Carolina Cleaning
Attn: Mr. Craig Molloy
PO Box 22326
Hilton Head Island, SC 29925

Re: Contract Renewal/Janitorial Services
Contract # 3910/100566 Contract Renewal Period: 11/01/2011 to 10/31/2012

Dear Mr. Molloy:

It is with great pleasure that Beaufort County desires to renew the Contract for the Janitorial Services, per our option as specified in Contract # 3910/100566, with a 10% cost reduction to Beaufort County. Please sign below and return to our Office as soon as possible. The Renewal Contract dates will be for one (1) year commencing on November 1, 2011 thru October 31, 2012. There are now three (3) one (1) year Contract Renewals remaining on the Contract.

We look forward to continued success during the Contract period ahead however if you do not agree to the current terms, conditions, and pricing you will need to notify our Office in writing.

FOR BEAUFORT COUNTY
Sincerely,

Richard H. Hineline Jr.
Contract Specialist

By signing below the aforementioned Contract will be extended for one (1) additional annual term as stated in Contract Number 3910/100566 for the Janitorial Services according to the same Terms, Conditions and existing Change Orders.

Authorized Name and Title to bind company

10. 30. 11
Date

Cc: Dave Thomas, Elizabeth Wooten, Monica Spells, Mark Roseneau, Vanessa Dixon, Paul Andres, Bryan Hill, County Attorney

Thomas Affidavit Ex. B

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COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

July 5, 2012

CAROLINA CLEANING Craig Molloy
PO BOX 22326
HHI SC 29925

Re: Contract for Janitorial Services for Beaufort County Facilities
Contract Number: 3910/100566

Dear Mr. Molloy,

It is a great pleasure to inform you that Beaufort County has renewed the above mentioned contract we have with you in accordance with the original contract and solicitation (Invitation for Bid (IFB)/Request for Proposal (RFP)). The original contract was executed on November 1, 2010 and thus the contract renewal period will commence on October 31, 2012 and extend through November 1, 2013.

Also, kindly forward an updated Certificate of Insurance at your earliest convenience.

We look forward to your continued success during the contract period. Please contact Richard Dimont at 843-255-2352 or rdimont@bcgov.net if you have any questions.

Sincerely,
Dave Thomas
Dave Thomas, CPPO, CPPB

The signature below authorizes the renewal of the aforementioned Contract for an additional one (1) year term pursuant to amendments, original contract, and Terms and Conditions found in the original solicitation.

Dave Thomas July 2, 2012
Dave Thomas, CPPO, CPPB — Date
Purchasing Director, Beaufort County

cc:

Thomas Affidavit Ex. C

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COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

Building 2, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2353 Fax: (843) 255-9437

TO: Councilman Stewart H. Rodman, Chairman, Finance Committee

VIA: Gary Kubic, County Administrator GKubic
Bryan Hill, Deputy Administrator
David Starkey, Chief Financial Officer
Morris Campbell, Community Services Director MCC
Mark Roseneau, Facilities Management Director MR
Mitzi Wagner, DSN Director MHW
Joe Penale, PALS Director JOP

FROM: Dave Thomas, Purchasing Director DT

SUBJ: **Contract Award Recommendation for Janitorial Services North of the Broad River**

DATE: August 13, 2012

BACKGROUND. Beaufort County issued a Request for Proposals (RFP) from qualified vendors to provide janitorial services for ten locations north of the Broad River (see attachment 1). Proposals were received from three vendors and subsequently evaluated by a selection committee. The Beaufort County Department of Special Needs (DSN) provided a proposal as well. The selection committee consisted of the following: Mark Roseneau, Facilities Management Director, Mitzi Wagner, Department of Special Needs Director, John Donahue, DNA Technical Leader, Beaufort County Sheriff's Office, Shannon Loper, Fiscal Technician III, Parks and Leisure Department. Oversight of the process was provided by the Purchasing Director. The evaluation committee reviewed all proposals, interviewed each vendor, and selected DSN's proposal as the number 1 ranked vendor. DSN will provide the janitorial services for the recreation centers listed in attachment 1 with the exception of the DNA Lab. Carolina Cleaning was selected to provide the services for the DNA Lab. The contract term for both vendors will begin September 1, 2012 and expire on June 30, 2013, with four more one year annual renewals subject to County Council approval.

VENDOR INFORMATION	Annual Pricing	Annual Pricing for DNA Lab
Beaufort County Department of Special Needs	$52,026*	NA
Heavy D's, Beaufort, SC	$84,924	Did not bid
Carolina Cleaning, Hilton Head Island, SC	$88,680	$4320
Green Solutions Group, Sandy Springs, SC	$142,362	$7,911

*Does not include the DNA Lab.

FUNDING: PAL's Locations: Accounts 63316-51210 PALS Athletic Centers and 63317-51210 Recreation Cleaning Services. DNA Lab: Account 33020-51210 Facilities Cleaning Services.

RECOMMENDATION The Finance Committee approve and recommend to County Council the contract awards for Janitorial Services to DSN and Carolina Cleaning for the PALS centers and the DNA Lab in the respective annual contract amounts of $52,026 and $4,320.

Thomas Affidavit Ex. H

cc: Elizabeth Wooten, Richard Dimont
Att: RFP Original Pricing Form, Best and Final Pricing Information, DSN Pricing

COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

September 4, 2012

Sent via email & US Mail

CAROLINA CLEANING
Mr. Craig Malloy
PO BOX 22326
Hilton Head Island, SC 29925

Re: Cancelation/Award RFP for Janitorial Services North of the Broad River

Dear Mr. Malloy,

We wish to inform you that Beaufort County has selected our in-house DSN for the contract award. Thus, your cleaning services for the Dale Center, the Bluffton Center, Burtons Wells concession and press box, and the Burton Wells Senior Center will end August 31, 2012.

However, we also wish to congratulate you that you are the winning bidder for both our DNA lab and the new Sheriff's Office on Hilton Head Island. The term on this particular service is September 1, 2012 to June 30, 2013.

Also, kindly forward an updated Certificate of Insurance at your earliest convenience.

We look forward to your continued success during the contract period. Please contact Richard Dimont at 843-255-2352 or rdimont@bcgov.net if you have any questions.

Sincerely,
Dave Thomas
Dave Thomas, CPPO, CPPB

cc: R. Dimont
Attachment: Recommendation to County Council for Janitorial Services

Thomas Affidavit Ex. I

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COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

Building 2, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2353 Fax: (843) 255-9437

TO: Councilman Stewart H. Rodman, Chairman, Finance Committee

VIA: Gary Kubic, County Administrator
Bryan Hill, Deputy Administrator
David Starkey, Chief Financial Officer
Morris Campbell, Community Services Director MCC
Mark Roseneau, Facilities Management Director MR
Mitzi Wagner, DSN Director MHW
Joe Penale, PALS Director JOP

FROM: Dave Thomas, Purchasing Director DT

SUBJ: **Contract Award Recommendation for Janitorial Services North of the Broad River**

DATE: August 13, 2012

BACKGROUND. Beaufort County issued a Request for Proposals (RFP) from qualified vendors to provide janitorial services for ten locations north of the Broad River (see attachment 1). Proposals were received from three vendors and subsequently evaluated by a selection committee. The Beaufort County Department of Special Needs (DSN) provided a proposal as well. The selection committee consisted of the following: Mark Roseneau, Facilities Management Director, Mitzi Wagner, Department of Special Needs Director, John Donahue, DNA Technical Leader, Beaufort County Sheriff's Office, Shannon Loper, Fiscal Technician III, Parks and Leisure Department. Oversight of the process was provided by the Purchasing Director. The evaluation committee reviewed all proposals, interviewed each vendor, and selected DSN's proposal as the number 1 ranked vendor. DSN will provide the janitorial services for the recreation centers listed in attachment 1 with the exception of the DNA Lab. Carolina Cleaning was selected to provide the services for the DNA Lab. The contract term for both vendors will begin September 1, 2012 and expire on June 30, 2013, with four more one year annual renewals subject to County Council approval.

VENDOR INFORMATION	Annual Pricing	Annual Pricing for DNA Lab
Beaufort County Department of Special Needs	$52,026*	NA
Heavy D's, Beaufort, SC	$84,924	Did not bid
Carolina Cleaning, Hilton Head Island, SC	$88,680	$4320
Green Solutions Group, Sandy Springs, SC	$142,362	$7,911

*Does not include the DNA Lab.

FUNDING: PAL's Locations: Accounts 63316-51210 PALS Athletic Centers and 63317-51210 Recreation Cleaning Services. DNA Lab: Account 33020-51210 Facilities Cleaning Services.

RECOMMENDATION The Finance Committee approve and recommend to County Council the contract awards for Janitorial Services to DSN and Carolina Cleaning for the PALS centers and the DNA Lab in the respective annual contract amounts of $52,026 and $4,320.

cc: Elizabeth Wooten, Richard Dimont
Att: RFP Original Pricing Form, Best and Final Pricing Information, DSN Pricing

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COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

December 12, 2012

SENT VIA EMAIL & US MAIL

Carolina Cleaning
Craig Molloy
PO Box 22326
Hilton Head Island, SC 29925

Re: CHANGE ORDER: REMOVE BLUFFTON GYM from the Contract
for Janitorial Services for Beaufort County Facilities
Contract Number: 3910/100566

Dear Mr. Molloy,

Please be advised that we are removing the Bluffton Gym from your contract. In accordance with the contract above we are providing you with thirty-days (30) notice of this action. This is absolutely no reflection on your work; however as a cost-cutting measure, we have decided to take care of this facility in-house. All other terms, condition, amendments, and prices remain in effect.

We look forward to your continued success during the contract period. Please contact Richard Dimont at 843-255-2352 or rdimont@bcgov.net if you have any questions.

Sincerely,
Dave Thomas
Dave Thomas, CPPO, CPPB

cc: R. Dimont
M. Roseneau
A. Holland

Thomas Affidavit Ex. J

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COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2352 ♦ FAX (843) 255-9437

Richard Dimont
Contract Specialist
E-Mail: rdimont@bcgov.net

May 30, 2013
Craig Malloy, President
Carolina Cleaning
PO Box 22326
Hilton Head, SC 29926

Re: Contract for Janitorial Services
Contract Number: 3910/100566

Dear Mr. Malloy,

It is with regret that we must exercise our sixty-day (60) notice of cancellation on two facilities you currently clean for Beaufort County: Buckwalter Recreation Center and Burton Wells Recreation Center. The cancellation will be effective sixty-days from June 1, 2013.

We look forward to your continued success during the remainder of the contract period. Please contact me if you have any questions.

Sincerely,
Richard Dimont
Richard Dimont, Contract Specialist

cc: A. Holland
D. Thomas
M. Roseneau

Thomas Affidavit Ex. K

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COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director
[illegible] 843.255.2351
Rubena Dawod, Contract Specialist
[illegible] 843.255.2352 FAX 843.255.9437

June 11, 2013

TO: Gary Kubic, Beaufort County Administrator

VIA: Mark Roseneau, Facilities Management Director

FROM: Dave Thomas, Purchasing

RE: Carolina Cleaning Contract CPI Adjustment

Attached, is a Contract Amendment to increase the compensation paid to Carolina Cleaning (Contract No.3901/120221) by the recognized Consumer Price Index (CPI) by 2.4%.

If you have any questions, please call me.

DT:rjd

cc: B. Hill
R. McFee
A. Holland
J. Gruber

Thomas Affidavit Ex. L

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COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director
[redacted] 843.255.2353
Richard Dimant, Contract Specialist
[redacted] 843.255.2352 FAX 843.255.9437

CAROLINA CLEANING CONTRACT NO. 3910/20221
P.O. Box 22326
Hilton Head Island, SC 29925

CONTRACT AMENDMENT NO. 1

This amendment is between Beaufort County, SC (the "County") and Carolina Cleaning (the "Contractor").

BACKGROUND

1. The parties entered into Contract No. 3910/20221 on October 25, 2010.
2. The purpose of this contract is to provide janitorial services to County facilities.
3. The contract authorizes Consumer Price Index (CPI) price adjustment.
4. The purpose of this amendment is to approve the CPI.

CHANGES

1. The price adjustment is as reflected by the most recent CPI as permitted by the contract.
2. A price adjustment, as expressly permitted under the terms of the contract, is allowed as follows: Effective May 1, 2013, all contract prices are increased by 2.4% in accordance with the United States Department of Labor Statistics for services.[1]

EFFECT

1. Existing contract terms remain in effect unless specifically changed by Change Orders.
2. This amendment is entered into, on the date of signature by the County Administrator.
3. This amendment will increase the total cost of this contract from $543,911 to $556,964.90 RD 7/3/13

Recommended by:

By: _____
Dave Thomas, Purchasing

06/24/13
Date

Beaufort County, SC

By: _____
Gary Kubic, County Administrator
County Administrator

6/19/2013
Date

[1] Using the Consumer Price Index for All Urban Consumers 12-Month Percent Change, not seasonally adjusted, all U.S. Cities Average for Services.

COUNTY COUNCIL OF BEAUFORT
Beaufort County Purchasing Department
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
Telephone (843) 255-2353 ♦ FAX (843) 255-9437

Dave Thomas, CPPO, CPPB
Purchasing Director
E-Mail: dthomas@bcgov.net

October 16, 2012

Dear Mr. Molloy,

Beaufort County wishes to extend to you a month to month contract for the sole purpose of cleaning the new St. Helena Library. We have incorporated your start up and weekly costs below.

Pricing for St. Helena Library:

1. Service at five times per week: $3,228.00/month
   Monday and Thursday at 8:00 p.m.
   Tuesday, Wednesday, Saturday after 5 p.m.
2. Delivery of all materials: $425.00
   a. Tissue/Toilet Paper
   b. Soap
   c. Push Carts, mops, barrels/buckets
   d. Other miscellaneous and small equipment
3. Initial cleaning and set up: $288.00

If you agree with the foregoing, please sign and date below at the places indicated. Also, and at your earliest convenience, kindly forward us an updated Certificate of Insurance.

We look forward to your success during this contract period. Please contact Richard Dimont at 843-255-2352 or rdimont@bcgov.net if you have any questions.

Sincerely,

Dave Thomas

Dave Thomas, CPPO, CPPB
Purchasing Director, Beaufort County

Craig Molloy Carolina Cleaning

10.16.2012
Date

cc: R. Dimont

Thomas Affidavit Ex. M

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COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353
Richard Dimont, Contract Specialist
rdimont@bcgov.net 843.255.2352 FAX: 843.255.9437

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June 27, 2013

Craig Molloy
Carolina Cleaning Services
PO BOX 22326
Hilton Head Island, SC 29925

Re: St. Helena Library Cleaning Services

Dear Mr. Mallory,

Effective July 1, 2013 we will no longer require your cleaning services for St. Helena Library. Since October 2012, this has been a month-to-month service, and we have decided to go with Disabilities and Special Needs for the long term.

If you have any questions, please do not hesitate to call me.

Sincerely,

Richard Dimont, Contract Specialist

cc: M. Roseneau
D. Thomas
M. Wagner
M. Benac

Thomas Affidavit Ex. P

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COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director
dthomas@bcgov.net 843.255.2353
Richard Dimont, Contract Specialist
rdimont@bcgov.net 843.255.2352 FAX 843.255.9437

TO: Gary Kubic, County Administrator GK/GB.c

FROM: Dave Thomas, CPPO, Purchasing Director DT

SUBJ: **RFP# 133020130215 Janitorial Services for St. Helena Library**

DATE: June 14, 2013

BACKGROUND: Beaufort County issued a Request for Proposals (RFP) to firms capable of providing janitorial services for Beaufort County's St. Helena Library. The intent of the RFP is to select the most qualified responsive/responsible contractor whose schedule of services, support, and price is in the best interest of Beaufort County. The scope of services will require the contractor to provide a complete and efficient janitorial service, including all reasonable and necessary labor, supervision, equipment, licenses, insurance, and supplies to keep the contracted areas clean and properly supplied. The evaluation committee consisted of the following three (3) staff members: Wlodek Zaryczny, Library Director; Maria Banac, St. Helena Library Manager; and Mark Roseneau, Director Facility Management. The evaluation committee interviewed the top four (4) firms and requested best and final offers from each company. The evaluation committee reviewed and evaluated the best and final offers from each company and ranked Beaufort County's Department of Disabilities and Special Needs as the number one ranked contractor to provide janitorial services for the St. Helena Library. All contractors who responded to the RFP will be self-performing their work.

FINAL EVALUATION RANKING:

		Best and Final Offers Monthly/Annually
1.	Department of Disabilities and Special Needs, Beaufort County	$1,875.94 / $22,511.25
2.	Carolina Cleaning, Hilton Head Island, SC	$2,650 / $31,800
3.	Little Flower Cleaning Services, Ridgeland, SC	$4,000 / $48,000
4.	Beaufort Janitorial, Beaufort, SC	$4,745.44 / $56,945
5.	Low Country Housekeeping, St. Helena, SC	Not selected*

*Based on their response to the evaluation criteria.

FUNDING: Account 10001310-51210 Public Facilities Cleaning Services.

FOR ACTION: For approval by the County Administrator upon review.

RECOMMENDATION: The County Administrator approve the contract award to Beaufort County's Department of Disabilities and Special Needs, the top ranked contractor, in the amount of $22,511.25 for an initial contract term of one (1) year with four (4) additional one (1) year contract renewal periods all subject to the approval by the County Administrator.

CC: Bryan Hill, Deputy Administrator BH per SG
Alicia Holland, Controller
Monica Spells, Compliance Officer
Wlodek Zaryczny, Library Director
Mark Roseneau, Director Facility Management
Mitzi Wagner, Director of Disabilities and Special Needs MHW

Att: Summary of Cost and Ranking

Thomas Affidavit Ex. O

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RFP # 133020130215	Janitorial Services for St. Helena Library		24-Jan-13	Best and Final Offers
Company Name	Cost Per Month		Annual Cost	Monthly/Annual
Carolina Cleaning	$ 2,650.00	$	31,800.00	No Change
Beaufort Janitorial Services	$ 4,867.97	$	58,415.64	$4,745.44/$56,945
Little Flower Cleaning Services	$ 3,915.00	$	46,980.00	$4000/$48,000
Low Country Housekeeping	$ 4,166.00	$	49,992.00	Not selected
DSN	$ 1,875.94	$	22,511.25	

Company Name

Summary of scoring	Carolina Cleaning	Beaufort Janitorial Cleaning	Little Flower Cleaning Services	Low Country HouseKeeping	DSN
Name of Evaluator					
Mark Roseneau	88	88	96	5	90
Maria Benac	86	82	70	40	87
Wlodek Zaryczny	80	72	79	16	91
Total	254	247	245	61	268

Initial Ranking
1. DSN
2. Beaufort Janitorial
3. Little Flower Cleaning
4. Carolina Cleaning
5. Low Country HouseKeeping

Final Ranking after interviews:
1. DSN
2. Carolina Cleaning
3. Little Flower Cleaning Services
4. Beaufort Janitorial
5. Low Country HouseKeeping

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Beaufort County Disabilities & Special Needs
100 Clear Water Way
Beaufort, SC 29906
843-255-6300
mwagner@bcgov.net

Janitorial Proposal to clean St. Helena Library- 4-12-13

Beaufort County Day Program staff and consumers have cleaned the old DSN Building in Port Royal which was about 8,000 sq ft for over 7 years. They also had a janitorial contract with Hargray for several years. We are currently cleaning a large number of PALS facilities.

Since this proposal was developed quickly to allow the St. Helena Library to have an affordable alternative as soon as possible, if our estimated costs are less than our revenue after a year we will renegotiate the contract to the correct amount.

The cleaning will be done by our Day Program consumers with a staff on site to provide supervision and to assure that the contract deliverables are completed. Many of the staff and consumers who would be involved in this project reside on St. Helena and they have a strong desire to contribute to their community. DSN has a certificate from the Department of Labor to allow us to pay consumers less than minimum wage based on a wage/hour study which pays each consumer based on their ability to perform the functions of the job. Wage/hour studies are conducted every 6 months and the amount paid is calculated based on the going rate for others without disabilities that perform the same function. Any consumers working from our supported employment program are paid minimum wage.

Our Principal Strengths

- We are part of Beaufort County Government and have an ongoing relationship with Beaufort County Libraries.
- We are familiar with the building.

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- Consumers receive many benefits from worthwhile employment including increased self esteem, community involvement and wages to help purchase needed items.
- One of the main goals of DSN is to help consumers reach their full potential and this includes employment opportunities in our community.

Contact Person

Bill Love, DSN Deputy Director
100 Clear Water Way
Beaufort, SC 29906
843-255-6285
wlove@bcgov.net

Mitzi H. Wagner, DSN Executive Director
100 Clear Water Way
Beaufort, SC 29906
843-255-6290
mwagner@bcgov.net

Implementation Plan

We will have the needed number of consumers at each site and there will always be a DSN Training Specialist with the consumers. We will provide transportation to and from the site. We will complete all duties including the following:

Cleaning needs at the St. Helena Branch Library located at 6355 Jonathan Francis Sr Rd on St. Helena Island, SC 29920

Daily cleaning needs (Will complete all of these responsibilities)

1 Vacuuming & spot cleaning all carpeted areas of the library

2 Sweeping with a dust broom & removing scuff marks in all tiled staff work areas

3 Moping the Staff Kitchen floor, cleaning kitchen sinks, wiping down all microwaves, and sanitizing all kitchen counter tops and any exposed soiled surfaces like refrigerator doors and cabinets

4 Pulling all trash from all trash bins and waste baskets throughout the library and on library grounds

5 Wipe with a cloth dust all wooden service desks (4) - circulation, reference, children's, and teens

6 Sweeping the foyer floor that has blue slate to remove any loose debris & wiping the wooden benches with a dust cloth

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7 Clean and sanitize all restrooms (4) - mop the floors; clean & sanitize the toilets & wipe down the toilet seats; clean the sinks & mirrors; sanitize the door handles of all stalls and exit doors; empty all trash bins including stall trash bins; and replace paper towels, toilet paper, and hand soap

8 Cleaning all glass and chrome on the entry doors and doors to Activity Room & Teen Lounge

9 Sweeping with a dust broom the floors in the community meeting room & conference room (please check posted calendar for known meetings; these rooms can be on an as needed basis)

10 Activity Room floors must be mopped and any carpet vacuumed and Teen Lounge Floors & furniture must be vacuumed every day - these are heavily used areas

11 Sanitizing all patron use tables

12 Clean & sanitize all water fountains - 3 sets

Weekly cleaning needs (Will complete all of these responsibilities)

1 All glass cleaned in the foyer, Activity Room, and Teen Lounge- All that can be reached without a ladder

2 Door glass cleaned for the Production Lab door, Computer Lab door, Copier room, group study rooms (2 rooms), and Sound room

3 All the shelves dusted - especially look for spider webs in high places

4 All chairs cleaned

5 All exposed back office desk spaces are wiped down

6 Clean all outside benches

7 Clean all bathroom walls and partitions

8 Mop the tiled floors in all staff work areas - areas can be staggered throughout the week

9 All of the door frames dusted — especially look for spider webs behind doors and near baseboards

10 Wipe down with a dry cloth all fire pull stations

Monthly cleaning needs - (Will Complete all of these responsibllities not indicated with a "no")

1 Waxing the wood in the Gullah Geechee Room. All that can be reached without a ladder

NO 2 Buffing all tiled floors in the library

3 All store front area glass cleaned for Production Lab, Computer Lab, Group Study rooms (2 rooms), Copier Room, and Sound Room

4 All windows cleaned in the Conference Room and Community Meeting Room and glass door in the Community Meeting Room All that can be reached without a ladder

5 Dust the projector glass in the Community Meeting Room with a dry cloth (if needed may need to use glass cleaner)

6 Replace Slip resistant mats (may need to be checked and frequency adjusted depending upon soiled content)

Quarterly cleaning needs - (Will Complete all of these responsibilities not indicated with a "no")

NO1 Shampooing all carpeted areas in the library with dry extraction method

2 Cleaning all glass interior & exterior for Reading Garden area, Periodical reading area, staff kitchen area, computer lab area, foyer area, adult reading area, Teen services Librarian's office, children's reading area, glass inset in the Children's workroom door, Branch Manager's office, and staff work room door. All that can be reached without a ladder

Annual Cleaning Needs- Cannot complete these unless 2- 4 can be reached without a ladder

1 Stripping the tiled floors - scheduled during Staff Development Days (2 scheduled per year) when library is closed but it not a holiday; with exception if branch is host site for the training day.

2 Dust and Wax Paneled Ceiling in foyer and canopy

3 Dust and wax the paneled walls in the Community Meeting Room

4 Dust the walls in the Conference Room, Community Meeting Room, AMH Room, Computer Lab, Sound Room, Group Study Rooms (2 rooms), Copier Room, Activity Room, Teen Lounge, Foyer & Restroom area, and Production Lab

We will provide a monthly evaluation sheet for you to let us know how we are doing to meet your needs. We request that you and/or your staff complete it monthly for each site. Also any problems or issues reported to the contact persons will be addressed within 24 hours.

We request that all staff and consumers are treated with dignity and respect.

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Sites/Frequency/ Cost

SITE	FREQUENCY	MONTHLY COST	ANNUAL COST
St. Helena Library	5 x per week Monday &Wednesday 9:00 AM to 1:00 PM Tuesday & Thursday 7:00AM to 10:00AM and Saturday 6:00AM to 9:00AM	$1,631.25	$19,575
TOTAL COST		$1,631.25	$19,575.00
Cost Supplies, Equipment, travel	15% of total contract	$244.69	$2,936.25
Grand Total		$1875.94	$22,511.25

Total Agreement

This agreement constitutes the entire agreement between the parties hereto. No representations, warranties or promises pertaining to this agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This agreement shall be construed in accordance and governed by the laws of South Carolina.

By _____ Date 6/28/13
Gary Kubic, County Administrator
Beaufort County

Witness Cheryl Hines

By Mitzi W. Wagner Date 6-12-13
Disabilities & Special Needs

Witness William J. John 6/12/13

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Carolina Cleaning

ph. 843.681.8461 fax 843.681.5849
e mail : carolina.cleaning.info@gmail.com
CarolinaCleaningCompany.com

3/22/2012

REVISED 8/6/2012
Hard copy w/ bid form
sent via Us Mail 8/6/2012

Mr. Dave Thomas
Beaufort County Purchasing

Mr. Thomas,

Thank you for the opportunity to bid your additional cleaning needs.
I am very interested in expanding our service area with Beaufort County.

I would be interested to service this contract in full or part.
As you know Carolina Cleaning is a full service commercial cleaning company.
We have been a faithful employer and supporter to Beaufort County and its residents since 1993.

Our commitment to a "customer comes first" philosophy will ensure the reliability and quality that the Beaufort County employees and customers deserve.

We are fully insured, bonded and all of our employees are Law Enforcement checked.
We are a self performing woman owned, small business enterprise.

Our complete bid package demonstrates how Carolina Cleaning is the best fit to perform on this contract.

Please review the pricing and information and feel free to call should you have questions.

Regards,

S. Craig Molloy

Thomas Affidavit Ex. S

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Carolina Cleaning

CarolinaCleaningCompany.com
843.681.8461

Company BIO –
Island Group Inc. dba Carolina Cleaning 3/2012

- Tin # [redacted]
- Duns number – [redacted]
- Serving the Southeast since 1993
- We are fully insured and bonded.
- We perform state law enforcement checks on all of our employees.
- Bank "Primary" – Wells Fargo.
- Secondary bank relationships w/ – Bank of America , BB&T
- We have a substantial line of credit allowing us to comfortably pursue 2.5 mill. annual contracts.
- We are financially stable w/ excellent bank credit and no long term debt.
- We have never been released from an acct. for non performance.
- I have received and read all documents, addendums and scope's of work for this rfp. – addendum # 1 recd' on 3/5/2012 correcting some of the the building listings (it is # 3910-1120221 for rfp # 3910-120221) addendum # 2 - 3/8/2012
- We have excellent work references.
- We offer bulk pricing for customers with multiple locations.
- We have the ability to secure bid and performance bonding.

Service List :

Janitorial Services - Office / Industrial / Institutional / Medical

a. complete janitorial and building maint. services
b. industrial cleaning and degreasing of many types of machines and facilities
c. all types of carpet / hard floor maintenance
d. recycling pick up and disposal
e complete "Green" cleaning programs

24 hour – Emergency Services

a. water extraction and drying
b. mold testing and restoration services
c. demolition services – interior
d. Hurricane pre / post assessment

Power & Soft Washing

a. window washing
b. roof & gutter cleaning & maintenance
c. window washing to 200 ft.

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Carolina Cleaning
CarolinaCleaningCompany.com
843.681.8461

3/22/2012

Pricing page : supplement to page 37 of the rfp # 3910/120 221 per the the specs. provided by BC purchasing in the rfp.

		$ / mo.	freq-per specs.
1.	Coosaw center		(125.00 as needed)
2.	Booker t center		(125.00 as needed)
3.	Broomfield center	$ 0.00/mo.	2x / mo.
4.	Green (Lind B.) street gym	0.00	4x /wk & 6xbball
5.	Scott center	0.00	3x / wk.
6.	Seaside center	0.00	1 x / wk
7.	St Helena gym	0.00	2x/wk & 6xbball
8.	Port royal center	0.00	5x / wk
9.	DSN building	0.00	5x/wk /4 hrs ea.
	CANCELLED ALL ABOVE		
10.	Sheriff's DNA lab	360.00	3x wk
	Total	$ 360.00 / month	

Other – Recommendations , Comments :

DSN Building –

1. I would recommend "special" cleaning to be at least 2 – 4 x per month on mondo floor. Additional man hours are needed to properly clean the building for, reasons of the sensitive nature of occupants etc.
2. Special paper products, chemicals, tools and equipment are needed to properly perform the necessary cleaning job at this facility.

These recommendations "not included above" for the safety of the occupants as well as the facility operating procedures and costs.

3. Booker T. - (125.00 as needed) is good unless on the other contract was less money. I would honor the lesser number of the 2 for BC.

4. Sheriff's lab pricing is good as stated and as far as specs. , requirements, cleaning times and personnel needs are similar to other buildings in the vicinity (Biv).

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COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 2—Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: RFP # 140305 Award Recommendation for Janitorial Services for Beaufort County

DATE: May 19, 2014

BACKGROUND: Beaufort County issued a Request for Proposals (RFP) to vendors capable of providing janitorial services for Beaufort County facilities located both North and South of the Broad River (27 facilities in the North, including additional services needed at the 14 buildings currently being serviced by Disabilities and Special Needs (DSN), and 9 facilities in the South). The intent of the RFP is to select the most qualified responsive/responsible vendor whose schedule of service, support, and price is in the best interest of Beaufort County. The scope of services will require the selected contractor to provide a complete and efficient janitorial service, including all reasonable and necessary labor, supervision, equipment, licenses, insurance, and supplies to keep the contracted areas clean and properly supplied.

The evaluation committee consisted of the following six members: Missy Easler, Fiscal Technician; Alan Eisenman, Financial Supervisor; Scott Marshall, Parks and Leisure Services Director; Jon Rembold, Airports Director; Mark Roseneau, Director of Facilities Management; and Wlodek Zaryczny, Library Director. Dave Thomas, Purchasing Director, facilitated the process and provided guidance to the evaluation committee. Monica Spells, Compliance Officer, observed all committee meetings. On March 5, 2014, Beaufort County received sixteen responses to the RFP (Attachment 1 "Final Ranking and Cost Sheet"). The evaluation committee evaluated all responses based on the selection criteria and short-listed the following five vendors for interviews: 360 Clean, A&B Cleaning Service, Beaufort Janitorial, The Budd Group, and Defender Services. The evaluation committee completed interviews on April 9, 2014 and requested "Best and Final Offers" from these five vendors with a response date of April 24, 2014. After review of the "Best and Final Offers" and consideration of the RFP evaluation criteria scoring, the panel selected A & B Cleaning Service as the number one ranked vendor to provide janitorial services for County facilities North and South of the Broad River.

RECOMMENDED VENDOR:		**COST**
A & B Cleaning Service, Inc., Greenville, NC		$585,828
FUNDING:	Account # 10001310-51210, Facilities Management Cleaning Services	$552,636
	Account # 54000011-51210, Hilton Head Island Airport Cleaning Services	28,500
	Account # 51000011-51210, Lady's Island Airport Cleaning Services	4,692
	Total	$585,828

Proposed Fiscal Year 2015 Budget

Account # 10001310-51210, Facilities Management Cleaning Services		$600,000
Account # 54000011-51210, Hilton Head Airport Cleaning Services		30,000
Account # 51000011-51210, Lady's Island Airport Cleaning Services		5,000
	Total	$635,000

Thomas Affidavit Ex. R

PRIOR YEAR COST: Carolina Cleaning Services, the current janitorial vendor, had a contract from November 1, 2012 to October 31, 2013 for $566,521. The current contract has been extended on a month-to-month basis and is scheduled to end June 30, 2014. The current cost from July 1, 2013 through April 30, 2014 is $431,276 and the total estimated cost to June 30, 2014 is $517,326.

FOR ACTION: Public Facilities Committee meeting on May 19, 2014.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of $585,828 for janitorial services from the aforementioned vendor for an initial contract term of one (1) year beginning July 1, 2014 and ending June 30, 2015 with four (4) additional one (1) year contract renewal options for a potential total five (5) year contract.

CC: Gary Kubic, County Administrator
Bryan Hill, Deputy County Administrator
Alicia Holland, Chief Financial Officer
Robert McFee, Director of Engineering and Infrastructure
Mark Roseneau, Director of Facilities and Maintenance

Att: Final Ranking and Cost Sheet

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Attachment 1: Final Ranking and Cost Sheet - RFP #140305 Janitorial Services for Beaufort County

Final Ranking	Score	Cost
1. A & B Cleaning Service, Greenville, NC Remarks: Provided pricing on all locations	503	$585,828
2. Defender Services, Columbia, SC Remarks: Provided pricing on all locations. They did not offer to split the contract based on economy of scale/cost savings.	496	$644,187
3. The Budd Group, Winston-Salem, NC Remarks: Provided pricing on all locations.	492	$744,424
4. Beaufort Janitorial, Beaufort, SC Remarks: Provided pricing on North of the Broad, DSN, and Porters North of the Broad service only on their "Best and Final Offer".	482	$516,857
5. 360 Clean, Johns Island, SC Remarks: Provided pricing on all locations.	453	$692,672
6. Heavy D's, Beaufort, SC Remarks: Provided pricing for North of the Broad, DSN, and Porters North of the Broad.	366	$593,138
7. Hilton Head Housecare, Beaufort, SC Remarks: Provided pricing for North of the Broad, DSN, and Porters North of the Broad.	364	$688,127
8. Modern Facility Services, East Hanover, NJ Remarks: Provided pricing on all locations	339	$575,731
9. Walterboro Workforce, Walterboro, SC Remarks: Provided pricing on 14 buildings in the North, DSN, and Porters in the North.	335	$208,344
10. Carolina Cleaning, Hilton Head Island, SC Remarks: Provided pricing on all locations	333	$833,628
11. In & Out Cleaning, Hilton Head Island, SC Remarks: Provided cleaning on South of the Broad and Porter services.	310	$196,008
12. Seascape Services, Bluffton, SC Remarks: Provided pricing on 9 buildings South of the Broad and one Porter.	291	$266,292
13. Grey Personnel, Seabrook, SC Remarks: Pricing on six buildings in the South and one in the North and one DSN building. No Porters.	200	$2,545,747
14. LowCountry House Keeping, Remarks: Provided pricing on three buildings North of the Broad, five DSN buildings and no Porters.	183	$100,945
15. Father & Sons, St. Helena, SC Remarks: Pricing on eleven buildings in the North, and some of the DSN buildings, on-call Porter.	175	$261,300
16. Joe Green Enterprises, Beaufort, SC Remarks: Provided pricing on thirteen buildings in the North only.	27	$459,600

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COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2350 FAX: (843) 255-9437

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PROPOSAL NOTICE 3910/120221

CLOSING DATE AND TIME: March 22, 2012 3:00 P.M

PROPOSAL TITLE: Janitorial Services for Beaufort County – North of the Broad River – Eight (8) Locations.

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

A pre-proposal conference will be held at 2:00 pm in the BIV # 3 Conference Room, 102 Industrial Village Road, Building # 3, Beaufort, SC 29906-4291, on February 29, 2012. All offerors are strongly encouraged to attend.

In order for your proposal to be considered, it must be submitted to the Purchasing Department no later than the date and time as listed above, at which time respondents to this request will be recorded in the presence of one or more witnesses. Proposals received by the Purchasing Department after the time specified will be returned to the offeror unopened. Due to the possibility of negotiation with all offerors, the identity of any offeror or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposals. **Proposals must be submitted in a sealed opaque envelope/container showing the above proposal number, closing date, and title.**

All submittals (see Part XI, Submission Requirements) received in response to this Request for Proposals will be rated by a County Selection Committee, based upon the Evaluation Criteria as listed in Part VII and VIII. If the best offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

BEAUFORT COUNTY

David L. Thomas, CPPO
Purchasing Director
(843) 255-2353

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Beaufort County
Purchasing Department

Request for Proposals to Provide, Janitorial Services, North of the Broad River, Eight Locations for Beaufort County, South Carolina

ISSUED DATE:	**February 15, 2012.**
RFP DUE DATE/TIME:	**March 22, 2012, 3:00 p.m.**
RFP NUMBER:	**3910/1120221**
SUBMIT RFP TO:	**Purchasing Department** **102 Industrial Village Road, Building #3** **Beaufort, SC 29906-4291**

Requests for information regarding this RFP solicitation should be directed to the Purchasing Department by calling 843-255-2350 or by email at dthomas@bcgov.net

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PART I

GENERAL INFORMATION

1. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.

2. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

3. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.

4. **One (1) clearly identified original and Six (6) copies of your proposal are required.**

5. Proposals will be received by the Beaufort County Purchasing Department until 3:00 p.m. on the closing date shown.

   Proposals are to be mailed to:

   Beaufort County Purchasing Department
   P. O. Drawer 1228
   Beaufort, SC 29901-1228

   Hand deliver and/or Express mail to:

   Beaufort County Purchasing Department
   102 Industrial Village Road, Building # 3
   Beaufort, SC 29906-4291

   The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFP number, closing date, and title.

   Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any

specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

7. This solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal, to sell surplus property, or to procure or contract for the articles of goods and services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal request, if in the best interest of the County to do so.

Questions regarding this RFP should be sent in writing (preferably via e-mail) at least ten (10) calendar days prior to the proposal closing date to the Beaufort County Purchasing Department to:

David L. Thomas, CPPO, CPPB
Purchasing Director
Email: dthomas@bcgov.net
Fax: (843) 255-9437

Answers to questions received that change and/or clarify this solicitation will be posted on the County's website at www.bcgov.net under the Purchasing Department's page. If it becomes necessary to revise any part of this RFP, addenda will likewise be posted on the County's website. Offerors must acknowledge in writing, receipt of all addenda in the text of their proposals.

All official correspondence in regard to the requirements, terms, and conditions should be directed to and will be issued by the Purchasing Department. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

All material submitted in response to this RFP shall become the property of the County and will not be returned to the Offeror. The content of each Offeror's proposal shall become public information once a contract has been awarded.

PART II

REQUIREMENTS AND TERMS

1. INTRODUCTION

It is the intent of Beaufort County to solicit proposals for Janitorial Services for Eight (8) Beaufort County facilities all located north of the Broad River.

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2. TERM/OPTION TO EXTEND

The initial contract term shall be from **July 31, 2012 to June 30, 2013.** The Purchasing Office may extend this contract, it if appears to be in the best interest of the County and is agreeable with the Contractor. Said extension may be less than, but will not exceed four (4) additional one-year periods. The Contractor will be notified, in writing at least 30 days prior to the expiration of current contract. Any request for a price increase will be evaluated prior to exercising the Option to Extend.

3. PRICE ADJUSTMENT

Prices shall remain firm, for a minimum of one (1) year. After the first year, written requests for increases in price may be submitted, in writing to the Purchasing Office. These requests should be forwarded by registered mail to ensure delivery. The Purchasing Office reserves the right to accept the increased price, or to cancel the contract and award to the next bidder, or re-advertise for new proposals.

4. SECURITY CHECK/BACKGROUND INVESTIGATION

All personnel who will be involved with this contract must agree to a NCIC security check.

4.1 BACKGROUND INVESTIGATION.

The County requires, and Contractor agrees, to submit a full written background investigation of itself, if applicable, and each person performing services by or through the Contractor (1) prior to the commencement date of this Agreement; (2) at any time during the term of this Agreement when a new person is engaged by Contractor to perform services under this Agreement; (3) and at the anniversary date of this Agreement, if any.

4.2 Any cost associated with providing the County with any written background investigation will be paid by Contractor.

4.3 Notwithstanding any other provision in this contract, the discovery of an undisclosed criminal arrest or conviction may be grounds for immediate termination of this contract without prior notice as may the arrest or conviction of the Contractor during the term of this contract.

4.4 The background investigations required under this Agreement are indicated below; provided, however, the County may require any additional background investigation deemed essential to carrying out the terms of this Agreement.

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4.5 Written background reports are:

4.5.1 A criminal history record report obtained from the State (of South Carolina) Law Enforcement Division ("SLED");

4.5.2 A report from the South Carolina Sex Offender Registry;

4.5.3 A report from the National Crime Information Center (NCIC)

4.5.4 A report from the National Driver Register

4.5.5 A South Carolina Drivers License Report

4.5.6 Other:

5.0 TERMINATION OF CONTRACT

An arrest, indictment and, or conviction of the contractor or any person working through the contractor may be grounds for immediate termination of this contract without prior notice. The County shall have to sole discretion to determine if the nature of the crime alleged or subject to conviction is sufficient to warrant termination of this agreement.

6. FIDELITY AND/OR CASH BOND

The successful Contractor(s) shall furnish a $5,000 cash property loss bond. Any property missing during the term of this contract shall be replaced using this cash bond.

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7. ACCEPTANCE EVALUATION AND QUALITY ASSURANCE

The services provided will be subject to inspection by the County. All work not in accordance with the specifications will be handled as described under Item (C), Contract Service Specification, General Requirements.

8. DELIVERY AND PAYMENT

Payment for services rendered shall be made monthly (within 30 days after receipt of invoice), based upon valid and approved invoices submitted to the agency. Payment for services rendered under Optional Major Maintenance Cleaning Schedule will be made on the final completion of each task which is required and after approval by contract coordinator.

9. CONTRACT COORDINATOR/FACILITATOR

The Contract Coordinator/Facilitator for this project shall be Mark Roseneau, Director of Facilities Management (Phone: 843-255-2770 / Cell Phone 843-812-8024)

PART III

SCOPE OF WORK

This specification covers provisions for a complete and efficient janitorial service, including all reasonable and necessary labor, supervision, equipment, licenses, insurance, and supplies in order to keep the contracted areas clean and properly supplied.

1. REQUIREMENTS

1.1 General Information

1.2 Daily Cleaning Personnel
In addition to general daily cleaning, prospective contractors must furnish a proposal for daytime cleaning personnel when required (see Other Provisions [continued]). The primary purpose of this person(s) will be to handle complaints and special cleaning. It will be acceptable for this person(s) to handle some portions of the general daily cleaning.

1.3 Team Cleaning
Team cleaning concept is preferred.

1.4 Energy Clause
If mandatory energy conservation measures are applied to County facilities, the contractor will be expected to alter his work schedule

procedures as required for compliance. When the measures are lifted, the contractor will then be required to bring the facilities back up to previous standards, within a reasonable period of time.

2. Quality Control Personnel

Quality Control is a very important part of this contract. The contractor's quality control person shall contact the Facilities Manager on a weekly basis.

3. General Contract Conditions

3.1 Contractor Employee Policy
The contractor agrees to be responsible for and shall provide general supervision of all his employees working under this contract. Whenever any employee(s) is working, there shall be a designated supervisor directing his/her work.

3.2 The contractor shall ascertain that all his employees abide by the following rules:

3.2.1 Employees shall wear an identification badge with employee name, picture, and company name at all times while on the premises.

3.2.2 Employees shall be of good integrity and character.

3.2.3 Employees shall not disturb any papers, boxes, or other materials, except that in trash receptacles or designated areas for trash, or unless such material is properly identified as trash.

3.2.4 Employees shall report any property loss or damage to their supervisor immediately. The supervisor shall report such damage to the contracting agency in writing within 24 hours, specifying the location and extent of the damage. Failure to report such damage as required may be construed as default of the contract.

3.2.5 Employees shall not open drawers, file cabinets, or use any telephone except public pay phones, unless given specific approval by the contracting agency.

3.2.6 Employees shall not leave keys in doors or admit anyone into any building or office who is not a designated employee of the contractor. All doors which were locked upon entry will be immediately relocked.

3.2.7 Employees shall not clean or move copy machines or other

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office machines, except when specifically requested by the contracting agency.

3.2.8 Employees shall not engage in idle or unnecessary conversation with County employees, other employees of the contractor, tenants, or visitors to the building.

3.2.9 Employees shall not remove any article or materials from the premises, regardless of its value or regardless of any employee's or tenant's permission. This is to include the contents of any item found in trash containers in or around the premises. Trash items are to be placed in dumpsters or trash cans designated for that purpose.

3.2.10 Employees shall abide by rules and regulations set forth by the State of South Carolina and Beaufort County which affect the performance of the work.

3.2.11 Each employee of the contractor shall have at least six months to one year of experience as a janitorial employee. Supervisory employees shall have at least one year of experience as a cleaning supervisor.

3.2.12 Eating shall not be allowed by contract personnel.

3.2.13 Employees must not bring their children, relatives or friends to work with them.

3.2.14 Upon written request of the contracting agency to the contractor, any contractor's employee who fails to abide by these or other rules established by the contracting agency will be immediately pulled off the job and replaced.

4.0 Liability

The contractor shall assume liability for damages or losses resulting from the wrongful act(s) and/or negligence of this employees while they are on County premises. The contractor or his insurer shall reimburse the contracting agency for any such damage or loss within thirty (30) days after a claim is submitted.

5.0 Insurance

The contractor shall obtain and furnish to the Beaufort County Purchasing Director, fifteen (15) days after notification of contract award, certificates for the following insurer's coverage:

5.1 Workers' Compensation Insurance covering all individuals engaged in any work under this contract. Insurance coverage must meet requirements of South Carolina laws regarding Workers' Compensation Insurance.

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5.2 Public liability and property damage insurance (to include contractor's protective insurance), that shall protect the contractor and any subcontractor's performing work covered by the contract from claims for: [1] damages for personal injury, including death, and [2] property damages which may arise from operations under the contract, whether such operations be by the contractor or any subcontractor, or by anyone directly or indirectly employed by either of them. Beaufort County to be named as "Additional Insured" on all Liability coverage's.

The amounts of such insurance shall, as a minimum, be $1,000,000 per occurrence; and $1,000,000 in aggregate per type of coverage.

5.3 Automobile bodily injury and property damage liability, when the services to be performed require the use of a motor vehicle.

5.4 See Insurance Requirements in Beaufort County Standard Conditions/Provisions section.

6.0 Performance Bond

A Performance Bond shall not be required of the awarded contractor; however, a fidelity or cash bond, as listed in item 5, Part II, page 4, shall be required if awarded.

7.0 Laws

The contractor shall comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor, and equal employment opportunity laws.

8.0 Equipment and Supplies

The contractor shall provide all equipment, including but not limited to mops, vacuum cleaners, cleaning solutions, high speed buffers/wax and other necessary items (adequate in kind, quantity, and quality) for professionally performing all work in this contract, except light bulbs, as follows:

The Contractor will also furnish the following:

8.1 All paper items shall meet the EPA Federal Procurement regulations for post consumer recycled content and include:

8.1.1 non-chlorine bleached paper towels,
8.1.2. seat covers, and
8.1.3 two-ply soft toilet tissue

Present service provider is supplying the County with a Howard Paper tissue product, "Acclaim" brand. The County will not restrict tissue to this type, as other comparable brands will be reviewed for

acceptability by staff.

8.2 Time release air fresheners to be furnished in every restroom and conference room.

8.3 Liquid soap for all dispensers (Quality to be approved by County). The present provider provides Kimberly Clark lotion soap (institutional type) for facilities; however, other comparable brands will be considered for use, and the listing of above products does not limit the Contractors from offering other brands.

8.4 All fixtures for soap, tissue, and seat covers.

8.5 Walk-off mats at all entrance and exits. These mats shall be kept clean and changed as required.

8.6 An eight cubic yard dumpster for each building, as required.

9. A master list with each MSDS sheet shall be available at all times for each cleaning solution and all chemicals used in Beaufort County facilities. The MSDS sheets shall be kept at all times in the janitorial supply closets at each location with stored and/or used chemicals.

10. Quality of all products furnished shall be subject to the approval of the Facilities Manager. Samples of 1 (a-c) above must be submitted for approval and 2-4 by request of the Purchasing Director prior to the determination of award.

11. Losses to the County, caused by inferior quality equipment (including negligent operation) or supplies, will be reimbursed by the contractor.

12. Utilities
The County will provide the contractor with all normal utilities necessary for performing this contract (electricity, lights, water, etc.). Upon written request from the contracting agency, the contractor will comply with energy conservation requirements.

13. Storage
The contracting agency will provide the contractor with reasonable storage space for supplies and equipment. The contracting agency will also provide reasonable security to protect the contractor form loss of equipment and supplies.

The contractor shall keep all janitor closets, storage rooms, and other spaces assigned to his use clean, orderly, and locked at all times. Exceptions shall be made only with prior written permission from the contracting agency.

14. Inspection
The contractor shall accompany a designated representative(s) on County

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inspections of the work at any time during County business hours. The contracting agency reserves the right to make determination as to whether service is being performed satisfactorily.

15. Default
Failure to satisfactorily perform the services required by the contract will be grounds for the contracting agency to declare the contractor in default. All contract disputes will be referred to Beaufort County Purchasing Director for resolution.

16. Work Conferences
At least every 30 days, the contractor will meet with the contract coordinator/facilitator for a conference and tour to evaluate the performance of the contract. A written monthly performance report may be requested by the contract coordinator/facilitator.

17. Complaint System
Complaints shall be documented in writing and sent to the contract coordinator/facilitator. Contractor shall respond to complaints and correct any problems within 24 hours. Recurring complaints shall warrant a monitory deduction from contractor's monthly invoice to be determined by the Contract Coordinator/Facilitator to correct the problem. Recurring complaints may result in contract default as judged by the County, and a termination of contract. Contractor correspondence to anyone other than the County Purchasing Director or the Contact Coordinator/Facilitator may result in a termination of contract.

18. Minimum Wage
In the event of a federal minimum wage increase, the contract price will not be subject to renegotiation. No changes will be made without approval in writing to both parties of the contract.

19. Contract Service Specification

19.1 General Requirements
The contractor will furnish labor, supervision, materials, licenses, insurance, supplies, and equipment to perform these services in a manner that is satisfactory to the contracting agency. The contractor is expected to conduct the contract operations in a professional manner and to supply generally accepted janitorial services.

19.2 The contractor shall correct all complaints and supply special requests for services with a reasonable time period. All complaints, both major and minor, shall be investigated during the same working day. Any complaints which cannot be corrected during the same working day, or which is considered unreasonable, or which cannot be dealt with for reasons beyond the contractor's control shall be specifically reported to the contract coordinator. Uncorrected complaints, if not considered unreasonable by the contract coordinator, shall be cause for and all of the

following actions by the contracting agency:

19.2.1 To obtain the services from within its own staff or from another available source, without prior notice to the contractor. Costs for these services will be charged to the contractor.

19.2.2 To cancel the contract as provided for under General Provision 15, notice of such action, if deemed necessary, shall be made by certified mail (return receipt requested) and either received or refused at the office of the contractor listed in the contract. If action results in cancellation, the contracting agency will assess any costs or damages due the contractor. The contractor will be liable for any damages due and for any excess costs of obtaining the services for the balance of his original contract period, or until such time a new contractor has been established.

20. General Daily Cleaning

The contractor must provide the following services, no less frequently than the schedule specifies. The contract coordinator of the contracting agency will inspect the premises on a random basis, to ascertain whether the services are being provided.

20.1 Daily Cleaning (this scope must be followed for facilities listed on an as needed basis).

The following tasks must be accomplished during each day or evening shift, Monday through Friday, except for County Holidays:

20.1.1 Empty all trash cans (wash if needed). Plastic liners will be used and changed daily if dirty.

20.1.2 Collect all materials clearly marked with the word "trash."

20.1.3 Deposit all trash and boxes in dumpsters or other areas designed for that purpose.

20.1.4 Sweep all uncarpeted floors and mats (including stairwells, offices, and entrance areas). All floors must be kept clean, dirt free, and trash free. Spots or stains will be removed immediately (spray buff, if necessary).

20.1.5 All carpets shall be thoroughly vacuumed five (5) nights a week in non-traffic areas and every day in traffic areas. "Thoroughly vacuumed" is defined as vacuuming all exposed carpet: i.e., under chairs, tables, desks, etc. **Chair arms should not be forced under desks and tables.** Contractor shall be responsible for all damages.

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All carpets shall be vacuumed (traffic aisles) every night and all stains removed. **Vacuum cleaners and other equipment should not be allowed to hit against doors, walls, corners, etc.**

20.1.6 Clean and shine all chrome fixtures, including drinking fountains and moldings.

20.1.7 Spot clean glass surfaces, including entrance areas and glass partitions.

20.1.8 Sweep outside entrances, sidewalks, porches, steps and ramps (hose down, if necessary).

20.1.9 Clean up trash, paper, cigarette butts, litter, chewing gum and bird droppings in and around the building (wash down, if necessary).

20.1.10 Wash and/or dust and spot clean all walls, woodwork, switch plates, ledges, fire extinguishers, and other areas exposed to dust, smudges, and scrapes.

20.1.11 Special clean-up of areas which have had furniture, equipment, unpacked cartons, carpet moved or routine building maintenance preformed. These areas should be brought up to the same level of cleanliness and appearance as surrounding or adjacent areas, within a reasonable amount of time (24 hrs.).

20.1.12 Vacuum and spray/wipe clean all elevator door tracks. Loose paper, pins, clips, and other trash will be removed. Check area above elevator and clean as needed.

20.1.13 All gym areas to be swept and mopped daily.

20.1.14 Daily restroom maintenance:

A. Replenish all restroom supplies. The contractor must ensure there are sufficient quantities to last all day, including replenishment during the day if necessary, and Saturdays for buildings open on Saturdays.

B. Sweep floor. Wet mop with disinfectant cleaner or with soap and water in order to keep the floor clean and sanitary.

C. Wash and sanitize toilets, seats, and urinals.

D. Clean sinks.

E. Damp wipe and polish all chrome surfaces and mirrors.

F. Dust and/or wash all walls, ledges, grills, and partitions to keep dust-free, dirt-free, and clean.

G. Empty all trash cans (wash if needed). Plastic liners will be used and replaced when wet or dirty.

H. Deodorize and disinfect all traps, drains, toilets, and urinals. Provide deodorant bars.

I. Dust and damp wipe all horizontal surfaces.

20.2 Weekly (every week)

20.2.1 Dust and damp wipe all horizontal surfaces.

20.2.2 Dust all Venetian blinds.

20.2.3 Thoroughly wash all restroom walls and partitions.

20.2.4 Wash and dry all standing glass doors and windows.

20.2.5 Scrub vinyl tile floors and buff to keep floors clean and shiny.

20.2.6 Scrub concrete stairs with cleaning compound and rinse.

20.2.7 Carpeted corridors and traffic aisles shall be pile lifted weekly, using a certified pile lifter.

20.3 Bi-Weekly (every two weeks)

21. Major maintenance Cleaning Schedule
The contractor must provide the following services on the schedule specified and submit in writing to the building manager and coordinator.

21.1 Monthly (every month)

21.1.1 Vacuum air grills and diffusers.

21.1.2 Vacuum all light diffusers.

21.1.3 Shampoo or steam clean all carpet in traffic areas, first floor,

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Human Services Building.

21.1.4 Shampoo or steam clean all entry area carpet in all libraries.

21.2 Bi-Monthly (Every other month)

Shampoo or steam clean carpets in library meeting rooms at the Beaufort and Hilton Head libraries.

21.3 Quarterly Services (every quarter)

21.3.1 Wash and dry all glass inside building, including interior windows.

21.3.2 Completely sweep, strip, re-wax, and buff all tile, linoleum, and terrazzo.

21.3.3 Wash air grills and diffusers.

21.3.4 Shampoo or steam clean all carpet on the first floor traffic areas, including the Council Chambers and Executive Conference Room in the Administration Building and at the Beaufort County Government Complex South.

21.3.5 Shampoo or steam clean all carpet in all libraries. Carpet tiles in the Beaufort Library must be cleaned using the dry extraction method. MSDS must be provided and advance notice given.

21.3.6 Shampoo or steam clean carpet in the non-traffic areas in the Human Services Building.

21.3.7 Clean and wax all wooden furniture.

21.4 Semi-Annual Services (every six months)

21.4.1 Shampoo or steam clean all carpet in all areas of buildings not previously listed.

21.4.2 Completely wash and dry all exterior windows.

21.5 Annual Services (every 12 months)

21.5.1 Wash and dry all Venetian blinds. Blinds will be removed from

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windows before cleaning (when required).

21.5.2 Clean all light lens, light globes, and light diffusers.

21.6 Emergency Services

Included in your proposal price shall be emergency cleanup, to include but not be limited to spills; blood and body fluids, as related to blood born pathogens OSHA Standard 29-CRD 1 910-10-30, or any applicable OSHA requirements, complaints, and extraordinary clean up situations. There shall be a minimum of two persons certified to handle these situations, one South of the Broad River and one North of the Broad River, available to respond to any emergency situation between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Guaranteed response item shall be within 30 minutes of notification; and offeror understands and agrees, that if awarded this contract, he/she shall pay $25 as liquidated damaged for every 30 minute period that he/she is in default of this requirement. **All offeror's must submit a copy of their exposure and infectious disease control plan with their proposal.**

NOTE: All services listed under annual requirements shall be performed during the first 90 days of the contract period. This is in addition to the normal daily, weekly, monthly, quarterly, and semi-annual requirements.

21.7 Special Requirements

21.7.1 If any type of normal janitorial duties have been inadvertently omitted, the contract is to be interpreted to include same.

21.7.2 Carpets must be kept free of dirt and stains. Carpet pile must not be allowed to become flat or matted.

21.8 Adjustment of Services

The County reserves the right to adjust the cleaning schedule and/or location(s) as may be deemed necessary during the contract period. The monthly cost shall be utilized to obtain the change in contract price resulting in adjustments in service.

21.9 Reports

The contractor shall furnish the Contract Coordinator/Facilitator recommended changes to the existing scope of work for each building every quarter.

22.0 WARRANTY

The contractor warrants to the agency that all work performed, as a result of this Request for Proposal and specification, will be performed in a professional manner consistent with industry practice.

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23.0 BUILDING DATA

All information provided herein is estimated. Contractor shall be responsible for actual counts and measurements.

24.0 EXCEPTIONS TO FIVE DAYS A WEEK CLEANING

The following buildings are not cleaned five days a week but are cleaned as indicated below:

Green Street Gym – Four (4) days a week, Six (6) day during basketball.
Coosaw Center-as needed basis.
Broomfield Center-Two (2) times per month or additional for rentals.
Scott Center-Three (3) times per week
Seaside Center-One per week.
St. Helena Gym-Six (6) times a week from December 1-February 28 and two (2)
times per week March-November 30.
Port Royal Center-Five (5) days per week.
Booker T. Washington-as needed basis.
Burton Wells Admin/Gym-Five (5) days per week.
Burton Wells Senior Center-Five (5) days per week.
Dale Center-Five (5) days per week.
Bluffton Gym-One (1) day per week.
Buckwalter Rec. Center-Sixs (6) days per week.
Green Shell Park-as needed basis.

On an as needed basis give a daily price for each building.

26.0 ACCESS TO FACILITIES

The following department heads shall be contacted to set up appointments and allow for access to facilities. All other departments can be viewed on an as-needed basis, by checking in with the front office and showing positive identification.

Joe Panale, Parks & Leisure Services Director 843-255-6688.

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PART IV LOCATION INFORMATION

NORTH OF THE BROAD RIVER – EIGHT (8) LOCATIONS

PARKS & LEISURE SERVICES (PALS) LOCATIONS

1.	**Coosaw Center**	
	Location:	140 Coosaw River Road Lady's Island, SC 29902
	Gross Square Feet	n/a
	Number of Floors:	1
	Number of Occupants:	n/a
	Number of Restrooms:	n/a
	Carpet (SF)	n/a
	Stairwells:	None
	Elavators:	None
2.	**Broomfield Recreation Center**	205 Brickyard Point Rd. (Lady's Island)
	Location:	Beaufort, SC 29907
	Gross Square Feet	2,000
	Number of Floors:	1
	Number of Occupants:	40
	Number of Restrooms:	2
	Carpet (SF)	None
	Stairwells:	None
	Elevators:	None
3.	**Green Street Gym**	1001 Hamar Street
	Location:	Beaufort, SC 29901
	Gross Square Feet	18,179
	Number of Floors:	1
	Number of Occupants:	Average 443 per day
	Number of Restrooms:	5
	Carpet (SF)	None
	Stairwells:	3
	Elevators:	None
4.	**Scott Community Center**	242 Scott Hill Road
	Location:	St. Helena, SC 29920
	Gross Square Feet	1,822
	Number of Floors:	1
	Number of Occupants:	Average 35 per day
	Number of Restrooms:	1
	Carpet (SF)	252
	Stairwells:	None
	Elevators:	None

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5.	**Seaside Center**	130 Seaside Road
	Location:	St. Helena, SC 29920
	Gross Square Feet	2,000
	Number of Floors:	1
	Number of Occupants:	40
	Number of Restrooms:	2
	Carpet (SF)	None
	Stairwells:	None
	Elevators:	None
6.	**St. Helena Gymnasium**	1024 Sea Island Parkway
	Location:	St. Helena, SC 29920
	Gross Square Feet	n/a
	Number of Floors:	1
	Number of Occupants:	40
	Number of Restrooms:	2
	Carpet (SF)	None
	Stairwells:	None
	Elevators:	None
7.	**Port Royal Community Center**	1514 Richmond Avenue
	Location:	Port Royal, SC 29935
	Gross Square Feet	5,077
	Number of Floors:	1
	Number of Occupants:	20
	Number of Restrooms:	4
	Carpet (SF)	1,620
	Stairwells:	None
	Elevators:	None
8.	DSN	100 Clear Water Way
	Location	Beaufort, SC 2990?
	Gross Square Feet	15,917
	Number of Floors	1
	Number of Occupants	165
	Number of Restrooms	10
	Carpet (SF)	2,788
	Stairwells	none
	Mondo Floor	3,829
	VCT Flooring	9,300

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL BUILDING SQUARE FOOTAGES.

PART V

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AWARD CRITERIA

EVALUATION FORM

RFP NO._____ DATE: _____

_____ TITLE:_____
Evaluator

_____
Company

ASSIGNED		POINTS RANGE	POINTS
1.0	The quality of performance/workmanship of previous contracts and services; provided equipment, or references which attest to the specific experience of others.	0 - 22 Points	
2.0	Demonstrated understanding of the problems and needs presented by the project.	0 - 20 Points	
3.0	Qualifications of project personnel and the offeror's ability to commit capable staff and support a project of this size.	0 - 18 Points	
4.0	Soundness of offeror's approach to quality control and infectious diseases control.	0 - 18 Points	
5.0	Cost effectiveness and reasonableness of offeror's proposed fee.	0 - 14 Points	
6.0	The sufficiency of financial resources and its impact on ability to the offeror to perform the contract or provide the services.	0 - 8 Points	
	TOTAL POINTS	100	

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PART VI

CONTRACTUAL REQUIREMENTS

1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

2.0 S.C. LAW CLAUSE: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.

4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin,

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or physical handicap.

6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

9.0 PAYMENT AND PERFORMANCE BOND: The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is $10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.

11.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III,* as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-

2270 for a list of schedules.

12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

13.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

13.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

13.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT.

13.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least $1,000,000 PER PERSON, $1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least $1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least $2,000,000 COMBINED SINGLE LIMIT.

13.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of

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cancellation clause.

13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY: The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

17.0 We have provided a sample contract in Enclosure D on pages 56-61 for your review. This contract will be negotiated with the top ranked firm at the appropriate time.

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PART VII

SPECIAL INSTRUCTIONS

1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.

2.0 RECEIPT OF PROPOSAL: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal closing will be void, regardless of when they were mailed.

3.0 PREPARATION OF PROPOSAL

3.1 All proposals should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.

5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.

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6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

6.1 Determine in greater detail such offeror's qualifications.

6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.

6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contact must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP,

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which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.

13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

14.0 PROTEST PROCEDURES

14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.2 Decision: If the protest is not resolved by mutual agreement, the

Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

14.2.1 State the reasons for the action taken; and

14.2.2 Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

14.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

PART VIII

SUBMISSION REQUIREMENTS

To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:

1.0 Letter of Transmittal - limit to four printed pages.

1.1 Briefly state your firm's understanding of the work to be done, and make positive commitment to perform the work.

1.2 Identify your proposal's principal strengths.

1.3 Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.

1.4 State whether or not your firm has been involved in any litigation within the past five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation.

1.5 Indicate the number and dates of amendments that you have received.

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2.0 Table of Contents - clearly identify the material, by section and page number.

3.0 Proposed implementation plan, anticipated subcontract for service providers.

4.0 List several of Offeror's prior similar projects with name, address, and phone of a contact with whom County can discuss proposers past performance.

5.0 List any exceptions to this RFP.

6.0 Provide list of subcontractors you have used for the services we have requested and state the years of experience of your firm and each subcontractor for this type of services.

7.0 Other information and materials which the proposer wishes to submit in support of his proposal, qualifications, etc.

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PART IX

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand ($10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or $10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document _____, dated _____.

Company Name:_____ Principal Name:_____

Company Address: _____

_____

Secretary of State Designation: (Corporation, Individual, Partnership, other)_____
Beaufort County Business License/Classification:_____
Tax Obligation Current:
Signature of Principal/Date:_____

Witness/Date:_____
Form 2.537.1

RFP NO. _____ EXHIBIT C

PAGE _____ of _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Services

References: Contracting Office _____

Title: _____

Address: _____

City: _____ State _____ Zip _____

Telephone #(s): _____

OFFEROR'S EXPERIENCE

1. Contract Title: _____
2. Contract Period: From _____ To _____
3. Geographic Area Serviced: _____
4. Scope of Work

References: Contracting Office _____

Title: _____

Address: _____

City: _____ State _____ Zip _____

Telephone #(s): _____

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RFP NO. _____ EXHIBIT D

PAGE _____ of _____

PERSONNEL STAFFING

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
1. (Name)	
(Title)	
2. (Name)	
(Title)	
3. (Name)	
(Title)	
4. (Name)	
(Title)	
5. (Name)	
(Title)	

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RFP NO. _____ EXHIBIT ____E____

PAGE ____1____ of ____3____

PRICE PROPOSAL AND CERTIFICATION

The undersigned _____, having carefully examined the information
(Name of Offeror)
contained in the Beaufort County RFP Number #_____ dated _____, 2012, proposes to provide _____services to Beaufort County Government, as outlined in this proposal, at the prices specified below:

In compliance with the Request for Proposal #_____, and subject to all conditions thereof, the undersigned agrees:

(a) This proposal, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and

(b) To furnish all services, materials, and equipment necessary and incidental to perform the subject audits.

CERTIFICATION

CONTRACTOR

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES NO (IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

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RFP NO. _____ EXHIBIT E

PAGE 2 of 3

This proposal is submitted for use in connection with and in response to Beaufort County RFP # _____. This is to certify, to the best of my knowledge and belief, that the cost and pricing data summarized herein are complete, current, and accurate as of _____, 2012, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project. If further certify that I understand that the sub-agreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.

This cost proposal is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature of Offeror's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: _____

BY: _____ DATE: _____
(Signature)

TYPE/PRINT: _____
(Name) (Title)

ADDRESS: _____
(Street Address and/or P. O. Box Number)

_____
(City) (State) (Zip Code)

PHONE: ( ) _____ FAX: ( ) _____
(Area Code) Phone Number (Area Code) Fax Number

EMAIL: _____

FEDERAL ID#: _____ S.C. TAX #: _____

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RFP NO. _____ EXHIBIT ____E____

PAGE ____3____ of ____3____

IS YOUR FIRM:

1. SOLE PROPRIETORSHIP _____YES _____NO
2. PARTNERSHIP _____YES _____NO
3. CORPORATION _____YES _____NO

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME:

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

_____ YES _____ NO IF YES, SPECIFY: _____MBE _____WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? _____ YES _____ NO

IF YES, SPECIFY GOVERNMENTAL AGENCY: _____

DATE OF CERTIFICATION: _____

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Enclosure A

Program Provisions for

Small and Minority Business Participation

Small and Minority Business Participation Program Documents Overview*

PRE-AWARD DOCUMENTS		
Item/Form		*Submission Requirements*
1	**Program Overview**	n/a
2	**Self-Performance Affidavit** Indicates intention to perform work and/or provide services with own current workforce.	Due with bid/proposal **only if** self-performing 100%.
3	**Good Faith Efforts Checklist** Indicates the actions undertook to recruit and solicit small and minority businesses for this project.	Due with bid/proposal.
4	**Good Faith Agencies Distribution List** Indicates agencies that should receive notice of solicitation to small and minority businesses for this project.	n/a
5	**Outreach Written Notice Example** Sample of notice to be sent to small and minority businesses soliciting their participation for this project.	n/a
6	**Non-Discrimination Statement – Exhibit 1** Certification that this project is open to all businesses and persons and that no business or person shall be excluded from participating in the Beaufort County procurement process.	Due with bid/proposal.
7	**Outreach Documentation Log – Exhibit 2** Documents solicitation efforts to obtain small and minority business participation for this project.	Due with bid/proposal.
8	**Proposed Utilization Plan – Exhibit 3** Listing of the small and minority businesses that will participate on this project and their proposed contract dollar amounts.	Due with bid/proposal.
POST-AWARD DOCUMENTS		
Item/Form		*Submission Requirements*
9	**Compliance Efforts** If the successful bidder/proposer, indicates the actions required to earnestly carry out the small and minority business utilization plan and document payments thereof.	n/a
10	**Monthly Compliance Status Report – Exhibit 4** Certifies monthly usage and payments to small and minority businesses.	Due monthly after work commences throughout the life of the contract.

*** NOTE: Projects involving Federal funds may have Disadvantaged Business Enterprise (DBE) participation goals and requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, or other Federal requirements prescribed by the U.S. Department of Agriculture (USDA) or U.S. Department of Housing and Urban Development (HUD). Contractors submitting bids on such projects will also have to meet any outlined DBE Program requirements listed in the bid documents and submit items, including but not limited to, the following: (1) Certification of Contractor to Comply with DBE Requirements; (2) DBE Letter of Intent and Affirmation; (3) DBE Contract Totals and Percentage; and (4) Bidder's List Questionnaire. For a current list of South Carolina DBE firms, please visit www.scdot.org and go to "*Doing Business with SCDOT*", then see "*Office of Business Development and Special Programs*" and click on "*DBE Directory*". Likewise, any USDA and/or HUD requirements must be met in addition to Beaufort County's requirements.**

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PROGRAM OVERVIEW

Introduction

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35-5210*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as a part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state. Therefore, Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders and proposers is called to contract conditions contained herein pertaining to Beaufort County's "**Small and Minority Business Participation Program**", as prescribed in the Beaufort County Code of Ordinances Section 2-537.2.

Definitions

Small Business means a for-profit concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121, as amended. Beaufort County refers to these businesses as ***Small Business Enterprises*** or "**SBE**".

Minority Business means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. *Socially disadvantaged* means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women and other minorities to be designated by the Beaufort County Council. *Economically disadvantaged* means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged. Beaufort County refers to minority businesses as ***Minority Business Enterprises*** or "**MBE**".

Small and Minority Business Enterprises will be abbreviated as "S/MBE".

Provisions

The successful bidder or proposer, hereafter referred to as "Contractor", is required to (1) make specific **Pre-Award "Good Faith Efforts"** to recruit S/MBE and (2) **Post-Award "Compliance Efforts"** of its labors to utilize S/MBE, unless self-performing one hundred percent (100%) of the contract work. Falsification of any pre-award or post-award documents will be considered a serious breach of public trust and funds.

* SOUTH CAROLINA CODE OF LAWS, CHAPTER 35 "SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE, SUBARTICLE 1 "ASSISTANCE TO MINORITY BUSINESSES"

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SELF-PERFORMANCE AFFIDAVIT

If self-performing 100% sign below and return this page with your bid/proposal.

I hereby certify my company's intent to perform one hundred percent (100%) of the work required for:

Project Name: _____

Bid/Proposal Number: _____

By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.

I further agree to provide additional information or documentation requested by Beaufort County in support of the above statement.

If a need to subcontract all and/or some of my company's work on this project arises, I will notify the Beaufort County Purchasing Department in writing within three (3) business days.

_____
Name of Company

_____
Authorized Representative Name

_____
Signature

_____
Title

_____
Date

NOTARY SEAL

State of _____ County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____ My Commission Expires: _____

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GOOD FAITH EFFORTS CHECKLIST (PRE-AWARD)

Pre-award efforts include the following "good faith efforts" for Contractors intending to use subcontractors, or the bid/proposal may be rejected. If using subcontractors, complete and return this page (and required supporting documents) with your bid/proposal.

☐ Divide and/or combine scope of work packages into economically feasible units, **if possible**.

☐ Request a list of potential S/MBEs from the Beaufort County Purchasing Department by e-mailing a request to compliance@bcgov.net and reference the project name and number.

☐ Send a written notice (see Form 5 herein) at least ten (10) business days prior to the bid/response due date of intent to submit a bid/response and express interest in receiving quotes thereof to (1) potential S/MBEs **and** (2) "good faith agencies" (see Form 4 herein):

- ✓ The written notice should contain the Contractor's name and contact information; project name; project number; scope of work/bid packages available for subcontracting; information on availability of plans and specifications; and the Contractor's company policy regarding insurance, bonding, and financial requirements.
- ✓ A copy of the written notice **and** list of the S/MBEs to which the notice was sent should be included with the bid/proposal, along with the fax transmittal confirmation slips (if sent by fax), and/or copies of metered or stamped envelopes (if sent by mail).

☐ Complete and submit Exhibits 1-3 with all requested supporting documentation (where applicable):

- ✓ Exhibit 1: Non-Discrimination Statement
- ✓ Exhibit 2: Outreach Documentation Log
- ✓ Exhibit 3: Proposed Utilization Plan

The undersigned acknowledges making a good faith effort to comply with the above areas checked:

_____
Name of Company

_____
Authorized Representative Name

_____
Signature

_____
Title

_____
Date

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GOOD FAITH AGENCIES DISTRIBUTION LIST

Send written notice at least ten (10) business days prior to the bid/response due date to all the agencies listed below and do the following: (1) indicate your company's intent to submit a bid/response and (2) request their assistance in the recruitment of small and minority businesses.

Beaufort County Black Chamber of Commerce
Attention: Mr. Larry Holman
Post Office Box 754
Beaufort, SC 29901
FAX: (843) 379-8027
EMAIL: lholman2590@hargray.com

Beaufort Regional Chamber of Commerce
Attention: Mr. Jayson Gardner
Post Office Box 910
Beaufort, SC 29901
FAX: (843) 986-5405
EMAIL: jayson@beaufortsc.org

Hilton Head-Bluffton Chamber of Commerce
Attention: Ms. Janie Treon
Post Office Box 5647
Hilton Head Island, SC 29938
FAX: (843) 785-7110
EMAIL: jtreon@hiltonheadisland.org

Native Island Business & Community Affairs Association
Attention: Mr. Charles Young III
Post Office Box 23452
Hilton Head Island, SC 29926
FAX: (843) 342-7089
EMAIL: nibcaa@aol.com

SC Office of Small and Minority Business Assistance
Attention: Ms. Andrena Washington
1205 Pendleton Street, Suite 440-A
Columbia, SC 29201
FAX: (803) 734-2498
EMAIL: anwashington@oepp.sc.gov

SCDOT Disadvantaged Business Enterprise Program
Attention: Ms. Carolyn Burton
955 Park Street, Room 117
Columbia, SC 29202
FAX: (803) 737-2021
EMAIL: burtoncg@scdot.org

SC Minority Business Enterprise Center
Attention: Ms. Dawn Jennings
400 Percival Road
Columbia, SC 29206
FAX: (803) 743-1162
EMAIL: djennings@scmbec.com

Small Business Administration
Attention: Mr. John O'Neill
1835 Assembly Street, Suite 1425
Columbia, SC 29201
FAX: (803) 765-5962
EMAIL: John.Oneill@sba.gov

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OUTREACH WRITTEN NOTICE EXAMPLE

Send written notice at least ten (10) business days prior to the bid/response due date to potential small and minority businesses and provide notice of the following: (1) intent to submit a bid/response and (2) interest in receiving quotes from small and minority businesses.

No Name Company
Post Office Box 1234
Any Town, US
(123) 555-7777 Telephone
(123) 555-8888 Fax

Date

Subcontractor Company Name
Subcontractor Mailing Address
Subcontractor City, State, Zip

Dear Subcontractor Company Name:

No Name Company is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 000-00000.

We have the following opportunities for subcontracting on this project:

- *Describe Bid Package 1*
- *Describe Bid Package 2*
- *Describe Bid Package 3*
- *Etc…*

Plans and specifications are available at our office and at _____ and _____.

It is the police of No Name Company that _____(*state policy concerning W-4, insurance, credit lines, and assistance in obtaining bonds, etc.*)

The IFB/RFP closing date is _____ at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than _____ pm.

If you have any questions, please contact Mr./Ms. _____ at our company.

We look forward to hearing from you.

Sincerely,

_____
Title
No Name Company

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EXHIBIT 1
Non-Discrimination Statement

The bidder/proposer certifies that:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any IFB/RFP submitted to Beaufort County or the performance of any contract resulting thereof;

2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company for Beaufort County contracts, including those companies owned and controlled by socio-economic and racial minorities;

3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;

5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

6) That the failure of this Company to satisfactorily discharge any off the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract.

_____
Name of Company

_____
Authorized Representative Name

_____
Signature

_____
Title

_____
Date

EXHIBIT 2
Outreach Documentation Log

Bidder/Proposer Name: _____

Bid/RFP No.: _____

Bid/RFP Date: _____

Project Name: _____

LIST INFORMATION FOR THE S/MBEs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION
(Use additional sheets if necessary and mark "Exhibit 2 Attachment")

Name of S/MBE	Firm Type	Address	Telephone Number	Trade/Commodity	Letter Sent (Y/N)	Response (No Response / Will Quote / Will Not Quote)	Result (If Submitting Quote)
Beesons Bricklayers	MBE	61 London Lane, Bluffton, SC	123-555-0000	Brick Masonry	Yes	Will Quote	Accepted
Dot's Doors	SBE	11 Palm Way, Sheldon, SC	123-555-1111	Doors and Hardware	Yes	No Response	n/a

The undersigned proposes to enter into a formal agreement with the S/MBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with Beaufort County.

Name: _____ Signature: _____ Title: _____

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COMPLIANCE EFFORTS (POST-AWARD)

The successful Contractor is required to fulfill any Small and Minority Business Enterprise (S/MBE) commitments made in conjunction with the "Pre-Award Good Faith Efforts", unless good cause is demonstrated for any failure to fulfill such commitment.

If the Contractor intends to make any substitutions for any reasons, the Beaufort County Purchasing Department must be notified in writing within three (3) business days for discussion and approval. No Contractor shall enter into an agreement with any S/MBE that would in any manner limit the S/MBE from selling or acting as a subcontractor to any other party.

Beaufort County shall have the right to inspect the Contractor's records related to activity and expenditures to S/MBE utilized on its projects, to include related contracts/purchase orders and payment records, such as cancelled check copies. Further, designated Beaufort County personnel are permitted access to all work sites. Contractors and their staff should take measures to cooperate fully with all Beaufort County staff, including, but not limited to the Purchasing Director and Compliance Officer.

"Post-Award Compliance Efforts" require the Contractor to not only provide monthly reports regarding activity and expenditures to S/MBE, but also to maintain related records throughout the life of the project regarding its efforts to comply with the Small and Minority Business Participation Program. The "Monthly Compliance Status Report" must be submitted to the Purchasing Department until the project ends, by the fifth (5th) day, reflecting the activity of the previous month.

After the County receives a monthly status report marked as "final", the Contractor will be issued an affidavit to certify totals regarding S/MBE usage throughout the life of the project.

All questions regarding "Post-Award Compliance Efforts" should be directed to the Purchasing Department vie e-mail at compliance@bcgov.net or (843) 255-2354.

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EXHIBIT 4

MONTHLY COMPLIANCE STATUS REPORT

Small and Minority Business Participation

Completed reports must be submitted as follows:
Beaufort County Purchasing Department • Attention: Compliance Officer
P.O. Drawer 1228 • Beaufort, SC 29901-1228
E-Mail: compliance@bcgov.net • FAX 843.255.9437

Prime Contractor Name:	ABC General Contracting
Project Name:	Building 3 Renovations
Type of Report:	
Report Number:	☒ Monthly ☐ Final
For the Period Of:	1 June 1 – 30, 2010

Until the project ends, the Prime Contractor shall submit monthly reports to the Purchasing Department by the 5th day, reflecting activity of the previous month.

Original Prime Contract Amount: $110,710.76
Change Orders to Date: $0.00
Current Prime Contract Amount: $110,710.76

Name of S/MBE	Firm Type	Quote Amount	Date of Contract/PO	Dollar Amount of Actual Contract/PO	Dollar Amount Paid This Month	Check Number	Dollar Amount Paid to Date
Beesons Bricklayers	MBE	$10,040.82	May 1, 2010	$10,040.82	$1,500.00	0001122	$1,500.00
Dot's Doors	SBE	$2,507.22	May 15, 2010	$2,507.22	$850.00	0001123	$850.00
Little Landscaping	MBE	$5,411.00	May 15, 2010	$5,411.00	$2,100.00	0001124	$2,100.00

SBE Expenditure to Date: $850.00
MBE Expenditure to Date: $3,600.00
S/MBE Total Expenditure to Date: $4,450.00

I certify that contracts/purchase orders have been executed with the above firms, amounts listed are accurate, and payments were made in accordance with contractual obligations. Cancelled checks to S/MBEs working on this project and/or supporting documentation for the information presented in this report will be made available to Beaufort County officials upon written request.

Name: **John Doe** Title: **Project Manager**
Signature: *John Doe* Date:

Enclosure B Sample Contract

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STATE OF SOUTH CAROLINA CONTRACT FOR _____ SERVICES
FOR BEAUFORT COUNTY
COUNTY OF BEAUFORT

(SAMPLE CONTRACT)

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 2012, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and _____ (hereinafter referred to as "Contractor"). This Agreement shall consist, by reference of all the terms, conditions, scope of work, specifications and provisions contained in RFP or IFB # _____ dated _____ (advertised in The Island Packet/Beaufort Gazette on _____), all Addendums and Contractor's Proposal or Bid dated _____.

WITNESSETH:

WHEREAS, the Contractor and the County desire to enter into an agreement relating to _____ Services for Beaufort County, subject to the terms, specifications, conditions and provisions of the request for proposal as heretofore mentioned.

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.

B. Any litigation arising out of this Agreement shall be held only in a circuit court of Beaufort County, Beaufort, South Carolina in the Fourteenth Judicial Circuit.

C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.

D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire agreement between the Contractor and County. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.

E. It is understood that this Agreement shall be considered exclusive between the parties.

F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of this Agreement.

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1
DESCRIPTION

The Contractor does hereby offer to the County services for the purpose of providing _____ as contained and described in RFP or IFB # _____ (including all Addendums).

ARTICLE 2
LIABILITY

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

ARTICLE 3
INDEMNIFICATION AND HOLD HARMLESS

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees.

ARTICLE 4
ASSIGNMENT

Contractor shall not assign any rights or duties of the professional services agreement without the expressed written consent of the County. Any assignment or subletting without the written consent of County shall be void and this Agreement shall terminate at the option of the County.

ARTICLE 5
TERM

The term of this Agreement shall be for a period of one (1) year starting on _____ and ending on _____.

ARTICLE 6
COMPENSATION

To be filled in with specific dollar amounts.

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ARTICLE 7
INSURANCE

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained workmen's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's RFP or IFB # _____.

ARTICLE 8
DEFAULT

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

ARTICLE 9
TERMINATION

Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. Upon such termination, the County shall pay the Contractor for all services performed hereunder up through the date of such termination.

ARTICLE 10
RESPONSIBILITY

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

ARTICLE 11
FORCE MAJEURE

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather. Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

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ARTICLE 12
SEVERABILITY

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

ARTICLE 13
INDEPENDENT CONTRACTOR

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

ARTICLE 14
NOTICE

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U.S. mail with proper postage affixed thereto and addressed as follows:

County: Beaufort County Administrator
P. O. Drawer 1228
Beaufort, SC 29901-1228

Beaufort County
Attn: Beaufort County Purchasing Director
P. O. Drawer 1228
Beaufort, SC 29901-1228

Contractor: To be filled in with specific information

ARTICLE 15
TOTAL AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be

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binding upon any of the parties, except as expressly stated herein.

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

_____

_____

BEAUFORT COUNTY, a political sub-division of the State of South Carolina

By: _____
Name: Gary Kubic
Title: County Administrator
Address: P.O. Drawer 1228
Beaufort, SC 29901-1228
Phone: (843) 255-2026
Fax: (843) 255-9403
Date: _____

WITNESSES:

_____

_____

CONTRACTOR NAME

By: _____
Name:
Title:
Address:

Phone:
Fax:
Tax ID Number: _____
Date: _____

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-07-01825
STEPHEN CRAIG MOLLOY and ISLAND GROUP INC., d/b/a CAROLINA CLEANING; Plaintiffs, vs. BEAUFORT COUNTY; GARY KUBIC, Individually and as Beaufort County Administrator; JOSH GRUBER, Individually and as former Beaufort County In-House Attorney; BRYAN HILL, Individually and as former Beaufort County Deputy Administrator; SHANNON LOPER, Individually and as Employee of the Beaufort County Parks and Leisure; STU RODMAN, as Finance Chair of the Beaufort County Council; and DAVE THOMAS, Procurement Director for Beaufort County, South Carolina, Defendants.	)	**AFFIDAVIT OF ALICIA HOLLAND IN OPPOSITION TO PLAINTIFFS' MOTION FOR TEMPORARY INJUNCTION AND TEMPORARY RESTRAINING ORDER**

1. I am an adult individual and resident of Beaufort County, South Carolina.

2. I have personal knowledge of the facts set forth herein.

3. I am presently the Assistant County Administrator/Finance for Beaufort County, South Carolina.

4. In April of 2013, Beaufort County conducted a survey of 100 employees to determine their opinions regarding the quality of janitorial services provided for their respective departments.

5. Attached hereto as Exhibit A is a true and correct copy of a document summarizing the results and input provided through that survey.

6. At the time of this survey, Island Group Inc., d/b/a Carolina Cleaning did not clean every Beaufort County facility. I have highlighted all of the comments that I know refer to facilities that Island Group Inc., d/b/a Carolina Cleaning cleaned at the time of the survey.

FURTHER THE AFFIANT SAYETH NOT!

Alicia Holland

Sworn to and Subscribed to before
me this 7th day of April, 2017.

Notary Public for South Carolina
My Commission Expires:

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1. The janitorial service needs come in an hour early to clean before the opening of business operation hour.
2. The buildings need to be cleaned in the P.M. after the building is vacant, not while people are present.
3. SHARED public/staff restrooms are rarely cleaned well enough (i.e.: floors w/ urine stains, urinals w/ gum & trash for days, countertops dirty for days on end, towel dispenser empty @ the start of a workday, etc.. Stains on carpet have rarely been addressed!
4. I find the public areas meet the standards most of the time but the office space leaves much to be desired. There have also been several instances of our office door(s) being left unlocked.
5. A young lady named, Shannon, was an extraordinary employee with the cleaning company. Since her replacement, cleanliness standards have gone downhill. Many times, the ladies' room is out of supplies: soap, toilet tissue, and paper towels. Urine and sometimes feces are on the toilet seats. Most recently, feces has been on the floor! As far as cleanliness within offices, there is often the question of whether or not vacuuming has taken place. Dusting is apparently non-existent. And on the rare occasion, we will come in and find a garbage can that has not been emptied.
6. Good job!
7. The floors in the ladies room are filthy and a lot of the time the toilet seat covers are out for more than one day.
8. The new paper towel dispenser is awful. The paper doesn't want to come out or it comes out in pieces.
9. Nothing exceptional; grade would be average to below average. There are many times when trash is changed, but trash around garbage can is not removed, to include small items that may have be dropped after trash can was moved.
10. Dust hangs from vents; floor not scrubbed in kitchen staff rooms; blinds never dusted; paper products--staff has to retrieve during the day.
11. Have not emptied sanitary trash can in ladies bathroom for over a week.
12. Office floors not vacuumed everyday restrooms not always clean and fresh throughout the day, and paper products are not always replenished throughout the day.
13. Hilton Head Airport restrooms way below health standards.
14. In a large building there should be more than just 1 person doing the job.
15. Office trash cans are not dumped every day. Insufficient amount of tissue in the restrooms. Tissue on the floor regularly.
16. I would prefer that new trash bags are not placed on my desktop. Put liner in trash can.
17. There have been a couple of occasions where I was just leaving the shop when the cleaning people would show up and leave in less than 10 min.
18. The men's room floors on both decks need to be buffed. They are often dirty looking and sticky.
19. This survey was sent to an E.M.S. employee. We do our own cleaning and restocking.

N/A

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20. The old carpet in the Assessor's Office is very dirty.
21. Very little vacuuming and dusting. Bathrooms are also a mess.
22. Re.: #6 above ... on occasion the paper towels are empty during the day. Perhaps an extra roll could be placed on the counter.
23. The janitorial personnel do a good job cleaning with the exception of spot cleaning carpets, and washing the lobby walls. When the regular custodian if off, there is no replacement for her.
24. Carpets need to be shampooed more often.
25. I am satisfied.
26. Our cleaning is being done by DSN and we are pleased with the service. You can call anytime of the day and get them to do what needs to be done.
27. Would like to see the floors swept more around the desk areas please.
28. Carpets should be spot cleaned for stains.
29. Excellent work.
30. In the PALS department there is quite a divide in the cleanliness of one center compared to another; for example Buckwalter is always spotless, whereas Burton Wells is not. We also have two different cleaning companies that clean our facilities, so it is very difficult to give a general rating.
31. Lady's Island Airport urinal has strong odor of old urine, and has for years. Gym restroom does not appear to be cleaned thoroughly, or frequently.
32. It was hard for me to answer most of these questions because I have not seen these jobs performed. Yes, ladies bathroom is clean but as far as using disinfectant, sanitizers. I have no idea if this is done or not, I have never seen it done. Perhaps, this is all done after working hours.
33. Rusty water comes from the men's bathroom faucets, 2nd floor of Sheriff's Office. Bathrooms should be disinfected at least twice a day, especially in high traffic areas, and buildings. Lady's island Airport facilities are unsanitary. Same with County Gym on Depot Rd.
34. I'm the branch manager at the Lobeco Library and we were just discussing this morning how poorly our bathrooms are cleaned. Unfortunately, they don't have fans in them, and so the smells really tend to linger and make the poor cleaning even more evident. In addition, although I know we have several computers that the cleaning crew might be hesitant to go near, dusting seems to be almost non-existent! Vacuuming is hit or miss and it has been FOREVER since floors were steam cleaned or waxed.
35. New Paper towel dispensers are always empty and hard to pull. Go back to regular paper towels.
36. Floors are not vacuumed at all that I can see. A roach on the floor will still be there a week from today. Light switches and walls are filthy. Furniture is never moved to clean around it. Bathrooms are constantly running out of soap. When soap drips from soap dispenser it accumulates on floor for weeks. Very unsatisfactory services.

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37. If this survey is to evaluate certain cleaning providers ours is cleaned by DSN. It was previously cleaned by Coastal Carolina and they would have received below standards on all items.
38. Door facings & door surfaces are not cleaned, windows are dirty & cobwebs are visible to the public.
39. Toilette dispensers often empty and are difficult to extract paper towels; obvious a very cheaply made unit. Countertops are not cleaned in men's room.
40. The metal dispensers in the women's toilet stalls have a dusty film on them indicating they were not cleaned each night. Even the safety bars in the handicapped stalls have the same dusty film. There is no way to tell if the bathroom floors are mopped with disinfectant cleaner, but there is no disinfectant smell to indicate such occurrence. Certainly, having 2 instead of 2 soap dispenser for 3 sinks in the women's bathroom would be more logical so that the hand soap would not run out as often. Kudos for having two hand towel dispensers in the women's restroom in the Admin Building. Also suggesting having a baby changing surface in both women's and men's bathrooms, especially for public convenience.
41. Tiled floor in Digital Evidence (evidence building) is not sweep, vacuumed or mopped unless requested. This does not include when this space is unavailable due to lunch or I am out working.
42. Library facilities require detailed attention due to public exposure.
43. Dusting in general possibly disinfecting/cleaning computers.
44. Make sure someone check the ladies restroom containers where the feminine products are disposed in.
45. Karen and Garvin, supervisors, are very responsive to my requests. Karen is here every day to do what the regular cleaners miss at night. Our regular night cleaners do not spend the necessary time in this building. I am constantly replacing towels and toilet paper while trying to do my own job. I refuse to put bin liners in the trash cans! Enough is enough.
46. Table surfaces really need to be wiped down regularly in the Bluffton library. Tables should not be covered in crud and dust for days. Trash particles should be picked up throughout the public library space. Shelves should be dusted periodically. There are clumps of dust on every surface.
47. The bathrooms in the Human Services Building are used by both county staff and the public. Most of the times these restrooms are NASTY. There are stains on the counter top; the sinks need a good scrubbing with real cleanser, the wall where the paper towels and hand blower are located is filthy. I have brought this to the attention of the cleaning staff and it remains the same. The air freshener canister needs to be replaced. The conditions of these restrooms are a poor reflection on Beaufort County.
48. Dust collects around the air vents. It's disgraceful that the cleaning staff doesn't clean our kitchens. No one else will, and who can blame them? That's not what we were hired to

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do! We are already overworked and underpaid!!! The carpets in the library (Beaufort Branch) are an embarrassment. And some of the furniture is coming apart.

49. Dusts collects. NEVER clean floors in my office, don't know about others.

50. The cleaning company has repeatedly left our office unlocked. The keys to our office and every other office in the administration building were being left in an unlocked closet to which anyone had access. The stall walls in the 1st floor admin building ladies room are filthy. The paper towels and the dispensers are cheap and insufficient. The dispensers do not work and because the paper towels themselves are so flimsy you end up shredding the towels trying to get them out, littering the floor with paper towel bits. For a bathroom with five stalls and three sinks there is only one soap dispenser, and it isn't even centered for easy access. When I asked the cleaning staff if a second soap dispenser would be added (in the past there were two) they said no, there is still only one dispenser. The blinds and ledges in our offices are never dusted. Internally, we keep cleaning supplies and dust, Windex, and disinfect our own office surfaces and windows. If it saved the county money, we are willing to continue to do this if it means the county can negotiate a cheaper contract.

51. Bathrooms never appear to have a sanitized disinfectant smell. Paper towels are extremely cheap and do not dispense easily. The soap in the dispensers does not provide adequate lasting foam to clean hands and is very drying to the skin.

52. Arthur Home Building - I don't know if the building is cleaned at night or during the day but sometimes I see roach bodies on the hallway floor.

53. If the Department of Health inspected the 2nd floor Human Resourses building ladies room they would shut it down – beyond filth!

54. In the last three years the restrooms have been disgusting. They ran out of soap, hand towels, seat cover regularly and at times toilet paper. This year has been the worst ever and I believe it has cause a lot of breeding of viruses and illness for the employees and the public. The bathroom needs to be power washed with bleach. The vacuuming is nonexistent and if they pull it out the vacuum it has no suction. I have personally through the years watched them swipe the carpet with a few gestures and even a small piece of paper or lint wouldn't go up the hose. I begged our department head to get us a vacuum so we could clean under our desk and surrounding areas where the public comes in.

55. The stairs are never cleaned, front or back.

56. New paper towel dispensers are awkward with paper ripping when hands are wet and often times without paper.

57. The women's public restroom located on the first floor of the Administration Building requires more attention throughout each day, e.g. toilet liners replaced, toilet seats checked for cleanliness, sink counter wiped, and floor checked for litter. It may be helpful to also place laminated signs on the back of each bathroom stall door to remind individuals to check behind themselves, e.g. "Please be courteous of those using the facility after you." The County Administrator's hallway and corresponding offices are

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never vacuumed. The conference room on the 2nd floor of the Administration Building (room 280) appears never cleaned (table, floor, windows).

58. Cleaning crew understaffed. Each is expected to perform the work of two people but paid for one.

59. I feel as if the janitorial personnel do as little as possible. No chairs, trash cans, etc are ever moved to thoroughly vacuum. Even though our restroom facility is not heavily trafficked, we still constantly run out of toilet paper. I personally have seen a dead bug remain on the floor (in an open area) for weeks, before cleaning it up myself. I am very dissatisfied with the cleanliness of the office and restroom areas.

60. The same complaints are reported constantly and no improvements are made. The tile areas are exceptionally filthy.

61. There is quite a bit of inconsistency in cleaning. Wiping shelving and window jams, vacuuming, cleaning stairways and hallways are not being done at an acceptable level. If they are responsible for policing up the smoking areas, they are not doing a good job of policing those areas.

62. Marks on walls in jury room/kitchen; need to sweep against walls/corners under desks and other furnishings.

63. Sometimes the kitchen trash cans are left without a trash bag after they have been emptied. Is it possible to have paper towel holders installed in the kitchens? We used to bring in stacks of paper towels from the bathrooms to dry our hands in the kitchen, but now we have rolls of paper in the bathrooms and can no longer bring a stack into the kitchens. Also, and this is a minor complaint, but it's bothered a few of us for years -- the smell of the cleaner is awful! It smells like baby powder. (Not my idea of a clean, sanitized facility. Is a lemon or bleach-smell available?) Thank you.

64. In the Author Horne building I have noticed the offices are NOT vacuumed for sometimes weeks. We have had to leave a note at times for it to be done. We have a severe bug problem in this building. People often eat at their desk so the carpets should be vacuumed AT LEAST once a week.

65. Trash cans are always emptied, but it appears that little else is done with any regularity.

66. This service is not offered to my office.

67. Our bathrooms are NOT supplied well and the floors are NOT swept daily. I have personally seen sand in the stalls more than 2 days. I don't think they have ever been mopped. I never smell cleaners or disinfectants in the bathrooms. Doors and glass windows are not cleaned daily. Floors are not swept in the hallways daily. I would have to give the cleaning crew an overall very low score.

68. In their defense, the Janitorial Service does not have security code to this office so is limited to when they can access it.

69. I can honestly say that the cleaning staff assigned to the second floor of the LEC is exceptional. In fact if you do not move you will be swept, cleaned, polished or thrown away!

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LEC 70. I would like to say that Falicia Martin is an extraordinary employee. She goes above and beyond to get what needs to be done. She is very serious about her position and she should be rightly so this position is very beneficial and important as any other position within the County.

CC 71. I see no evidence of glass ever being wiped or anything dusted. ?? I do wonder how often they vacuum and if they vacuum within the cubicles or just in the traffic areas.

LEC 72. Betsy does a superb job at the BCSO Investigations office at 1925 Duke St, and she is very personable.

? 73. The upstairs men's bathrooms paper hand towels are empty way too often.

LEC 74. Employees (Betsy & Felicia) are doing a great job here @ 2001 Duke Street. Pleasant ladies.

? 75. Toilets are dark yellow because we are told they can't use cleaner or bleach to clean.

CC 76. Our office has the most public foot traffic, yet is vacuumed maybe once a week. Our counter is NEVER cleaned. Our carpet has numerous spots. I use to email Vanessa often to let her know, I stopped doing that, it was a waste of my time. She sent the cleaning company to have us show them the stains....restrooms run out of soap/towels daily. Dead bug on carpet, ONE MONTH. surprised the county has kept this company so long.

CC 77. The trash cans are emptied on a fairly regular basis. I don't think they vacuum the floor anymore, it doesn't appear to be and I know they don't dust anything off. I don't know if they have been told not to do any of this but I know it's not done.

CC 78. The only thing that I believe our cleaning company does is take out the trash. I've seen them clean bathroom sinks with just a wet paper towel. No cleaner, nothing. Our bathrooms never smell like cleaner has been used. Our floors throughout the building are always dirty and they will only vacuum when we leave a note to do so and even then it is done haphazardly. The same sand/dirt/leaves will remain on the floors for weeks at a time. Our office loathes going to the bathroom because it seems so unsanitary. I've never seen that our bathroom floors have been mopped. Unfortunately, this is very serious because our bathrooms often have urine, feces, throw up, etc on the toilets and floors. I can't believe we pay for services like this.

CC 79. They are disgusting, nothing is ever cleaned. You walk into the bathroom or our offices and just feel nasty. Can't believe we pay for these services.

? 80. Our janitorial service is great to include pleasant, respectful and very helpful.

CC 81. For the past several months we have not had hot water. I feel this is a terrible, unsanitary condition that is unacceptable in a public environment. I came here from NJ and I know that the Board of Health would have been called and the building would have been given a fine. It looks terrible for Beaufort County to have the public coming into the courthouse and not have hot water to wash their hands. It's not making Beaufort County look very good and I'm surprised that they are allowing this happen.

CC 82. They should stop vacuuming the bathroom floors with the same vacuum used throughout the building.

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83. The outside trash cans are not emptied until they are overflowing. Who is responsible for emptying cigarette butt receptacles?

84. Although employees are friendly, I think their work barely meets minimum expectations.

85. My comments are applicable to the last 6 months. The non-functionality of the hand towel dispensers leave a paper mess almost all day long, even though services are striving to keep up with the mess. I would be keen to know if all door & fixture knobs are regularly sprayed with a disinfectant to minimize spread of illnesses.

86. During construction the cleaning crew has been very helpful.

87. It would be nice to have hot water. We have not had hot water for several months now and I don't see how it can be very sanitary to wash dishes and hands in cold water. Some of us heat up water in the microwave to wash our hands and dishes. This is getting to be very tiresome and annoying.

88. Janitorial service in this building is below standards.

89. Animal Shelter has no janitorial services.

90. All I see are trashcans being emptied and carpets being vacuumed. Love the crew but maybe more hands are needed to handle certain areas, it's a lot for one day person and one night person.

91. Carolina Cleaning provides our janitorial services and in my opinion they are below par. It has been very common for us to run out of paper in the women's room. This has happened several times. Carpets are not vacuumed on schedule and bathroom vinyl is rarely mopped. I am very dissatisfied with the quality of their service and they should be replaced.

92. We get cleaned 3 days a week occasionally no trash can liners-trash is picked up; occasionally no toilet paper.

93. Cleaning staff is understaffed. The rest rooms are always dirty.

94. Rest room towels should have been left the way they were before, less chance of running out of paper so often.

95. Office doors are sometimes/frequently left unlocked.

96. There has been no hot water in the Courthouse for at least 2 months. This is unsanitary. Staff cannot prevent the spread of germs.

97. Please can you do a better job with cleaning the toilet seats?

98. The staff we have at the LEC are always friendly and helpful.

99. They do not dust in areas that need dusted or vacuumed unless they are specifically told. Some things need to be done or a regular basis.

100. The same complaints are reported constantly and no improvements are made. The tile areas are exceptionally filthy.

ELECTRONICALLY FILED - 2017 Apr 10 10:12 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

State of South Carolina	**In the Court of Common Pleas**
County of Beaufort	**14th Judicial Circuit**
	CIVIL CASE NO.: 2016-CP-07-1825
Steven Craig Molloy and Island Group, Inc. dba Carolina Cleaning,	
Plaintiffs,	**SUPPLEMENTAL AFFIDAVIT OF CRAIG MOLLOY**
Vs.	
Beaufort County; Gary Kubic, Individually, and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; AND Shannon Loper, Individually, and As employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council; Dave Thomas, Procurement Director Beaufort County, SC.	
Defendants.	

NOW COMES THE PLAINTIFF being Duly Sworn and Deposed and states the following:

ELECTRONICALLY FILED - 2017 Apr 10 10:12 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

I am Steven Craig Molloy and I am the Plaintiff in this matter. I have been and continued to be irreparably harmed by Beaufort County - The Named Defendants used my confidential and personal business bidding information by giving it to an entity they created for the sole purpose of winning a bid that put BC DSN and Pals in business against private companies bidding on public RFP's. The DSN/Pals programs were supposedly developed for disabled persons to learn work skills, however evidence shows BC's intentions were not for the development of skills for the people involved, but rather for BC's profit. Most of BC actions in this effort center around their reimbursement from Medicaid. This program placed BC in a position to receive (3 and 4 to1) reimbursements from the State and Federal Government under Medicaid, based on the costs to operate this program. I discovered much of this after receiving and piecing together FOIA. These show BC actions and intent via (much of in their own words) inter-office BC emails.

Upon researching these programs it was apparent that BC violated law in setting up and developing these programs. Once they set up the programs BC began removing contracted work from a contract they had already previously awarded to my company in 2010. I had had a working contract with BC for more than 17 years prior.

Once I questioned the DSN program and its viability, BC employees and executives began retaliating against me and my business in various ways. This has caused irreparable damages and great financial loss to both my company and me and my family.
This program needs to be audited by an outside party and evaluated to see if it should be operated by an impartial entity other than Beaufort County. There simply is too much at stake for the taxpayers of Beaufort County and the State of SC to have such an important program left without proper checks and balances especially when it is apparent that there are violations and inconsistencies at several levels of this DSN/Pals program.

I am supplementing my original affidavit after I have reviewed the following documents:

The sworn affidavits of Dave Thomas, Brian Baird, Shannon Loper and Bill Love. After looking at these Sworn affidavits I find material misrepresentations and what appears to be willful inconsistencies. I am incurring irreparable injury while the County is trying to cover up this scheme.

Response to Affadivits of Dave Thomas, Brian Baird, Shannon Loper, Bill Love

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Response to Dave Thomas BC Procurement Director:

I submitted a sealed bid. According to the procurement laws of BC and SC, information within a sealed bid is not to be shared with other bidders. Example, the DSN/PALS bid was submitted two months after the bid closing date. At least one page of my confidential information was submitted within DSN/PALS bid.

FOIA on the information within a bid is not available during bidding process until the bid is awarded. Therefore specific information within a contract bid would not be available to obtain via FOIA.

The bidding of RFP 3910-100566 WAS NOT in compliance with SC Consolidated Procurement Code, BC Procurement Code, and all governing laws. See Division 4 of the Procurement laws provided where no less than 25 procurement violations by BC took place.

I know of no other contractor who had his contract cut by 10%. In CC's recently awarded 2010 RFP we saved BC more than $200,000 per year or an expected $1,000,000 over the life of the new contract.

I believe in the value of training the DSN consumers and personnel wholeheartedly. However I categorically with absolute confidence deny that there would be any financial or tax benefits to the taxpayers of BC in providing these programs. They are more expensive to operate.
The bid process alone is expensive. Including the many meetings needed to discuss including the waste of County Council's time to meet, discuss, and vote on.
This is a complete waste of taxpayer's money.
There is no savings or safeguard to the taxpayers of BC or SC. This is common business sense and I have discussed with outside consultants this topic and it could never be less costly or a benefit to Taxpayers.
See #11 regarding Division 4.
DSN was given an advantage over all other bidders. See the DSN bid which was submitted late, utilized information from other bidders, and DSN did not submit pricing on the same specifications. These are all advantages to DSN.
See exhibit – DSN/Pals bid turned in late 4/12/13 and the third page where Mitzy Wagner Used these pages to dictate to Dave Thomas to "remove" or "omit" items which they could not Perform on this RFP. This is a material part of the bid rigging scheme to award this to DSN.
CC did protest this directly during meetings with Dave Thomas, Gary Kubic, Mark Roseneau, Alicia Holland, and was in continued discussion on BC's request to provide options to eleviate the hardships placed on him by the steady removals of facilities disrupting their contract.
Mr. Thomas requested via phone that I cancel all other buildings' bids and only submit pricing for the Sherriff's DNA lab. That is why on my revised bid I only submitted pricing for the DNA lab on my revised bid. It was per Dave Thomas' direct request that I only price the DNA Lab building only.
I was told by the Sherriff's Office Personnel and facilities director, Mark Roseneau, that DSN would not be allowed or qualified to perform the work in the Sherriff's Lab. (There is too much

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sensitive information in this type facility) this is why CC maintained cleaning the SWAT office and Sherriff's Office.

Response to Liutenant Brian Baird affidavit:

This is a material lie. I made a report directly to Lt. Brian Baird about an assault on my nine year old son by Mr. Bryan Hill. Lt. Baird took notes and listened to the audio that I played for him describing the assault. He then suggested I play the audio for Mr. Gary Kubic and suggested I have him join us in the office. Upon hearing the audio again, we discussed the seriousness and I added facts that included a witness to the incident and the witness's statements that seemed to further confirm "something happened"
I will play this audio for the Judge if he / she so wishes.

Mr. Kubic explained how they conduct " outside" investigations concerning incident such as this And also mentioned he would perform an "internal" investigation also.

Mr. Kubic promised to have this outside person or firm contact me, and that he would let me know what was found regarding the internal Investigation as well.
I expected to hear something from an "outside" investigator in the day to come but received no phone calls about this from anyone including Baird or Kubic ever again.

A few days later I asked Lt. Baird (when I ran into him at the Sherriff's Office) about this and what he knew about the "outside" investigation being performed and said he knew nothing about it and wasn't involved since an outside investigation was happening.
I never heard from either one of them again about this assault.

Paragraph 9 This is a material lie. I did not refuse to provide witnesses. Lt. Baird took notes as some names were provided by my son on the audio. I told Lt. Baird of only one witness at the time I had spoken to about this, whose son witnessed directly the incident and told the same story my son told me.

Paragraph 10. This is a material lie. I did not ever refuse to cooperate. It is also a material lie as Lt. Baird told me a few days after my report that he was not involved in investigating via a face to face conversation at the Sheriff's Office.

See exhibit: email from Josh Gruber and the name of the witness on the note line.
Also see exhibits emails showing Shannon Loper showed up at Witness' father's place of business just 4 days after I made this report. Shannon Loper has never been seen there before and has not been seen near his Wild Horse Rd. restaurant since.

Paragraph 11. This is a material lie. I didn't repeatedly refuse to file a formal complaint. I have only spoken to Lt. Baird three times – when I made this report, and four days later when I saw him at the Sheriff's Office, and on the phone. No time did he ask me to file an official report.

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As a layman, it was my understanding that reporting this incident to Lt. Baird at Gary Kubic's office was in fact a report. It was my understanding in the meeting with Lt. Baird and Gary Kubic that an internal and outside investigation would take place and then I would be informed of their findings. I was never informed after repeated attempts to learn of the investigation's findings.

Paragraph 13. It is a material lie when LT. Baird states that I would wait to see what happens with my contract before I decided about making an assault complaint. I never correlated the two, furthermore I had been a contractor for BC for more than 15 years and am well aware that the Sheriff's Office does not determine contract issues.

Response to Pals Employee / Fiscal Tech Shannon Loper affidavit:

Paragraph 9. See Exhibit 12/12/12 letter from Dave Thomas to Plaintiff Change Order to Remove Bluffton Gym from contract.

Paragraphs 10 -14. These are material untruths. The awarded contracts to Plaintiff's company, CC, dating back more than 15 years show that we provided consistent, solid, and satisfactory services including the many changes that exist during different athletic seasons.
I never once received a complaint for non-performance at any BC sports facilities.

Paragraph 15. This is a material lie. Please see Exhibit Plaintiff's awarded 2010 bid which saved the BC taxpayers $200,000 per year or $1,000,000 over the five year term.

Response to DSN Director Bill Love affidavit:

Paragraph 15. This appears to be a material lie. Federal documents and requirements seem to have been falsified in order to 'properly' set up the DSN program for BC. See Exhibits and Affidavits of specific business' who are listed, but never participated.

Paragraph 16. This is a material untruth. A program such as this DSN/Pals work program requires additional costs associated with special transportation and supervision. These additional costs alone make this kind of program more costly to the taxpayers of the state and BC.

Paragraph 17. This is a material lie. See Exhibits from DSN Board Meeting Minutes stating the financial gains and reimbursements from Medicare monies being described as "winning the lottery". The DSN/Pals program centered around money reimbursements from Medicaid.

Paragraph 19. This is a material untruth. See same Exhibits and Affidavits from #15.

Paragraph 20. This is a material lie. See the same Exhibits and Affidavits from #15 & 19. In fact, these show federal documents have been falsified by DSN/Pals.

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Paragraph 23. Per FOIA obtained by Plaintiff shows that DSN/Pals program operators failed to provide sufficient audit examples.

Paragraph 25. This is a material lie. Sufficient audits were not provided under FOIA

Paragtaph 27. Carolina Cleaning only cleaned the new DSN building for a few months after they opened.
DSN had another arrangement for cleaning at their old location in Port Royal.

Paragrtaph 29. Carolina Cleaning did not clean the new DSN facility long enough to have any real difficulties aor complaints – in fact I mentioned to them during our short time cleaning the new facility that they needed to handle "cleaning / care of " their new mondo flooring very specifically and carefully or it would be ruined.

Paragraphs 29, 30, 31. This is a material lie Carolina Cleaning did not clean this facility long enough to ever get any systems down to provide service adequately. I provided best practices as I advised how to best set this building up for cleaning in the short time we serviced this location. I never once received a complaint about our cleaning of this facility.

Paragraph 33. This is a material lie – Bill Love listed Merry maids as a participant in their evaluation
of their DSN program.

Attached are documents as well as submissions to the accompanying lawsuit show BC employees and executives confirm this in their own statements from their own documents, including emails and meeting minutes from Council meetings. I have been caused irreparable injury—those special needs participants have or will incur irreparable damage and or injury and the Taxpayers are incurring irreparable damage--- This program should be stopped until it can be fully investigated for the safety and well being and Public Safety and well being and accounting by an independent auditor. I believe the Court should appoint and auditor to report directly to the Court and allow more documents to be reviewed including bank documents and Medicaid documents.

Steven Craig Molloy

This 10th Day of April 2017

SWORN TO BEFORE ME:

ELECTRONICALLY FILED - 2017 Apr 10 10:12 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

Exhibits:

- Division 4 Document
- DSN bid that was submitted late
- Josh Gruber, Shannon Loper emails
- Exhibit 12/12/12 letter from Dave Thomas to Plaintiff
- Plaintiff's awarded 2010 bid saving BC / taxpayers money
- Affidavits from Business owners whose businesses were listed as participants, but never did participate
- DSN Board Meeting Minutes
- DSN email from Mitzy Wagner to C Molloy regarding 3 times reimbursement To DSN

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016 **CP-** 07-01825

Steven Craig Molloy, et al

PLAINTIFF(S)

Beaufort County, et al

DEFENDANT(S)

Submitted by: Paige Chamberlain Ornduff	**Attorney for :** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: Plaintiff's Motion for Temporary Injunction and Temporary Restraining Order is respectfully denied.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge | **Judge Code** | **Date**

320

ELECTRONICALLY FILED - 2017 Apr 17 1:58 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

ELECTRONICALLY FILED - 2017 Apr 17 1:58 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

321

ELECTRONICALLY FILED - 2017 Apr 17 1:58 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

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FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE

(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.

2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

   The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).

4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.

5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.

6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.

7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.

8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.

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ELECTRONICALLY FILED - 2017 Apr 17 1:58 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.

10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.

11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.

12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.

13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.

14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.

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ELECTRONICALLY FILED - 2017 Apr 17 1:58 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

Beaufort Common Pleas

Case Caption: Steven Craig Molloy , plaintiff, et al VS Beaufort County , defendant, et al

Case Number: 2016CP0701825

Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Beaufort
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2015 CP-07-00941

Steven Craig Molloy, et al.
PLAINTIFF(S)

Beaufort County, et al
DEFENDANT(S)

Submitted by: Crystal H. Swinford	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Plaintiff's Motion for Reconsideration of this Court's Order, dated April 17, 2017, denying Plaintiff's Motion for a Temporary Injunction and Temporary Restraining Order is respectfully denied without rehearing.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

2142
Judge Code

Date

325

ELECTRONICALLY FILED - 2017 May 02 4:51 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ELECTRONICALLY FILED - 2017 May 02 4:51 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

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ELECTRONICALLY FILED - 2017 May 02 4:51 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

Beaufort Common Pleas

Case Caption: Steven Craig Molloy , plaintiff, et al VS Beaufort County , defendant, et al

Case Number: 2016CP0701825

Type: Order/Form 4

So Ordered

s/Carmen T Mullen 2142

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ELECTRONICALLY FILED - 2017 Jul 21 1:49 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-07-01825
STEPHEN CRAIG MOLLOY and ISLAND GROUP INC., d/b/a CAROLINA CLEANING; Plaintiffs, vs. BEAUFORT COUNTY; GARY KUBIC, Individually and as Beaufort County Administrator; JOSH GRUBER, Individually and as former Beaufort County In-House Attorney; BRYAN HILL, Individually and as former Beaufort County Deputy Administrator; SHANNON LOPER, Individually and as Employee of the Beaufort County Parks and Leisure; STU RODMAN, as Finance Chair of the Beaufort County Council; and DAVE THOMAS, Procurement Director for Beaufort County, South Carolina, Defendants.	)	**DEFENDANTS' NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**

TO: LAUREN MARTEL, ESQ., ATTORNEYS FOR PLAINTIFFS

YOU WILL PLEASE TAKE NOTICE that the undersigned attorneys for Defendants Beaufort County ("the County"); Gary Kubic, Individually and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; Shannon Loper, Individually and as an employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council; Dave Thomas, Procurement Director for Beaufort County (hereinafter collectively "Defendants") hereby move this Court for an Order granting Defendants summary judgment and entering judgment against Plaintiffs pursuant to Rule 56 of

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the South Carolina Rules of Civil Procedure because there are no genuine issues of material fact supporting Plaintiffs' claims.

Defendants support this Motion for Summary Judgment with the pleadings filed in this matter, as well as the following affidavits that Defendants previously filed with the Court in opposition to Plaintiffs' Motion for Temporary Injunction and Temporary Restraining Order ("Motion for Temporary Injunction), which are incorporated herein by reference as if set forth at length:

- Affidavit of Lieutenant Brian Baird in Opposition to Plaintiffs' Motion for Temporary Injunction and Temporary Restraining Order ("Baird Aff.");
- Affidavit of Shannon Loper in Opposition to Plaintiffs' Motion for Temporary Injunction and Temporary Restraining Order ("Loper Aff.");
- Affidavit of William Love in Opposition to Plaintiffs' Motion for Temporary Injunction and Temporary Restraining Order ("Love Aff."); and
- Affidavit of Dave Thomas in Opposition to Plaintiffs' Motion for Temporary Injunction and Temporary Restraining Order ("Thomas Aff.").
- Affidavit of Alicia Holland in Opposition to Plaintiffs' Motion for Temporary Injunction and Temporary Restraining Order ("Holland Aff.").

The grounds for the instant Motion for Summary Judgment are as follows:

INTRODUCTION

In this lawsuit, Plaintiffs primarily assert grievances relating to a janitorial contract that has not been effect for almost three years and as to which they have not filed a timely protest.

A. Factual Background

1. The DNS Janitorial Program

The Disabilities & Special Needs Department is a department of the County, whose mission is "[t]o provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community." (*See* Love Aff. ¶ 6). Among the services DSN provides to individuals with disabilities or special needs ("consumers") are residential services, day program services, waiver services, respite services,

job coach services, early intervention services, family support services and Camp Treasure Chest and after school programs, among others. (*See id.* ¶ 7). DSN also provides people with disabilities, including intellectual, mental health, and traumatic brain injury disabilities, among others, assistance with obtaining and maintaining employment through various approaches. (*See id.* ¶ 8). The focus of the DSN employment program is:

- The creation of jobs for people with disabilities
- Job selection and placement that focuses on the individual's abilities and desires
- Training to assist in the job field selected and in the specific job for which an individual is hired
- Stabilization when the job is obtained including all aspects of the job
- Proactive follow along to ensure that the individual meets the employer needs and the job is a good fit for the individual
- Transitional services to assist individuals in being introduced or adjusting to DSN services that are available

(*See id.* ¶ 9). DSN actually employs 26 consumers who work on janitorial crews which provide services to Beaufort County as part of its employment program. (*See id.* ¶ 10).

Because of some disability limitations of some individuals, federal law permits them to be paid amounts less than the prevailing minimum wage, to facilitate their employment opportunities. (*See id.* ¶ 11). In this respect, some DSN consumers have provided janitorial services for Beaufort County, as part of the job training and employment program. (*See id.* ¶ 12). County funds paid the DSN consumers who performed janitorial work for the County. (*See id.* ¶ 13). The federal government did not compensate the County for wages paid to DSN consumers performing janitorial work. (*See id.* ¶ 14). Beaufort County and DSN comply with all state and federal laws in connection with the employment of DSN consumers. (*See id.* ¶ 15).

The employment of DSN consumers to perform janitorial work serves the public interest in multiple ways. (*See id.* ¶ 16). First, it permits individuals with special needs to obtain employment in a safe, supervised environment, and hopefully to eventually become tax paying

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citizens. (*See id.*). These individuals receive pay for their work in accordance with the law, and they also benefit from having a sense of purpose. (*See id.*). Additionally, the cost savings that this program provides benefits the County's taxpayers. (*See id.*). DSN consumers involved in the provision of janitorial services are not "exploited." (*See id.* ¶ 17). To the contrary, they benefit from a win-win proposition in which they are gainfully employed and trained and the County receives economical, high quality service.

Because any "contract" for the use of DSN was essentially a use of "in-house" employees, it was not required to be offered out for bid or proposal under the Beaufort County Procurement Code. (*See* Thomas Aff. ¶ 22). Nonetheless, in an effort to safeguard the taxpayers of Beaufort County, the County permitted the submission of competing proposals against DSN. (*See id.* ¶ 23). Every RFP in which DSN submitted a proposal fully complied with all applicable procurement procedures. (*See id.* ¶ 24). DSN was never given any advantage with regard to making proposals or contracting. (*See id.* ¶ 25).

2. <u>The 2010 Contract (RFP # 3910/100566)</u>

On October 25, 2010, Beaufort County entered a Contract for Janitorial Services ("2010 Contract") with Plaintiff Island Group Inc., d/b/a Carolina Cleaning ("Carolina Cleaning"), which referenced Request for Proposal ("RFP") # 3910/100566. (*See* Thomas Aff. ¶ 7 & Ex. A thereto). The description of the work to be done by Carolina Cleaning under the 2010 Contract was as follows: "The Contractor does hereby offer to the County services for the purpose of providing Janitorial Services as contained and fully described in RFP # 3910/100566 (Janitorial Services for Beaufort County Facilities) and including Addendum 1." (*See id.* ¶ 12 and Ex. A thereto ¶ 1). The term of the 2010 Contract was as follows: "The term of this Agreement shall be for a period of one (1) year starting on November 1, 2010 and ending on October 31, 2011. There are four (4) one (1) year renewals available on this Contract all at the approval of Beaufort County. The Contract shall not exceed five (5) years." (*See id.* ¶ 13 and Ex. A thereto ¶ 5).

In 2010, Beaufort County began an effort to reduce all contracts by 10% to help alleviate its budget deficit. (*See id.* ¶ 14). At that time, the County was even discussing furloughs for

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employees and seeking ways to save money on contracts. (*See id.*). In this regard, Beaufort County sent letters to all contractors, including Carolina Cleaning, requesting a 10% reduction in contract amounts. (*See id.* ¶ 15). On September 8, 2011, the County wrote to Plaintiff Craig Molloy ("Mr. Molloy") of Carolina Cleaning, and Mr. Molloy countersigned the letter (binding Carolina Cleaning) on October 30, 2011. (*See id.* ¶ 16 and Ex. B thereto). That letter provided, in relevant part:

> It is with great pleasure that Beaufort County desires to renew the Contract for the Janitorial Services, per our option as specified in Contract #3910/100566, with a 10% cost reduction to Beaufort County. Please sign below and return to our Office as soon as possible. The Renewal Contract dates will be for one (1) year commencing on November 1, 2011 thru October 31, 2012. There are now three (3) one (1) year Contract Renewals remaining on the Contract.

(*See id.* ¶ 17 and Ex. B thereto).

On July 5, 2012, the County extended the term of the 2010 Contract through November 1, 2013. (*See id.* ¶ 17 and Ex. C thereto). Beaufort County began recontracting for janitorial services for certain locations to save money and provide better service, which resulted in the change orders and contract terminations discussed herein. (*See id.* ¶ 26).

3. <u>RFP # 3910/120221 (Locations North of the Broad and the DNA Laboratory)</u>

In 2012, the County issued RFP # 3910/120221, entitled "Request for Proposals to Provide Janitorial Services, North of the Broad River, Eight Locations for Beaufort County South Carolina," with a closing date of March 22, 2012. (*See id.* ¶ 27 and Ex. D thereto). RFP # 3910/120221 sought proposals for the cleaning of the following locations:

- Coosaw Center
- Broomfield Recreation Center
- Green Street Gym
- Scott Community Center
- Seaside Center
- St. Helena Gymnasium

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- Port Royal Community Center
- DSN

(*See id.* ¶ 28 and Ex. D thereto). Addenda # 1 and Addenda # 2 to RFP # 3910/120221 increased the total number of locations for that RFP to ten (10) by adding Booker T Washington and the Sheriff's Office DNA lab. (*See id.* ¶¶ 29-31 and Ex. E and F thereto).

Beaufort County awarded a contract to DSN from responses to RFP # 3910/120221 for all of the locations in that RFP except for the DNA lab. (*See id.* § 39 and Ex. H thereto). DSN's proposal for all locations except for the DNA laboratory was $52,026. (*See id.*). The price that Carolina Cleaning proposed for the same work was $88,680, making it the third-place finisher for the nine buildings North of the Broad River. (*See id.*).

Thus, on July 30, 2012, the County issued Addendum #3 to RFP # 3910/120221, dated July 30, 2012, which indicated that the only remaining location available for contracting was the Sheriff's Office DNA lab and requested pricing on that one location by August 9, 2012. (*See id.* ¶ 32 and Ex. G thereto). Addendum # 3 indicated that the other nine (9) locations under RFP # 3910/120221 "no longer need services." (*See id.* Ex. G thereto ¶ 1). Carolina Cleaning did not file a protest to complain about Addendum #3 to RFP # 3910/120221. (*See id.* ¶ 33). To the contrary, as requested by Addendum # 3, on August 6, 2012, Carolina Cleaning — which had previously submitted a proposal for all ten locations under RFP # 3910/120221 — in accordance with Addendum # 3 to RFP # 3910/120221, Carolina Cleaning submitted a revised proposal for only the Sheriff's DNA lab. (*See id.* ¶¶ 34-35 and Ex. S thereto).

Carolina Cleaning was awarded the contract on part of RFP # 3910/120221 for the DNA Lab. (*See id.* ¶ 40). On September 4, 2012, Dave Thomas of the County wrote to Mr. Molloy to inform him that the County was terminating Carolina Cleaning's contract as to certain North of the Broad locations, but adding other locations:

> We wish to inform you that Beaufort County has selected our in-house DSN for the contract award. Thus, your cleaning services for the Dale Center, the Bluffton Center, Burtons Wells concession and press box, and the Burton Wells Senior Center will end August 31, 2012.

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> However, we also wish to congratulate you that you are the winning bidder for both our DNA lab and the new Sheriff's Office on Hilton Head Island. The term on this particular service is September 1, 2012 to June 30, 2013.

(*See id.* ¶ 41 and Ex. I thereto). On December 12, 2012, the County terminated the 2010 Contract with regard to the Bluffton Gym stating, *inter alia*: "This is absolutely no reflection on your work; however as a cost-cutting measure, we have decided to take care of this facility in-house. All other terms, condition, amendments, and prices remain in effect." (*See id.* ¶ 42 and Ex. J thereto). On May 30, 2013, the County provided 60-day notice of the cancellation of the 2010 Contract regarding the Buckwalter Recreation Center and the Burton Wells Recreation Center. (*See id.* ¶ 43 and Ex. K thereto).

On or about June 11, 2013, the County adjusted the amount to be paid to Carolina Cleaning on Contract No. 3901/120221 by the Consumer Price Index of 2.4%. (*See id.* ¶ 44 and Ex. L thereto).

4. **RFP # 133020130215 (New St. Helena Library)**

On or about October 16, 2012, the County extended to Carolina Cleaning a month-to-month contract for the cleaning of the new St. Helena Library. (*See id.* ¶ 45 and Ex. M thereto).

The County issued RFP # 133020130215, entitled "Request for Proposals to Provide Janitorial Services for Beaufort County's St. Helena Library," with a closing date of January 24, 2013. (*See id.* ¶ 46 and Ex. N thereto). Carolina Cleaning submitted a proposal for RFP # 133020130215. (*See id.* ¶ 47).

By memorandum dated June 14, 2013, Dave Thomas of the County made his recommendations for the award of the contract for RFP # 133020130215. (*See id.* ¶ 51 and Ex. O thereto). DSN's proposed pricing for RFP # 133020130215 was $22,511.25, compared to $31,800 for Carolina Cleaning. (*See id.* ¶ 52 and Ex. O thereto). In accordance with Mr. Thomas' recommendation, Beaufort County awarded the contract for RFP # 133020130215 for St. Helena Library to DSN. (*See id.* ¶ 53). On June 27, 2013, the County wrote to Carolina Cleaning, stating that the County was cancelling its month-to-month agreement with Carolina

Cleaning for the St. Helena Library, because it had "decided to go with Disabilities and Special Needs for the long term" under RFP # 133020130215. (*See id.* ¶ 54).

5. RFP # 14305 (New Contract)

Carolina Cleaning's 2010 Contract term had been extended from November 1, 2012 to October 31, 2013 for $566,521. (*See id.* ¶ 55). After that date, the 2010 Contract was extended on a month-to-month basis and was scheduled to end on June 30, 2014. (*See id.* ¶ 56).

The County issued RFP # 14305, entitled "Request for Proposals to Provide Janitorial Services for Beaufort County, South Carolina," with a closing date of March 5, 2014. (*See id.* ¶ 57 and Ex. Q thereto). The County submitted RFP # 14305 to vendors capable of providing janitorial services for Beaufort County facilities located both North and South of the Broad River (27 facilities in the North, including additional services needed at the 14 buildings currently being serviced by DSN, and 9 facilities in the South). (*See id.* ¶ 58). Carolina Cleaning submitted a proposal for RFP # 140305. (*See id.* ¶ 59).

On May 19, 2014, Dave Thomas made his recommended that the contract for RFP # 140305 be awarded to A&B Cleaning Service Inc. of Greenville, North Carolina. (*See id.* ¶¶ 63-64 and Ex. R thereto). On the final scoresheet for RFP # 140305, A&B had the highest score with 503 points and a cost of $585,828. (*See id.* ¶ 65 and Ex. R thereto). On the other hand, Carolina Cleaning, the incumbent on that contract, had a score of 333 points and a cost of $833,628, finishing in 10th place out of 16 potential vendors. (*See id.* ¶ 66 and Ex. R thereto).

Carolina Cleaning has done no work for Beaufort County since June 30, 2014. (*See id.* ¶ 69).

6. The County Did Not Use Any Confidential Information or Engage in Any Bid Rigging or Misconduct With Regard to the RFPs at Issue

At no time did Carolina Cleaning indicate that any of the information it submitted in connection with any of its proposals for the RFPs identified above was confidential, proprietary or trade secret. (*See id.* ¶¶ 9, 36, 48, & 60). To the contrary, the information that Carolina Cleaning (and all proposing entities) submitted regarding those RFPs was publicly available

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information that could be obtained via a request under the South Carolina Freedom of Information Act. (*See id.* ¶¶ 10, 37, 49, 61 & 72). The County complied with the South Carolina Consolidated Procurement Code, the Beaufort County Procurement Code and other governing laws in connection with the procurement processes for the RFPs identified above. (*See id.* ¶¶ 11, 38, 50 & 62). The County retains ownership of all proposals and RFP responses. (*See id.* ¶ 73).

The County has never misused any confidential information of Carolina Cleaning in the procurement process. (*See id.* ¶ 74). The County never disclosed any confidential information of Carolina Cleaning to any other person or entity in the procurement process. (*See id.* ¶ 75). The County never provided any confidential information of Carolina Cleaning to DSN in the procurement process. (*See id.* ¶ 76). At all times and for all RFP's, all proposals remained sealed until the time for opening. (*See id.* ¶ 77).

No information contained in any sealed proposal of Carolina Cleaning was ever provided to DSN or any other person or entity. (*See id.*). At all times and for all RFP's, Carolina Cleaning was provided the same information as all other entities making bids or proposals, including DSN. (*See id.* ¶ 78). At all times and for all RFP's, Carolina Cleaning was reviewed under the same standards as all other entities making bids or proposals, including DSN. (*See id.* ¶ 79).

The scope of work for all Beaufort County RFP's is set by the relevant Departments and the Facilities Director, and reviewed by the Purchasing Director. (*See id.* ¶ 80). The minimum scope of services is included in every RFP and provided to all vendors who respond. (*See id.* ¶ 81). Regarding all the RFP's referenced in this Affidavit, Carolina Cleaning received the same scope of work as any other entities making bids or proposals (including DSN) and had the opportunity to provide lower pricing, although selection is not just based on price but on other objective criteria. (*See id.* ¶ 82). DSN (and any other entities making bids or proposals) had no advantage over Carolina Cleaning in the RFP process. (*See id.* ¶¶ 83-84).

DSN has confirmed that it never used confidential information in the procurement or contracting process and never forced special needs individuals into this employment program.

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(*See* Love Aff. ¶ 36). Moreover, DSN has not engaged in collusion or "bid rigging." (*See id.* ¶¶ 37-38).

It should be noted that Plaintiffs *never* complained about the County's use of DSN consumers for janitorial work. In fact, on August 5, 2013, Plaintiff Mr. Molloy actually submitted a proposal to allow Plaintiffs "to support [the County's] efforts to develop a DSN/Pals cleaning program while keeping a positive/good working relationship." (*See* Ex. A to the County's Mem. Opp. to Pl.'s Mot. for Temp. Inj. and Temp. Rest. Order, at 1). In that proposal, Mr. Molloy actually suggested moving several facilities he was working on to DSN (and asked for numerous concessions in return). (*See id.*, at 1-3). In fact, one of the additions Mr. Molloy proposed for Carolina Cleaning's contract was to add "2 persons to help train, manage/consult with the DSN crews for their cleaning jobs." (*See id.*). It is disingenuous for Plaintiffs to now complain about the use of DSN consumers for janitorial work for the County.

7. **There Is No Evidence of an Assault Upon Plaintiff Mr. Molloy's Son**

Although it is entirely irrelevant to the issues raised in the instant Motion, Plaintiffs have repeatedly asserted that Defendant Bryan Hill assaulted the minor son of Plaintiff Mr. Molloy. This issue has no bearing on this Motion, but Defendants want to briefly address and refute this baseless allegation.

Mr. Molloy did accuse Mr. Hill of throwing a basketball at his son. (*See* Baird Aff. ¶ 6). Mr. Molloy's son did not sustain any injuries because of this alleged incident and did not seek medical attention. (*See id.* ¶ 7).

Lieutenant Brian Baird of the Beaufort County Sheriff's Office was informed that Mr. Molloy had made such a claim and conducted a preliminary investigation, including interviewing relevant persons. (*See id.* ¶ 8). Mr. Molloy claimed there were numerous witnesses to this incident; however, he refused to provide Lieutenant Baird with any names of alleged witnesses for him to interview. (*See id.* ¶ 9). Due to Mr. Molloy's refusal to cooperate and provide names

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and information, Lieutenant Baird was unable to determine if there was a basis for the allegation against Mr. Hill. (*See id.* ¶ 10).

When Lieutenant Baird asked Mr. Molloy to file an official complaint he repeatedly refused to do so. (*See id.* ¶ 11). Therefore, no report of this incident exists, because Mr. Molloy chose not to make one. (*See id.*). In fact, when Lieutenant Baird spoke to Mr. Molloy, Mr. Molloy frequently brought up the subject of a cleaning contract between the County and Carolina Cleaning. (*See id.* ¶ 12). Lieutenant Baird informed Mr. Molloy that the Beaufort County Sheriff's Office had nothing to do with his cleaning contract and that he was trying to investigate the allegation of assault. (*See id.* ¶ 13). Mr. Molloy implied he would see what happened with the cleaning contract before he decided about making the assault complaint. (*See id.*). To date, Mr. Molloy has never filed a formal assault complaint. (*See id.* ¶ 14).

B. Procedural History

On February 15, 2017, Plaintiffs filed their Amended Verified Complaint in this matter. In their Amended Verified Complaint, Plaintiffs have sued Beaufort County, as well as the following current and former employees or agents of Beaufort County:

- Gary Kubic, Individually, and as Beaufort County Administrator;
- Josh Gruber, Individually and as former Beaufort County In-House Attorney;
- Bryan Hill, Individually and as former Beaufort County Deputy Administrator;
- Shannon Loper, Individually, and as employee of the Beaufort County Parks and Leisure;
- Stu Rodman, Finance Chair of Beaufort County Council;
- Dave Thomas, Procurement Director Beaufort County, SC.

Plaintiffs' Amended Complaint is a lengthy, rambling 40-page document, claiming numerous acts of misconduct by the various Defendants. However, despite its length and the many accusations it makes, Plaintiffs' Amended Verified Complaint does not assert an actionable claim against any of the Defendants. Plaintiffs' Amended Verified Complaint includes the following

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counts: (1) violations of the South Carolina Consolidated Procurement Code; (2) "bid-rigging"/collusion/interference; (3) "breach"; (4) fraud; (5) tortious interference with contractual relations; (6) unjust enrichment and violation of S.C. Code § 2-532 (sic); (7) violation of the South Carolina Unfair Trade Practices Act; (8) conspiracy (individual Defendants); and (9) assault of a minor (Plaintiff Mr. Molloy's minor child).

For the reasons that follow, Defendants respectfully request that this Court enter summary judgment against Plaintiffs as to all claims asserted in this lawsuit.

ARGUMENTS

A. Plaintiffs' Claims All Fail Because They Cannot Support Any Claim Regarding Carolina Cleaning's Contract or the Procurement Process

Plaintiffs' Amended Complaint is a complicated mish-mash of accusations and innuendo about the Defendants. However, for the most part, Plaintiffs claims boil down to the following two claims: (a) Beaufort County wrongfully terminated (or failed to renew) Carolina Cleaning's 2010 Contract; and (b) Beaufort County engaged in improper conduct with regard to the proposal with regard to the 2012 RFP # 3910/120221. For the reasons that follow, under either of these line of logic, Plaintiffs' claims are wholly without merit.

1. The Express Language of Carolina Cleaning's 2010 Agreement Precludes Any Claims Regarding the Termination of That Agreement

Much of Plaintiffs' Amended Complaint involves allegations that the County wrongfully (and "randomly") terminated Carolina Cleaning's 2010 Agreement with Beaufort County. However, the plain language of the governing contractual documents makes clear that Plaintiffs' claims fail because the County acted entirely within its contractual rights. Therefore, this Court should grant the County's Motion for Summary Judgment to the extent Plaintiff's claims center around the termination of Carolina Cleaning's contract.

It is beyond dispute that the 2010 Agreement permitted the County to terminate (or not renew) for any reason. The 2010 Agreement provides for the following regarding its duration:

> The term of this Agreement shall be for a period of one (1) year starting on November 1, 2010 and ending on October 31, 2011. There are four (4) one (1)

year renewals available on this Contract all at the approval of Beaufort County. The Contract shall not exceed five (5) years.

(*See* Thomas Aff. Ex. A, Contract for Janitorial Services ¶ 5). The 2010 Agreement states that "[e]ither party may terminate this Agreement upon sixty (60) days' written notice to the other party." (*See* Thomas Aff. Ex. A, Contract for Janitorial Services ¶ 9). The RFP[1] for the 2010 Agreement states that "[t]he *County may without cause* terminate this contract *in whole or in part* at any time for its convenience." (*See* Thomas Aff. Ex. A, RFP ¶ 16.0 (emphasis added)). Under that provision, Carolina Cleaning "expressly waive[d] any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience." (*See id.*).

Under those terms, the County was free to terminate all, or part, of the 2010 Contract with notice for any reason or for no reason at all. There is nothing in the contractual documents that prohibited the County from terminating or not renewing the 2010 Contract — either *in toto* or as to certain locations — for any reason, including making the choice to have those services provided in-house. Over time, the County exercised its contractual right to terminate the 2010 Contract in part as to certain locations. (*See* Thomas Aff. Exs. I-K thereto). With regard to the remaining locations, rather than extend the 2010 Contract any further, the County exercised its right to not renew that contract and awarded the contract for the remaining locations to DSN. Plaintiff can cite to nothing in the 2010 Contract that prohibited it from terminating that agreement at-will or electing not to renew that contract.

Therefore, this Court should grant Defendants summary judgment as to all claims based on the County's termination or nonrenewal of the 2010 Contract.

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[1] The 2010 Agreement provides that it "shall consist of all the terms, conditions, scope of work, specifications and provisions which are hereby incorporated and made part of this Contract Agreement, by reference, and contained in RFP # 3910/100566 dated May 27, 2010, Addendum # 1 dated May 18,2010 and the Contractor's Proposal dated May 27, 2010." (*See* Thomas Aff. Ex. A, Contract for Janitorial Services).

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2. Plaintiffs' Claims Regarding the Awarding of the Procurement Process Are Not Factually Supportable

The other primary aspect of Plaintiffs' Amended Verified Complaint is the claim that the County and the other Defendants somehow acted improperly in the procurement process for RFP's *after* the award of the 2010 Contract. Specifically, Plaintiffs claim the Defendants somehow misused Carolina Cleaning's proposal information or otherwise tipped the scales in favor of DSN. These claims fail as a matter of law because, with regard to each RFP, Carolina Cleaning was beaten out by another bidder *other than* DSN. As a result, irrespective of any perceived unfairness, Plaintiffs did not sustain any imaginable injury that would support their claims.

In 2012, the County issued RFP # 3910/120221, entitled "Request for Proposals to Provide Janitorial Services, North of the Broad River, Eight Locations for Beaufort County South Carolina," with a closing date of March 22, 2012. (*See* Thomas Aff. ¶ 27 and Ex. D thereto). Beaufort County awarded a contract to DSN from responses to RFP # 3910/120221 for all of the locations in that RFP except for the DNA lab. (*See id.* § 39 and Ex. H thereto). DSN's proposal for all locations except for the DNA laboratory was $52,026. (*See id.*). The price proposed by Carolina Cleaning for the same work was $88,680, making it the third-place finisher for those nine buildings, behind both DSN and Heavy D's of Beaufort. (*See id.*).

On July 30, 2012, the County issued Addendum #3 to RFP # 3910/120221, which indicated that the only remaining location up for contracting was the DNA lab and requested pricing on that one location by August 9, 2012. (*See id.* ¶ 32 and Ex. G thereto). Addendum # 3 indicated that the other nine (9) locations under RFP # 3910/120221 "no longer need services." (*See id.* Ex. G thereto ¶ 1). Carolina Cleaning did not file a protest to complain about Addendum #3 to RFP # 3910/120221. (*See id.* ¶ 33). Instead, on August 6, 2012, Carolina Cleaning submitted a revised proposal for only the Sheriff's DNA lab. (*See id.* ¶¶ 34-35 and Ex. S thereto). Carolina Cleaning was awarded the contract for the DNA Lab. (*See id.* ¶ 40). On September 4, 2012, Dave Thomas of the County wrote to Mr. Molloy to inform him that the

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County was terminating Carolina Cleaning's contract as to certain North of the Broad locations, but adding other locations:

> We wish to inform you that Beaufort County has selected our in-house DSN for the contract award. Thus, your cleaning services for the Dale Center, the Bluffton Center, Burtons Wells concession and press box, and the Burton Wells Senior Center will end August 31, 2012.
>
> However, we also wish to congratulate you that you are the winning bidder for both our DNA lab and the new Sheriff's Office on Hilton Head Island. The term on this particular service is September 1, 2012 to June 30, 2013.

(*See id.* ¶ 41 and Ex. I thereto).

Thus, with respect to RFP # 3910/120221 (the only RFP specifically referenced in Plaintiffs' Amended Verified Complaint), it is undisputed that Plaintiffs were not harmed by any unfair advantage they suggest DSN had. To the contrary, Carolina Cleaning obtained the contract for the sheriff's DNA laboratory. With regard to the other locations (which Plaintiff claims were awarded to DSN), it is undisputed that Carolina Cleaning was not even the lowest non-DSN bidder. Therefore, even if Defendants engaged in misconduct in the procurement process, such actions could not have proximately caused Plaintiffs any harm.

Additionally, with regard to RFP # 14305 (entitled "Request for Proposals to Provide Janitorial Services for Beaufort County, South Carolina," with a closing date of March 5, 2014), that contract was awarded not to DSN, but to A&B Cleaning Service Inc. of Greenville, North Carolina. (*See id.* ¶¶ 57-64 and Exs. Q and R thereto). A&B had the highest score with 503 points and a cost of $585,828. (*See id.* ¶ 65 and Ex. R thereto). On the other hand, Carolina Cleaning, the incumbent on that contract, had a score of 333 points and a cost of $833,628, finishing in 10th place out of 16 potential vendors. (*See id.* ¶ 66 and Ex. R thereto). Yet again (and even more drastically), Plaintiffs cannot possibly show any harm to them from Defendants' alleged misconduct in the procurement process, as Carolina Cleaning was nowhere close to being the next bidder behind DSN.

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For the foregoing reasons, even assuming that all of Plaintiffs' meritless accusations are true, they cannot conceivably succeed on their claims to the extent they are premised upon allegations of misconduct in the procurement process.

B. Plaintiffs Failed to Assert Their Remedies Under the Beaufort County Procurement Code and the RFP/Contract Documents

Despite the length of the Amended Verified Complaint, the details of Plaintiffs' claims in this case are far from clear. However, it appears that their claims, under any legal theory, seek relief relating to two main subjects: (a) the County's termination or non-renewal of Carolina Cleaning's 2010 Contract; and (b) perceived unfairness in the proposal and procurement process for janitorial contracts, particularly with regard to RFP # 3910/120221, entitled "Request for Proposals to Provide Janitorial Services, North of the Broad River, Eight Locations for Beaufort County South Carolina," with a closing date of March 22, 2012. For the reasons that follow, under any legal theory, Plaintiffs' claims are entirely without merit because Plaintiffs failed to exhaust certain administrative remedies before filing this action.

The Beaufort County Procurement Code was adopted pursuant to the terms of the South Carolina Consolidated Procurement Code, which states (in relevant part) that "[a]ll political subdivisions of the State shall adopt ordinances or procedures embodying sound principles of appropriately competitive procurement . . . ." *See* S.C. Code § 11-35-50. Beaufort County's Procurement Code and the relevant contracts and RFPs all make clear that Plaintiffs' remedy, if any, must be asserted by a protest filed with the County's Purchasing Director. Plaintiffs have failed to do so and, as a result, may not assert the instant claims.

The Beaufort County Procurement Code requires that pre-litigation steps be taken with regard to any claims by proposers or contractors:

> (a) Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract under this division may protest to the purchasing director. *The protest shall be submitted in writing 14 days after such aggrieved person knows or should have known of the facts giving rise thereto.*

(b) Authority to resolve protest. The purchasing director shall have authority, *prior to the commencement of an action in court* concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract.

(c) Decision. If the protest is not resolved by mutual agreement, the purchasing director shall issue a decision in writing within ten days. The decision shall:

(1) State the reasons for the action taken; and

(2) Inform the protestant of its right to administrative review as provided in this section.

See Beaufort County Code § 2-551(a)-(c) (emphasis added).

The 2010 Contract incorporates detailed requirements regarding the administrative remedy of a protest as a precedent to a lawsuit filed in court:

14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest **shall be submitted in writing fourteen (14) days** after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, **prior to the commencement of an action in court concerning the controversy**, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.2 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

14.2.1 State the reasons for the action taken; and

14.2.2 Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

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> 14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

(*See* Thomas Aff. Ex. A (emphasis added)). The 2010 Contract documents also provides that "[a]ll contract disputes will be referred to Beaufort County Purchasing Director for resolution." (*See id.*).

Similarly, RFP # 3910/120221 requires that, if a proposer such as Carolina Cleaning believes it has been wronged in the procurement process, the proper remedy is to file a protest:

> 14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. *The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto.* The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
>
> 14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, *prior to the commencement of an action in court* concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

(*See* Thomas Aff. Ex. D (emphasis added)). That RFP also provides that "[a]ll contract disputes will be referred to Beaufort County Purchasing Director for resolution." (*See id.*).

If Plaintiffs believe that the County (or any employee of the County) wronged them with regard to the 2010 Contract or in the procurement process relating to RFP # 3910/120221, the proper forum for them to complain about such a dispute is the administrative remedy provided by the count procurement ordinance. It is undisputed that Carolina Cleaning never filed a protest concerning the proposals, procurement or contracting for janitorial services in Beaufort County. (*See* Thomas Aff. ¶ 88). If Carolina Cleaning believed that the contracting or RFP process was unfair, it had the opportunity to file a formal protest in writing. (*See id.* ¶ 86). Such protest procedures are included in the Beaufort County Procurement code and all of Beaufort County's RFPs for vendors to follow if they have a reason or desire to protest an award. (*See id.* ¶ 87).

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Therefore, because Plaintiffs' exclusive remedy is under the Beaufort County Procurement Code and the governing contractual documents, Plaintiff's claims are improper as they have not exhausted those remedies.

C. Plaintiffs' Tort Claims Are Time-Barred

The SCTCA "is the *exclusive* civil remedy available for any tort committed by a government entity, its employees, or its agents except as provided in § 15-78-70(b)." *See Health Promotion Specialists, Inc. v. South Carolina Bd. of Dentistry*, 403 S.C. 623, 635, 743 S.E.2d 808, 814 (2013) (emphasis added); *accord* S.C. Code § 15-78-200 (SCTCA "is the exclusive and sole remedy for any tort committed by an employee of a governmental entity while acting within the scope of the employee's official duty."); *Proctor v. Dep't of Health & Env'tl Ctrl.*, 368 S.C. 279, 290, 628 S.E.2d 496, 502 (Ct. App. 2006) ("The [SCTCA] governs all tort claims against governmental entities and is the *exclusive* civil remedy available in an action against a governmental entity or its employees.") (emphasis added).

"Because the Tort Claims Act provides the 'exclusive' remedy for torts committed by governmental employees, unless an exception applies, the statute of limitations contained within the act will apply." *See Loadholt v. Cribb*, No. 2004-UP-238, 2004 WL 6251537, at *3 (Ct. App. Apr. 12, 2004). Under the SCTCA, Plaintiff must have commenced this lawsuit "within two years after the date the loss was or should have been discovered." *See* S.C. Code § 15-78-110.[2]

Because the SCTCA "contains a definition of loss that differs from that of other statutes," the statutory period runs from the date of injury, not when Plaintiff learned what caused his injury. *See Bayle v. South Carolina Dep't of Transp.*, 344 S.C. 115, 121-127, 542 S.E.2d 736, 739-42 (Ct. App. 2001) ("Bayle asserts the Circuit Court erred in defining 'loss' as the date of his wife's death rather than the date he learned of a possible latent defect in the road surface. We

[2] The period under the SCTCA may be extended to *three* years, "if the claimant first filed a claim pursuant to this chapter." *See* S.C. Code § 15-78-110. There is no evidence that Plaintiffs would be entitled to the benefit of this rule.

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disagree."). "Under the Tort Claims Act, however, the statute of limitations begins to run when the plaintiff should know that he might have a potential claim against another, not when he develops a full-blown theory of recovery." *Joubert v. South Carolina Dep't of Soc. Servs.*, 341 S.C. 176, 190, 534 S.E.2d 1, 8 (Ct. App. 2000).

The statute of limitations under the SCTCA is also governed by a discovery rule, which can delay the running of the statute of limitations:

> Actions brought under the Act are subject to the discovery rule. *Joubert v. South Carolina Dept. of Soc. Services,* 341 S.C. 176, 190, 534 S.E.2d 1, 8 (Ct.App.2000). "According to the discovery rule, the statute of limitations begins to run when a cause of action reasonably ought to have been discovered." *Id.* The statute does not necessarily run from the date of the negligent act, but from when the injury resulting from the negligent act is discovered or may be discovered by the exercise of "reasonable diligence." *Id.*, 341 S.C. at 190-91, 534 S.E.2d at 8. "The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist." *Snell v. Columbia Gun Exch., Inc.*, 276 S.C. 301, 303, 278 S.E.2d 333, 334 (1981). "The date on which discovery should have been made is an objective, not subjective, question." *Joubert*, 341 S.C. at 191, 534 S.E.2d at 9. Additionally, the fact that the injured party does not comprehend the full extent of his injuries is immaterial. *Dean v. Ruscon Corp.*, 321 S.C. 360, 364, 468 S.E.2d 645, 647 (1996).

Knox v. Greenville Hosp. Sys., 362 S.C. 566, 570-71, 608 S.E.2d 459, 462 (Ct. App. 2005).

The statute does not run separately as to each defendant, but rather runs at one time for all claims based on the injury. *See Tollison v. B&J Machinery Co.*, 812 F. Supp. 618 (D.S.C. 1993); *accord Cline v. J.E. Faulkner Homes, Inc.*, 359 S.C. 367, 597 S.E.2d 27 (Ct. App. 2004); *McClain v. Jarrard*, 354 S.C. 218, 580 S.E.2d 763 (Ct. App. 2003); *Wiggins v. Edwards*, 314 S.C. 126, 128, 442 S.E.2d 169, 170 (1994).

Plaintiffs' claims of improper conduct in connection with RFP # 3910/120221 involve conduct occurring in 2012. Carolina Cleaning has done no work for Beaufort County since June 30, 2014. (*See* Thomas Aff. ¶ 69). Plaintiffs did not file this lawsuit until August 22, 2016. Under the Tort Claims Act's two-year statute of limitations, Plaintiffs' tort claims against the County are time-barred. Plaintiffs cannot proffer any evidence to support the invocation of the

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discovery rule or any other reason why the Court should not apply the two-year statute of limitations as to the tort claims against the Court, running from (at the absolute latest) June 30, 2014.

D. Plaintiff's Claims Are Facially Defective

In addition to the foregoing, Plaintiffs claims all fail on the merits, for reasons that are apparent from the face of the record.

1. Plaintiff's Claims Against the Individual Defendants Fail to the Extent they Are Premised Upon Contract (Particularly Counts 1-3)

Again, although it is unclear exactly what Plaintiffs are alleging, at least some counts may sound in (or at least flow from) alleged breaches of contracts. To the extent they do so, Plaintiffs' claims against any Defendant other than the County must fail because there is no privity of contract.

"The elements for breach of contract are the existence of the contract, its breach, and the damages caused by such breach." *See Branché Bldrs., Inc. v. Coggins*, 386 S.C. 43, 48, 686 S.E.2d 200, 202 (Ct. App. 2009). South Carolina law is clear that a breach of contract claim may not be successfully asserted where there is no contractual privity between the plaintiff and defendant imposing contractual duties on the defendant:

> It is undisputed that Windsor Green is not a named party to the rental agreement. "Generally, *one not in privity of contract with another cannot maintain an action against him in breach of contract*, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff." *Bob Hammond Constr. Co. v. Banks Constr. Co.*, 312 S.C. 422, 424, 440 S.E.2d 890, 891 (Ct. App. 1994).

See Windsor Green Owners Ass'n, Inc. v. Allied Signal, Inc., 362 S.C. 12, 17, 605 S.E.2d 750, 752 (Ct. App. 2004) (emphasis added), *cited in, Clardy v. Bodolosky*, 383 S.C. 418, 429-30, 679 S.E.2d 527, 533 (Ct. App. 2009) ("Though Land-Magnolia was a necessary party to the present action, it was not a party to the real estate contract at issue. Consequently, Land-Magnolia cannot now be responsible for attorney's fees given there is no privity of contract."). "[A]n individual who is not a party to a contract generally *cannot be liable for its breach.*" *Trancik v.*

USAA Ins. Co., 354 S.C. 549, 553-54, 581 S.E.2d 858, 861 (Ct. App. 2003) (emphasis added) (*citing Holder v. Haskett*, 283 S.C. 247, 251, 321 S.E.2d 192, 194 (Ct.App.1984)). It is undisputed that the individual Defendants were not parties to the 2010 Contract, or any other contract with any Plaintiff. The individual Defendants were not in privity with any Plaintiff. As a result, Plaintiffs' contract-based claims against the individual defendants must fail.

2. **Plaintiff's Fraud Claim (Count 4) Fails As a Matter of Law**

Count 4 of Plaintiffs' Complaint sounds in fraud. For the reasons that follow, this cause of action is entirely without merit.

First, as to the County, under the South Carolina Tort Claims Act, a governmental entity may not be held liable for "employee conduct outside the scope of his official duties or which constitutes *actual fraud*, actual malice, intent to harm, or a crime involving moral turpitude." *See* S.C. Code § 15-78-60(17) (emphasis added). As a result, Beaufort County is entitled to summary judgment as a matter of law as to Plaintiff's claim for fraud.

With regard to the individual Defendants, Plaintiffs fraud claim also fails. The elements of a fraud claim are well-settled in South Carolina:

> In order to prove fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury. *King v. Oxford*, 282 S.C. 307, 318 S.E.2d 125 (Ct. App. 1984). A complaint is fatally defective if it fails to allege all nine elements of fraud. *Inman v. Ken Hyatt Chrysler Plymouth, Inc.*, 294 S.C. 240, 363 S.E.2d 691 (1988).

See Ardis v. Cox, 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct. App. 1993). "The representation cannot ordinarily be based on unfulfilled promises or statements as to future events." *Koontz v. Thomas*, 333 S.C. 702, 713, 511 S.E.2d 407, 413 (Ct. App. 1999) (citation omitted); *accord Davis v. Upton*, 250 S.C. 288, 291, 157 S.E.2d 567, 568 (1967) ("The general rule is that fraud must relate to a present or preexisting fact, and cannot ordinarily be predicated on unfulfilled promises or statements as to future events."); *Brown v. Pearson*, 326 S.C. 409, 424–25, 483

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S.E.2d 477, 485 (Ct. App. 1997) ("There is no evidence that whatever statements were made by church officials were more than representations or promises of future action, which cannot be the basis for a cause of action for fraud. In order to be actionable, the representations must be a statement concerning an existing fact.").

Plaintiff's fraud claim does not allege any specific conduct by Defendants. Rather, the sum total of that count is a recitation of the elements of fraud under South Carolina law. Respectfully, Plaintiffs can proffer no evidence that any of the individual Defendants made actionable representations (or any of the other elements of a fraud claim). Instead, Plaintiffs use the word "fraud" in a conclusory manner to describe any conduct that they do not like. There is simply no evidence whatsoever supporting a fraud claim against the individual Defendants in this matter.

3. Plaintiff's Interference with Contract Claim (Count 5) Fails As a Matter of Law

Plaintiff next asserts a claim for tortious interference with contract. This claim is also facially defective.

Plaintiff cannot assert this claim against the individual Defendants. "[I]ntent to injure is *not* an element of tortious interference." *See Broach v. Carter*, 399 S.C. 434, 442, 732 S.E.2d 185, 189 (Ct. App. 2012) (emphasis added). Because actual malice and intent to harm are not required elements of the claim, the Tort Claims Act bars Plaintiffs' claim of tortious interference against the individual Defendants. *See* S.C. Code § 15-78-70(a) & (b). ("An employee of a governmental entity who commits a tort while acting within the scope of his official duty is not liable therefor" unless "the employee's conduct was not within the scope of his official duties or . . . constituted actual fraud, actual malice, intent to harm, or a crime involving moral turpitude."); *Eldeco, Inc. v. Charleston Cty. Sch. Dist.*, 372 S.C. 470, 481, 642 S.E.2d 726, 732 (2007) (finding that S.C. Code § 15-78-60(10), which insulates government entities from claims where state employee acted with "intent to harm," was not triggered where element of tort did not require intent to harm).

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Plaintiffs' tortious interference claim against the County also must fail. "[A]n action for tortious interference protects the property rights of the parties to a contract against unlawful interference by third parties." *See Threlkeld v. Christoph*, 280 S.C. 225, 227, 312 S.E.2d 14, 15 (Ct. App. 1984). "Therefore, it does not protect a party to a contract from actions of the other party." *See id.*

> "It is generally recognized that when a contract is breached by a corporation as the result of the inducement of an officer or agent of the corporation acting on behalf of the corporation and within the scope of his employment, the inducement is privileged and is not actionable." *Bradburn v. Colonial Stores, Inc.*, 273 S.C. 186, 188, 255 S.E.2d 453, 455 (1979). Thus, "[t]he actions of a principal's agent are afforded a qualified privilege from liability for tortious interference with the principal's contract." [Citation omitted.] . . . The reason for this privilege is that holding an agent liable would be like holding the principal itself liable for the tort of interfering with its own contract, instead of holding the principal liable for breach of contract." *CGB Occupational Therapy, Inc.*, 357 F.3d at 385. "The agent's privilege is qualified, however, because it applies only when the agent is acting within the scope of its authority." *Id.*

See Dutch Fork Dev. Grp. II, LLC v. SEL Properties, LLC, 406 S.C. 596, 605, 753 S.E.2d 840, 844 (2012). Plaintiffs claim, in essence, that the County (or its agents) interfered with its own contract with Carolina Cleaning. Plaintiffs do not allege that the County interfered with a contract between any Plaintiff and a third-person. Therefore, Plaintiffs cannot possibly succeed on this claim as a matter of law.

4. **Plaintiff's Unjust Enrichment Claim (Count 6) Fails As a Matter of Law**

The requirements for Plaintiffs' unjust enrichment claim are well-settled under South Carolina law:

> The elements to recover for unjust enrichment based on *quantum meruit*, quasi-contract, or implied by law contract, which are equivalent terms for equitable relief, are: "(1) a benefit conferred by the plaintiff upon the defendant; (2) realization of that benefit by the defendant; and (3) retention of the benefit by the defendant under circumstances that make it inequitable for him to retain it without paying its value." *Myrtle Beach Hosp., Inc. v. City of Myrtle Beach*, 341 S.C. 1, 8-9, 532 S.E.2d 868, 872 (2000).

Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 257, 715 S.E.2d 348, 356 (Ct. App. 2011). Plaintiff does not plead a claim coming within the scope of this cause of action and

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cannot present a scintilla of evidence supporting such a claim. There is no evidence that Carolina Cleaning performed work for the County (or any Defendant) for which it was not paid. This is not a claim for *quantum meruit.* There is no evidence whatsoever of the elements of this claim.

Additionally, as to the County, this claim fails because any right to compensation for Plaintiffs must come from the 2010 Contract between the County and Carolina Cleaning. "If the tasks the plaintiff is seeking compensation for under a quantum meruit theory are encompassed within the terms of an express contract which has not been abandoned or rescinded, the plaintiff may not recover under *quantum meruit*." *Swanson v. Stratos*, 350 S.C. 116, 122, 564 S.E.2d 117, 120 (Ct. App. 2002).

5. Plaintiff's SCUTPA Claim (Count 7) Fails As a Matter of Law

Under the South Carolina Unfair Trade Practices Act (SCUTPA), "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.." *See* S.C. Code § 29-5-20. The terms "trade" and "commerce" are defined as including "shall include the advertising, offering for sale, sale or distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity or thing of value wherever situate, and shall include any trade or commerce directly or indirectly affecting the people of this State." *See* S.C. Code § 39-5-10(a). The elements of a claim under SCUTPA have been well-settled in South Carolina courts:

> To recover in an action under the UTPA, the plaintiff must show: (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected [the] public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s)." *Wright v. Craft*, 372 S.C. 1, 23, 640 S.E.2d 486, 498 (Ct. App. 2006). "An act is 'unfair' when it is offensive to public policy or when it is immoral, unethical, or oppressive." *Gentry v. Yonce*, 337 S.C. 1, 12, 522 S.E.2d 137, 143 (1999). "An act is 'deceptive' when it has a tendency to deceive." *Id.*

See Health Promotion Specialists, LLC v. S.C. Bd. of Dentistry, 403 S.C. 623, 638, 743 S.E.2d 808, 816 (2013).

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As to the individual Defendants, they were not engaged in "trade" or "commerce" under the SCUTPA. Far from being part of a consumer transaction involving the sale of a good or service, those persons had no contractual relationship with any Plaintiff. Moreover, because actual fraud and malice are not requirements of a SCUTPA claim, the Tort Claims Act bars any claim under that theory against the individual Defendants. *See* S.C. Code § 15-78-70(a) & (b). ("An employee of a governmental entity who commits a tort while acting within the scope of his official duty is not liable therefor" unless "the employee's conduct was not within the scope of his official duties or . . . constituted actual fraud, actual malice, intent to harm, or a crime involving moral turpitude.").

Plaintiffs' SCUTPA claim against the County fails because the County is not a "person" under SCUTPA. Under SCUTPA, a person is defined to "include natural persons, corporations, trusts, partnerships, incorporated or unincorporated associations and any other legal entity." *See* S.C. Code § 39-5-10(a). As a political subdivision, the County does not fall within that definition of person.

6. Plaintiff's Conspiracy Claim (Count 8) Against the Individual Defendants Fails As a Matter of Law

"A claim for civil conspiracy must allege additional acts in furtherance of a conspiracy rather than reallege other claims within the complaint." *See Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 115, 682 S.E.2d 871, 874 (Ct. App. 2009) (*citing Todd v. S.C. Farm Bureau Mut. Ins. Co.*, 276 S.C. 284, 293, 278 S.E.2d 607, 611 (1981), *rev'd on other grounds*, 283 S.C. 155, 321 S.E.2d 602 (1984), *quashed in part on other grounds*, 287 S.C. 190, 336 S.E.2d 472 (1985)). It is apparent that the alleged conduct giving rise to Plaintiffs' civil conspiracy claim is the same conduct giving rise to their other causes of action.

Also, to succeed on a civil conspiracy claim, Plaintiffs must also allege with particularity special damages, *i.e.,* damages *different* from those they seek in their other claims:

> [C]ivil conspiracy requires that the plaintiff claim special damages. In this case, the Gordons' amended complaint fails to allege any special damages incurred as a result of any conspiracy. They allege the same damages as they do under the

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> other causes of action. This is insufficient to establish special damages. *See Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 117, 682 S.E.2d 871, 875 (Ct. App. 2009) ("If a plaintiff merely repeats the damages from another claim instead of specifically listing special damages as part of their civil conspiracy claim, their conspiracy claim should be dismissed.").

See Gordon v. Busbee, 397 S.C. 119, 136, 723 S.E.2d 822, 831-32 (Ct. App. 2011); S.C.R. Civ. P. 9(g) ("When items of special damage are claimed, they shall be specifically stated."). Plaintiffs do not allege with specificity any "special damages," that is, damages beyond those sought in their other claims. Therefore, Plaintiffs' civil conspiracy claim fails for this reason as well.

Additionally, Plaintiffs' civil conspiracy claims fail to the extent they allege an *intra*-corporate conspiracy:

> "A civil conspiracy cannot be found to exist when the acts alleged are those of employees or directors, in their official capacity, conspiring with the corporation." [Citation omitted.] As a result, "no conspiracy can exist if the conduct challenged is a single act by a single corporation acting exclusively through its own directors, officers, and employees, each acting within the scope of his employment." *Id.* However, although a corporation cannot conspire with itself, "the agents of a corporation are legally capable, as individuals, of conspiracy among themselves or with third parties." *Lee v. Chesterfield General Hosp., Inc.*, 289 S.C. 6, 14, 344 S.E.2d 379, 383 (Ct.App.1986).

See Pridgen v. Ward, 391 S.C. 238, 244, 705 S.E.2d 58, 62 (Ct. App. 2010); *accord Lawson v. South Carolina Dep't of Corr.*, 340 S.C. 346, 352, 532 S.E.2d 259, 261–62 (2000) ("Allegations based solely upon two supervisors discussing whether to terminate an at-will employee would not support a conspiracy cause of action."); *State ex rel. Callison v. Nat'l Linen Serv. Corp.*, 225 S.C. 232, 235, 81 S.E.2d 342, 344 (1954) ("A corporation can act as such only through its agents and employees. To hold that such agents, employees or servants in endeavoring to promote the corporation's business could be counted would be holding that a corporation could conspire with itself and open every corporation to charges similar to those in this case when the officers, agents and servants discussed and formulated plans to further the corporate business and meet competition by reducing prices or other methods."). Here, all of the alleged conspirators are

employees of the County. There is no evidence that would bring this case outside of the *intra*-corporate conspiracy doctrine.

7. **Plaintiff's Assault Claim (Count 9) Fails As a Matter of Law**

Plaintiff Mr. Molloy asserts an assault claim (Count 9) alleging that Defendant Bryan Hill assaulted his minor son. Importantly, Plaintiff Mr. Molloy's minor son is not a party, and Mr. Molloy asserts his claims in this case in his own capacity, not as the representative of his son.

The only damages Plaintiff Mr. Molloy, who does not allege that he himself was assaulted, could possibly recover are: (a) medical expenses she paid for his son's treatment; and (b) pecuniary harm from loss of his son's services. *See Wright v. Colleton Cty. Sch. Dist.*, 301 S.C. 282, 391 S.E.2d 564 (1990). The South Carolina Supreme Court has expressly forbidden a parent from recovering damages for loss of consortium of a child. *See Doe v. Greenville Cty. Sch. Dist.*, 375 S.C. 63, 651 S.E.2d 305 (2007) ("Because Mr. and Mrs. Doe's loss of consortium claim is based entirely upon their allegation of a change in their relationship with their child and not a claim for loss of services, we hold that the trial court did not err in dismissing Mr. and Mrs. Doe's claim for loss of filial consortium.").

Plaintiffs do not seek to recover the damages allowed by *Wright*. Upon information and belief, Plaintiffs have no evidence of medical expenses or loss of services relating to the claimed assault of Mr. Molloy's son. Therefore, this claim fails as a matter of law.

E. The Instant Motion Can Be Decided Without the Need for Plaintiffs' Burdensome Discovery

Defendants anticipate that Plaintiffs will argue that summary judgment is premature because discovery has not been completed. Plaintiffs have served numerous burdensome discovery requests directed to each of the Defendants. These discovery requests are vague and ambiguous and will require substantial resources for the County to respond. Respectfully, Plaintiffs should not be permitted to delay the disposition of the instant Motion, since there is no basis to believe that such discovery would produce information that would defeat the County's

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Motion. "'Rule 56(f) requires the party opposing summary judgment to at least present affidavits explaining why he needs more time for discovery.'" *Matter of Estate of Smith*, 419 S.C. 111, 123, 796 S.E.2d 158, 164 (Ct. App. 2016), reh'g denied (Feb. 24, 2017) (*quoting Doe ex rel. Doe v. Batson*, 345 S.C. 316, 321, 548 S.E.2d 854, 857 (2001)). The arguments set forth herein demonstrate that Plaintiffs' claims should not proceed as a matter of law. Plaintiffs cannot show what any potential further discovery might provide that would impact the resolution of this Motion. The instant Motion is based upon the law and facts that are within Plaintiffs' knowledge or control.

CONCLUSION

For the foregoing reasons, this Court should grant summary judgment to all Defendants against Plaintiffs as to all claims asserted in this lawsuit.

BARNWELL WHALEY PATTERSON & HELMS, LLC

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IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Steven Craig Molloy and Island Group, Inc. dba Carolina Cleaning,	**CIVIL CASE NO.: 2016-CP-07-01825**
Plaintiffs,	
vs.	**RETURN MOTION IN OPPOSITION TO SUMMARY JUDGMENT**
Beaufort County; Gary Kubic, Individually, and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; AND Shannon Loper, Individually, and as employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council;	
Defendants.	

NOW COMES THE Plaintiff, by and through his undersigned attorney, Lauren L. Martel, responding to the Defendants, Motion for Summary Judgment, and Plaintiff requests to be dismissed as there exists genuine issues of material fact and a case and controversy. This Return in Opposition to the Defendants' Motion is based on:

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1. Affidavit(s) of Plaintiff, Steven Craig Molloy and supplemental Affidavits;
2. Affidavit(s) of all the Defendants and exhibits to the Plaintiff's Affidavits that demonstrate conflicting positions and results in prima facie evidence of genuine issue of material fact and case and controversy.
3. Affidavits of Mary Seiger
4. Affidavits of Merry Maids
5. Affidavits of Island Car Wash
6. Affidavit of Cynthia Bensch
7. DSN board member/ parent concerns set out to Beaufort County Council meeting
8. All previously filed Exhibits and Memorandum
9. New Affidavit of Craig Molloy and Exhibits 1-36
10. Procurement Law
11. SC Case Law and Statutes
12. All Previously Filed Pleadings, Affidavits and Memorandum of Law on behalf of the Plaintiff
13. Transcript from TRO Hearing

INTRODUCTION/ BACKGROUND

The Plaintiff Carolina Cleaning has been doing business in Beaufort County since 1993. Their business successfully employed over 100 people at its height, due to their reputation for providing well-priced, competitive, and reliable services in a competent and timely manner. The Plaintiff had a long-standing relationship with Beaufort County for over 17

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years. In 1998, Plaintiff submitted a bid and was awarded a Contract with Beaufort County for the "South of the Broad Facilities". Plaintiff successfully performed the contractual agreement and later placed bids during an open market RFP, where Plaintiff was additionally awarded the "North of the Broad" contract. The term for these contracts were five years, with one year renewals. During their awarded contracts and succinct renewals by Beaufort County to the Plaintiff, over a fifteen-year period, there were no breaches of contract or issues wherein Plaintiff's company was in good standing, nor were reasons brought forth to remove his company from the contract. The contracts were priced to Beaufort County to provide the best 5-year pricing, as a benefit to the taxpayers and Beaufort County. In addition, this contract was large and cumbersome and expensive for Beaufort County to bid on any regular (or yearly) basis, as it is not a cost benefit to taxpayers to re-bid frequently. In fact, under all of the Beaufort County contracts the Plaintiff actually acted as a sub-contractor and a supplier in that under this RFP and subsequent contract bidders were to provide supplies (i.e. toilet paper, paper towels, soap etc.) and labor, man power to perform the various work and tasks.

The newest awarded contract to Plaintiff was in 2010. Shortly after this award to Plaintiff, Beaufort County demanded a 10 % cut from Plaintiff, and withheld payment to the Plaintiff until Plaintiff reduced the cost of service by 10%. After the forced 10% reduction, the scheme with the DSN/Pals program began that systematically dismantled Plaintiff's 2010 contract and the sharing of Plaintiff's pricing and operational documents. Also to place a (bogus) RFP for previously closed buildings and have Procurement (and others) participate in adjusting specifications only for the benefit of DSN/Pals.

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The Plaintiff's 2010 contract was renewed on October 25, 2010 for RFP # 3910/100566, for (1) year beginning November 1, 2010, with an ending date of October 31, 2011, with an open end to another 4 (1) year renewals. Contracts again renewed November 1, 2011 with an end date of October 31, 2012, with (3) additional (1) year renewals remaining on the 2010 original contractual agreement. On July 5, 2012, BC extended the 2010 contract through November 1, 2013, with 2 years remaining.

BC openly admitted to undercutting Carolina Cleaning, *(see page 6) of (Defendants Notice of Motion and Motion for Summary Judgment)* Defendants claim that Plaintiff did not file a protest to complain. Plaintiff was still under a legal and binding contract through to November 1, 2013. Please see ***(exhibits # 9 & # 14)*** showing Beaufort County's knowledge of the unfair 10 % reduction of the awarded contract, in fact discussions were continuing with Plaintiff to come to an agreement. ***(See Exhibit 36)*** Letter to South Carolina Attorney General Alan Wilson Regarding the unfair practices by Beaufort County regarding this contractual agreement. *South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 to -160 (1991)*, patterned after the section 5 of the *Federal Trade Commission Act, 15 U.S.C. § 45(a)(1). Section 39-5-20 (b)* of the UTPA states *"It is the intent of the legislature that in construing [the Act's prohibition against unfair and deceptive trade practices] the courts will be guided by the interpretations given by the Federal Trade Commission and the Federal Courts to § 5 (a) (1) of the Federal Trade Commission Act." To protect consumers and to prevent anticompetitive behavior in the market.* BC repeatedly violated not only state law, BC violated federal law under the Federal Trade Commission Act. BC utilized deceptive tactics to dismantle the 2010 contract awarded to Carolina Cleaning which lead to irreparable harm to the Plaintiff.

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Summary Judgment Standard

1. **Summary judgment** is appropriate only where there is no genuine issue of material fact and it is clear the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRCP. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994). That is not the case at hand, the Plaintiffs have numerous issues of genuine and material fact. The Defendants Motion for Summary Judgment should be dismissed.
2. "An appellate court reviews the granting of **summary judgment** under the same **standard** applied by the trial court under Rule 56(c), SCRCP." *Bovain v. Canal Ins.*, 383 S.C. 100, 105, 678 S.E.2d 422, 424 (2009). Rule 56(c), SCRCP, provides that "a trial court may grant a motion for summary judgment "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.'" *Id.* (quoting Rule 56(c), SCRCP). "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." *Hancock v. Mid-South Mgmt. Co., Inc.*, 381 S.C. 326, 329-30, 673 S.E.2d 801, 802 (2009). "[I]n cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere

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scintilla of evidence to withstand a motion for **summary judgment**." *Id.* at 330, 673 S.E.2d at 803.

3. It was improper to grant a city summary judgment in subcontractors' action alleging that it failed to secure a payment bond from a contractor as required by the *Subcontractors' and Suppliers' Payment Protection Act, S.C. Code Ann. § 29-6-250.* Because the subcontractors' claim was brought under *§ 29-6-250* as a tort, it was properly asserted. *Shirley's Ironworks v. City of Union Ct.App.SC May 20, 2010 397. SC.584.* As it would be improper to grant Summary Judgment in this case.
4. The Plaintiff has answered the Defendants Discovery; however, the Defendants have not provided any material fact or basis for their statements or affidavits in their responses. The Defendants affidavits have contradictory statements throughout.
5. The Defendants have failed to meet the burden of proof on the Motion for Summary Judgment and the Motion should be dismissed and the case proceed.

State Tort Claims Acts, Construction & Interpretation

6. The South Carolina Tort Claims Act (SCTCA) governs all tort claims against governmental entities and is the exclusive remedy available in an action against a governmental entity or its employees. The SCTCA waives sovereign immunity while also providing specific, enumerated exceptions limiting the liability of the state and its political subdivisions in certain circumstances. One such exception to the waiver of immunity is found in *S.C. Code Ann. § 15-78-60(4) (2005),* which states the

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government is not liable for loss resulting from the government's failure to enforce a statute. *S.C. Code Ann. § 15-78-60(4) (2005)*

Subcontractors & Subcontracts, Surety Bonds

7. A claim for violation of the *Subcontractors' and Suppliers' Payment Protection Act, S.C. Code Ann. § 29-6-250 (Supp. 2008)*, can be brought as a tort.
8. The elements of a tort are (1) duty, (2) breach of that duty, (3) proximate causation, and (4) injury. A tort occurred and damages as a cause of Defendants actions. These issues should go to a trier of fact and evidence.

Negligence, Gross Negligence

9. Gross negligence is the intentional, conscious failure to do something which one ought to do or the doing of something one ought not to do. Gross negligence is a relative term which means the absence of care that is necessary under the circumstances. It connotes the failure to exercise a slight degree of care. Gross negligence is the failure to exercise slight care. Where a person is so indifferent to the consequences of his conduct as not to give slight care to what he is doing, he is guilty of gross negligence. Gross negligence involves a conscious failure to exercise due care. Gross negligence is a mixed question of law and fact and should be presented to the jury. *Staubes v. City of Folly Beach, 331 S.C. 192*
10. This Court has recognized a "public importance" exception to mootness holding that "an appellate court may decide questions of imperative and manifest urgency to

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establish a rule for future conduct in matters important to public interest." *Curtis v. State, 345 S.C. 557, 549 S.E.2d 591 (2001)*. The determination whether a suit raises "questions of imperative and manifest urgency" must be decided on an individual basis. In this case, the Court of Appeals focused not on the standard for invoking this exception ("questions of imperative and manifest urgency"), but instead on the label applied to it ("matter of important public interest"). In seeking to define important public interest for purposes of applying this exception, the Court of Appeals relied upon one of its decisions which held that, for purposes of determining taxpayer standing, "the expenditure of public funds pursuant to a competitive bidding statute is of immense public importance." *Sloan v. School Dist. Of Greenville County, 342 S.C. 515, 537 S.E.2d 299 (Ct. App. 2000)* Relying upon this ruling, the court concluded "the competitive sealed bidding process is a question of public importance, both in the context of standing and in the context of [County's compliance with the procurement ordinance's requirement] of the written determination." *Sloan v. Greenville County, supra.*

Governments, Fiduciaries

11. All property held by a municipal / county is held in a fiduciary capacity. In the immediate case it is clear by more than a scintilla of evidence that the Defendants engaged in acts that caused damages to the Plaintiffs.

Standing

12. The Plaintiff is informed and believes he has standing to bring these causes of actions against the Defendants both in his capacity as an individual and as a taxpayer.

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13. The Plaintiff asserts he does have all the minimum requirements and has adequately pled the authority, duty, harm, damages, and other causes of action that arise from the Defendants and State agencies willfully violating South Carolina Law by entering contracts, or implied contracts for services that have a detrimental effect on him personally, and his business.

Justiciability, Standing

14. The principle is firmly settled in South Carolina that a taxpayer may maintain an action in equity, on behalf of himself and all other taxpayers, to restrain public officers from paying out public money for purposes unauthorized by law. *Sloan v. Sch. Dist., 342 S.C. 515*

15. A court may confer standing upon a party when an issue is of such public importance as to require its resolution for future guidance (see Id. *Sloan v. Greenville*)

16. In the *Mauldin v. City Council, 33 S.C. 1, 11 S.E. 434 (1890),* the South Carolina Supreme Court examined the issue of taxpayer standing. In Maudlin, taxpayers challenged the purchase of an electric plant by the city council as ultra vires, claiming the purchase increased their tax burden. (*See Id. at 15, 11 S.E. at 434*). The Court explained how taxpayers differ from other members of the general public and how taxpayers suffer harm from ultra vires acts. (*See Id. at 18-21, 11 S.E. at 435-36*) The Maudlin court stated: *"The injury charged as the result of the acts complained of is a private injury in which the tax-payers of the county . . . are the individual sufferers, rather than the public. The people out of the county bear no part of the burden; nor do*

the people within the county, except the tax-payers, bear any part of it. It is therefore an injury peculiar to one class of persons, namely the tax-payers of the county . . . ."(See id. at 20, 11 S.E. at 436) (quoting Newmeyer v. Missouri & Miss. R.R. Co., 52 Mo. 81 (1873)). The Court held the taxpayers were "not the whole public, but comparatively a small part of it." (*See id. at 18, 11 S.E. at 435*) The taxpayers constitute a class specially damaged by the alleged unlawful act," and therefore have "a special interest in the subject-matter of the suit, distinct from that of the general public." (*See id. at 19, 11 S.E. at 436*) (quoting *Mayor and City Council of Baltimore v. Gill, 31 Md. 375, 394 (1869)*).

17. A taxpayer's standing to challenge unauthorized or illegal governmental acts has been repeatedly recognized in South Carolina. In *Sligh v. Bowers, 62 S.C. 409, 40 S.E. 885 (1902)*, taxpayers of a school district challenged the school district's plan to relocate a school building. The taxpayers alleged "all expenditures of the public money [on the new school] are without lawful authority."(*See id. at 411, 40 S.E. at 886*) The taxpayers' standing to challenge the allegedly illegal expenditures was not in question, but the South Carolina Supreme Court, quoting the United States Supreme Court, held: "This is an unlawful use of the public funds, which the court, in the exercise of its equitable powers, will enjoin." In *Crampton v. Zabriskie*, Mr. Justice Field used this language: "Of the right of resident taxpayers to invoke the interposition of a court of equity to prevent an illegal disposition of the moneys of the county . . . there is at this day no serious question." (*See id. at 413, 40 S.E. at 887*) (citation omitted) (quoting *Crampton v. Zabriskie, 101 U.S. 601, 609, 25 L. Ed. 1070 (1879)*. In *Kirk v. Clark, 191 S.C. 205, 4 S.E.2d 13 (1939)*, a bondholder sued the County Board of Commissioners

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and the Treasurer of Chesterfield County to enjoin the mis-application and diversion of tax funds collected for the payment of his bonds. Although the plaintiff had standing as a bondholder, the South Carolina Supreme Court stated, "The principle is firmly settled in this State that a taxpayer may maintain an action in equity, on behalf of himself and all other taxpayers, to restrain public officers from paying out public money for purposes unauthorized by law." (*See id. at 210, 4 S.E.2d at 15*) Plaintiff , Craig Molloy has taxpayer standing.

18. In *Brown v. Wingard, 285 S.C. 478, 330 S.E.2d 301 (1985)*, the plaintiff taxpayers sued the Mayor and City Council of Greenwood for illegally reimbursing expenses incurred at a convention. The defendants questioned the taxpayers' standing to bring the action. Holding the taxpayers had standing, the Supreme Court confirmed that taxpayers "have an interest in seeing that city officials disburse funds in a lawful manner." (*See id. at 480, 330 S.E.2d at 30*)

19. Plaintiff believes and will demonstrate through Defendants own internal emails and documents that reimbursements to their "in house" DSN / Pals program have been discussed and acknowledged by the Defendants themselves. The actions of various BC employees who are indebted to the taxpayers of Beaufort County and the State of South Carolina are to be good stewards of the taxpayer funds and they have in fact been derelict of that responsibility. This includes Defendants named in this action. The Plaintiff believes and holds responsible all persons copied on the internal emails as responsible, while only a few named in this suit there are many not named who knew or should have known of the actions taken against the Plaintiff by the fact and information unfair, deceitful, illegal information exchanged in emails between BC employees.

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20. Many BC employees where copied on these emails and if in fact they do not read their emails they should not be employed by BC. Employees copied on these emails knew or should have known of the scheme, and in fact derelict of their responsibilities to taxpayers. In Bill Love's affidavit, he states, "BC had followed all guidelines with regard to the DSN program." Local business owners have stated they did not participate in this program **(See Affidavit 33)** furthermore, Bill Love acknowledges the DSN program requires audits be performed regularly throughout any given year. The Plaintiff received one audit which shows several deficiencies and issues. The failure of the BC to follow the letter of the law caused injury and irreparable harm to the Plaintiff, and his business.

Injury, Causation, Remedy

21. In response to Bill Love's affidavit *(See the email dated February 25, 2013)* from Craig Molloy to Mitzi Wagner, which includes her[Wagner] response stating "Federal Medicaid matches the contribution with three dollars for one dollar spent." ***(See Exhibit 1)*** *(See BCDSN Meeting minutes from February 16, 2016)* by Erin Womack stating, (an invited guest of Bill Love to this meeting) "SCDSN came up with a great way for us to make money. For every dollar, there are three dollars and a total of four that come back from the state." ***(See Exhibit 2)*** This is the real reason for the dismantling of the Plaintiff's contractual agreement with BC. BC was not equipped to fulfill the requirements that a janitorial business requires on a daily basis.
22. The requirements for RFP 3910-1120221 specify five days per week service. ***(See Exhibit 3)*** *(See DSN/PALS proposal of 6/18/2012 (due date for this RFP was 3/22/2012)* and their notations of areas of where they[DSN/PALS] could not provide

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adequate service – this disqualifies DSN/PAL'S under procurement rules and in Mr. Thomas affidavit he[Thomas] fails to mention the later date or the increased cost to taxpayers of $95,000. just a few months later. ***(See Exhibit 33)*** See DSN/Pals specification at lesser days per week of service– giving them a clear advantage in cost savings over other bidders. ***(See Exhibit 4)*** In addition, see Mr. Thomas statements about the "minimum specifications required" and DSN / PALS bid shows less than minimum. ***(See Exhibit 33)***

Mr. Thomas also fails to mention the later submission date of DSN/Pals bid found in the following ***(See Exhibit 4)***

23. The RFP pricing page from DSN submitted on 7/25/2012 (late) shows an increase in billing from the original RFP submitted 6/18/2012 (also late). Which reveals a sudden increase from $52,000 on 6/18/2012 to $95,151 on 7/25/2012. ***(See exhibit 5)***

24. In contrast to Mr. Thomas' affidavit P22 statements, DSN/PALS was essentially in house, Beaufort County wasted significant taxpayer money to go through the steps of a regular procurement and have DSN/PALS submit proposals, and many executive meetings, even going so far as to have County Council vote on and sign an official award document as they would any outside bidder. ***(See Exhibit 6)*** for the DSN/PALS program signed by members of Beaufort County Council. Note in this document the selection committee consisted of Mitzi Wagner – the Director of DSN and Shannon Loper – PALS employee / Fiscal Tech., who were instrumental in the formation of the DSN program. In addition, both Loper and Wagner attended pre-bid meetings specifically for the Plaintiff where he was asked to discuss, explain, and provide information about his proposal and work plan in detail.

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25. Mr. Dave Thomas email an attachment that is named "changes to DSN contract" This document is in fact a "text edit" document stating Dave Thomas email as the source. see ***(See Exhibit 19).*** This document was exclusive to DSN / PALS only. This document was not meant for other bidders to see. The actions of BC gave unfair advantage to DSN/PALS, and no one else.

26. Per SC Procurement Laws, Beaufort County Purchasing Ordinance, Division 4, Purchasing ***(See Exhibit 7)*** the RFP award to DSN/PALS violates at minimum sections (2-503, 2-504, 2-505(b), 2-506, 2-507, 2-510, 2-515, 2-516, 2-524, 2-532 **(Bid was Anti-Competitive)** 2-553.) BC violated the Anti-competitive laws, according to *South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 to -160 (1991),*

27. Mr. Love and Mr. Thomas' affidavits are factually untrue regarding savings to the taxpayers and in fact complete contradiction of truth, Defendant have provided NO basis or evidence showing their statements are a best option for taxpayers. (***See Exhibit 32 & 33).***

28. The RFP award to Carolina Cleaning ***(See Exhibit 8)*** on September 7, 2010 saved BC and the taxpayers more than $1,000,000. BC already had a contract in place that was the best option for cost benefits for the taxpayers from a tried and true contractor under the 2010 RFP, Carolina Cleaning.

29. For Beaufort County to propose and implement a cleaning program using disabled persons as an avenue "cost benefit to Tax Payers" is not feasibly possible and will be demonstrated through Industry consultants and professionals including those who work in and with disabled programs.

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30. Plaintiff is in favor and does not begrudge individuals or organizations utilizing these programs to increase and enhance the life value of disabled persons and Plaintiff is prepared and will demonstrate personal and family support to further this belief.
31. The Plaintiff is not in favor of having a contract dismantled unnecessarily by illegal means when an awarded contract by a proven contractor has already demonstrated a willingness to be fair and just. BC "dismantled already contracted work and "sold to the taxpayers" what BC believed to be better and cost efficient is an injustice, and a disservice to the taxpayers of Beaufort County, and the State of South Carolina.
32. When evidence of wrongdoing, ill intentions, deceit, falsified documents, altering specifications in a an RFP, sharing documents, by and with persons who have no knowledge how to operate a janitorial business or have been involved with this RFP for services or such a program "or a business" highlights the incompetence of the BC Executives, and employees involved. The actions of BC lack Common Sense! So, there must be a "silver lining." The silver lining being, the three dollars for one dollar through Medicaid. The MONEY from Medicaid is the enticement that places Beaufort County and its DSN Department and Beaufort County Employees and Executives in this position and suit.
33. BC Attorney Josh Gruber changed an ordinance to place himself in the sole decision making position for the DSN programing, removing power form the DSN Board, often made up of the most qualified persons with a connected interest in these programs. The following contracts will highlight the deceptive activity of the BC council, and the lengths for which they went to destroy the Plaintiffs' business.

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2010 Contract #3910/100566

34. Mr. Thomas refers to an effort to reduce all contracts by 10% ***(See Exhibit 9).*** BC did not request this 10% deduction from me rather they demanded the 10% deduction. Mr. Rich Hineline with the BC Procurement Dept. and Mr. Mike Dunn with BC Finance Dept. told me that I would not receive payment on my current invoices until I signed this 10% reduction, therefore extorting not requesting the 10% reduction.
35. Mr. Thomas' comments of BC re-contracting for janitorial services to save money and provide better service is in direct contrast to his statements in the contract change order which says "this is absolutely no reflection of your work, however a cost-cutting measure." Change order was dated December 12, 2012. ***(See Exhibit 10)*** In addition, this contrasts with Carolina Cleaning's award ***(See Exhibit 8)*** to save the taxpayers $1,000,000. Mr. Thomas statements are direct contradictions from previous statements. ***(See Exhibit 10)*** and ***(See Exhibit 20)*** The contradictions continue throughout the remaining contracts held by the Plaintiff, Carolina Cleaning.

RFP #3910/120221 (Locations North of the Broad and DNA Lab)

36. Mr. Thomas makes statements in his affidavit regarding the DSN award of $52,026 in comparison to Carolina Cleaning's proposed price of $88,680, however Mr. Thomas fails to refer to DSN's secondary pricing page turned in late of $95,151. ***(See Exhibits 5 & 6)*** Continually, BC claims that by utilizing DSN/PALS, was a cost savings to

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taxpayers, at the expense of the Plaintiff, and the Plaintiff's business, Carolina Cleaning.

37. In fact, persons with Beaufort County, involved with arranging and planning these RFP's for facilities held by Carolina Cleaning, for bid were derelict and incapable of deciphering that several buildings listed in the initial RFP document were awarded to Carolina Cleaning in their 2010 contract - for example: the Booker T. Washington, Dale Center Burton Wells Gym and Senior, Bluffton Gym, Buckwalter Gym, and Green Shell Park.

38. Shortly noticed a new RFP document was released with several facilities removed, however, Dale Center and Booker T. Washington center were still included – and the RFP was bid – but still incorrect.

39. The fact that these 2010 contracted facilities were on this initial 2012 RFP, then removed, from a secondary document a few weeks later for a revised RFP, and then ultimately removed from the Plaintiff later via the formation of the DSN/Pals program under the a bidding scheme shows the intentional deception and premeditated nature by BC personnel, including the Procurement Director, County Executives, DSN/PALS employees and all who are copied on the emails.

RFP # 133020130215 (New St. Helena Library)

40. Beaufort County had no reason to contract for services for this facility or any other during the contract terms. BC had a contractual agreement with Carolina Cleaning, a tried and true long standing reputable professional contractor with a proven track record in business and in savings for South Carolina taxpayers.

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RFP # 14305 (New Contract)

41. Beaufort County had the responsibility to carry out the contract for which they signed in 2010 with Carolina Cleaning, a contractor that they had partnered with over a period of several years, to interrupt a 5-year contractual agreement for monetary gain through illegal means. The Plaintiff provided to BC a proven success rate and the ability to save the taxpayers $1,000,000.00 dollars over the 5-year period.
42. Issues arise with new contracts, contracts are cumbersome and cover multiple geographical locations in and around Beaufort County. The contracts are costly to re-bid, and an RFP must be produced. Contractors need to be notified, facilities must be toured, measured, view scopes, and frequencies, etc.
43. Beaufort County employees are involved in preparing for RFP meetings, contractor meetings, tours, altering schedules for contractor visits to the facilities, to include more meetings for review, all of which are time sensitive and time consuming. Beaufort County employees are involved throughout the entire process. Due to the extensive time involved for the Beaufort County employees, and the Executives, it is negligent to utilize taxpayer funds in such a careless, carefree manner wrought with deceit, with intent to commit illegal ways to re-bid the contract even though the Beaufort County has an acceptable, and proven contractor who has been with Beaufort County for 15 years. The actions by Beaufort County is a disservice to the Plaintiff, and a waste of taxpayer funds.

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44. Examples of the Size and Scope for the Contractor

a.) The geography reach is from Hilton Head to Booker T. Washington, to Fripp Island, and Burton, to include several areas in-between. This is a massive undertaking to schedule supply deliveries.

b.) Trips weekly to these locations, and the scheduling of personnel to include deliveries of specialty items is no small task.

c.) There are approximately 250 keys, locks, and buildings that need to be changed (example: one building has 70 keys.)

d.) There is an extensive amount of equipment to transport in, out, and around, not to mention the maintenance involved to keep the equipment in working order.

e.) There are more than 2300 toilets, several thousand paper product dispensers. Some different types – all needing to be accounted for and kept in operating condition.

f.) The multiple different buildings make up is vastly different, which provides challenges as well, some are new, yet, most are old and in need of some "new" touches.

g.) Specialty services are additional challenges: i.e. carpets – of all types, hard floors – of all types and ages, windows / frames that are old and leaking. Tile in bathrooms are cracked and discolored. This is just to give a range of challenges that demonstrate the benefit having a Contractor familiar with the facilities, also having the right contacts to the labor force in the community.

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45. Plaintiffs' company had been through the 9/11 time frame where his company provided services for BC and other Government agencies including USCB, Tech College, all Military bases in our area including from time to time, NCL. Hunter and Ft. Stewart in Ga. In addition, they cleaned the airports for BC where the ever-changing Homeland Security requirements were stringent for all their employees and including the company owners who were all regularly FBI and Homeland security background checked and fingerprinted.

46. Plaintiff has employed more than 1500 people during their 23 year span in Beaufort County where ALL employees were hired local and promoted from with-in.

Response to the Defendants use of Confidential Information or engage in Bid Rigging or Misconduct about the RFP's at issue.

47. Plaintiff believes that the Defendants utilized confidential information for the purpose of bid rigging and misconduct. (See email dated 6/28/2012 from Dave Thomas to Mitzi Wagner, Shannon Loper and John Donahue). ***(See Exhibit 11).*** In this email, Dave Thomas makes statements about the scope of work areas (monthly requirements) that DSN are not equipped to handle. Note the statement made by Mr. Thomas "after reviewing the DSN proposal and dropping the requirements". These statements are violations of SC Procurement laws. ***(See Exhibit 7)***

48. On 12/6/2011 Carolina Cleaning sent an email to Bryan Hill and Mark Roseneau with an attachment showing specific proprietary operational breakdown of man hours. ***(See Exhibit 12)*** This information was never provided in any of my bid packages. This document was only used for discussion purposes in a meeting with Mark Roseneau and Dave Thomas (also emailed to Bryan Hill who did not attend the meeting). This same

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document (Carolina Cleaning's proprietary information) was later returned to Plaintiff via. FOIA as part of DSN's 2012 proposal.

49. Regarding the scope of work in the 2012 RFP, all the vendors did receive the same "minimum requirements". Please note the PALS/DSN proposal quoting lesser frequencies below the minimum, which is a direct procurement violation and would disqualify them immediately. ***(See Exhibit 7).***

50. Please note comments in the email from Dave Thomas to Alicia Holland and Mark Roseneau on 12/10/2012 – "the scope of work from the original contract was changed by PALS to drop the price." ***(See Exhibits 13 & 14)***

51. Plaintiff believes these actions are a direct procurement violation. ***(See Exhibit 4).*** Please note emails on 9/28/2012 from Mitzi Wagner to Shannon Loper and CC'd to Dave Thomas stating "the cost is a little higher" for DSN. ***(See Exhibit 15 & 16).*** This statement was made to clarify that the DSN pricing was higher to clean the Bluffton Gym than what BC was already paying under contract to Carolina Cleaning. This was not a cost benefit to the taxpayers.

52. See email where Mitzi Wagner references to highlighting changes to the services that DSN cannot provide. ***(See Exhibit 16)*** This is a procurement violation. ***(See Exhibit 7).*** On 12/5/2012 an email from Alicia Holland to Shannon Loper stating "the cost is a little higher" Not the best option for the taxpayers. ***(See Exhibit 17)***

ARGUMENTS

COUNT ONE: Response to Defendants claim on Procurement Process

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53. Defendants colluded amongst each other for the purpose of dismantling Plaintiff's contract. In the email dated 6/28/2012 from Dave Thomas to Mitzi Wagner, Shannon Loper and John Donahue. ***(See Exhibit 11).*** In this email, Dave Thomas makes statements about the scope of work areas (monthly requirements) that DSN cannot handle. Please note the statement made by Mr. Thomas "after reviewing the DSN proposal and dropping the requirements". ***(See Exhibit 14)*** Additionally, another email attachment is a "text edit" type that has been identified to Mr. Dave Thomas's computer system and used to alter the specs. and requirements for DSN/Pals program and for the 2012 RFP which DSN/Pals program only received these favorable changes, where in fact DSN/PALS was awarded this RFP. ***(See Exhibit 19)***
54. These actions are violations of SC Procurement laws. ***(See Exhibit 7)*** These favorable changes are referenced throughout the email exhibits in conversations by Mr. Dave Thomas, Ms. Mitzy Wagner, Ms. Shannon Loper, with comments and copied to others. ***(See Exhibits 4, 11, 13, 12, 15, 16)***
55. On 12/6/2011 Carolina Cleaning sent an email to Bryan Hill and Mark Roseneau with an attachment(s) showing specific proprietary operational breakdown of man hours specifically developed for internal use for Carolina Cleaning by the Plaintiff. ***(See Exhibit 12)*** This information was never provided in any of my bid packages, and was only used for discussion purposes in meetings with Mark Roseneau and Dave Thomas (also emailed to Bryan Hill who did not attend the meeting) to discuss possible alterations to the schedules after BC demanded a 10 % cut and further removal of contracted work at random. This document (Carolina Cleaning's proprietary information) was later returned to Plaintiff via FOIA as part of DSN's 2012 proposal.

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56. Regarding the scope of work in the 2012 RFP, all the vendors received the same "minimum requirements." However please note the DSN/PALS proposal states lesser frequency " than the minimum requirements" ***(See Exhibit 4)*** showing DSN/PALS proposal at less than the minimum requirements. This was allowed by and the direct responsibility of Procurement Director Mr. Dave Thomas which is a direct procurement violation ***(See Exhibit 7).*** Please note ***(Exhibit 26)*** which is an email attachment from Dave Thomas that "highlights" areas of changes in the RFP specifically for DSN /Pals and the attachment name is "DSN needs changed for contract"

57. Additionally, note comments in the emails from Mr. Dave Thomas to Alicia Holland and Mark Roseneau on 12/10/2012 – "the scope of work from the original contract was changed by PALS to drop the price" ***(See Exhibits 13 & 14)*** These are direct intentional procurement violations. ***(See Exhibit 4)*** Please note emails on 9/28/2012 from Mitzi Wagner to Shannon Loper and CC'd to Dave Thomas stating "the cost is a little higher" for DSN. ***(See Exhibit 15 & 16).*** This statement was made to clarify that the DSN pricing was higher to clean the Bluffton Gym than what BC was already paying under contract to Carolina Cleaning. This was not a cost benefit to the Taxpayers. Procurement laws provide for the basis of doing business in "good faith", by which BC committed several violations in the gross injustice, and gross negligence against the Plaintiff, Carolina Cleaning.

1. **19-445.2025.** Authority to Contract for Certain Services. Subject to the provisions of the Procurement Code, Section 11-35-1270 shall be implemented in the following manner: A governmental body needing to procure any professional services that are not provided for in the purchasing provisions of the Code or these Regulations and which

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are customarily procured on a fee basis rather than by competitive bidding shall have the authority to do so up to the certified dollar limit assigned to that agency as per the requirements of Regulation 1919-445.2020. For procurement of professional services on a fee basis which exceed the certified dollar amount, the governmental body shall forward requests for professional services needs to the appropriate Chief Procurement Officer (i.e., Materials Management Officer, the State Engineer, or the Information Technology Management Officer) for processing.

2. **19-445.2030. Competitive Sealed Bidding the Invitation for Bids.**

The invitation for bids shall be used to initiate a competitive sealed bid procurement and shall include the following, as applicable:

(1) instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the individual to whom the bid is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance by the State, and any other special information;

(2) the purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description;

(3) the contract terms and conditions, including warranty and bonding or other security requirements, as applicable; and

(4) instructions to bidders to visibly mark as "confidential" each part of their bid which they consider to be proprietary information. Bidding time will be set to provide bidders a reasonable time to prepare their bids. A minimum of seven (7) days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined in

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writing by the Chief Procurement Officer or the head of the governmental body or his designee.

3. **19-445.2030. Competitive Sealed Bidding the Invitation for Bids.**

The invitation for bids shall be used to initiate a competitive sealed bid procurement and shall include the following, as applicable:

(1) instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the individual to whom the bid is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance by the State, and any other special information;

(2) the purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description;

(3) the contract terms and conditions, including warranty and bonding or other security requirements, as applicable; and

(4) instructions to bidders to visibly mark as "confidential" each part of their bid which they consider to be proprietary information. Bidding time will be set to provide bidders a reasonable time to prepare their bids. A minimum of seven (7) days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined in writing by the Chief Procurement Officer or the head of the governmental body or his designee.

4. **19-445.2045. Receipt and Safeguarding of Bids.**

A. Procedures Prior to Bid Opening.

All bids (including modifications) received prior to the time of opening shall be kept

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secure and, except as provided in Subsection B below, unopened in a locked bid box or safe. If an invitation for bids is cancelled, bids shall be returned to the bidders. Necessary precautions shall be taken to insure the security of the bid box or safe. Prior to bid opening, information concerning the identity and number of bids received shall be made available only to the state employees, and then only on a "need to know" basis. When bid, samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

5. **SECTION 11-35-30.** Obligation of good faith.

Every contract or duty within this code imposes an obligation of good faith in its negotiation, performance or enforcement. "Good faith" means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing.

6. **SECTION 11-35-40.** Application of Procurement Code.

(1) General Application. This code applies only to contracts solicited or entered into after the effective date of this code unless the parties agree to its application to a contract entered into prior to its effective date.

(2) Application to State Procurement. **This code applies to every procurement or expenditure of funds by this State under contract acting through a governmental body as herein defined irrespective of the source of the funds, including federal assistance monies, except as specified in Section 11-35-40(3)** (Compliance with Federal Requirements) and except that this code does not apply to gifts, to the issuance of grants, or to contracts between public procurement units, except as provided in Article 19 (Intergovernmental Relations). It also shall apply to the disposal of state supplies as

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provided in Article 15 (Supply Management). No state agency or subdivision thereof may sell, lease, or otherwise alienate or obligate telecommunications and information technology infrastructure of the State by temporary proviso and unless provided for in the general laws of the State.

(3) Compliance with Federal Requirements. Where a procurement involves the expenditure of federal assistance, grant, or contract funds, the governmental body also shall comply with federal laws (including authorized regulations) as are mandatorily applicable and which are not presently reflected in this code. Notwithstanding, where federal assistance, grant, or contract funds are used in a procurement by a governmental body as defined in Section 11-35-310(18), this code, including any requirements that are more restrictive than federal requirements, must be followed, except to the extent such action would render the governmental body ineligible to receive federal funds whose receipt is conditioned on compliance with mandatorily applicable federal law. In those circumstances, the solicitation must identify and explain the impact of such federal laws on the procurement process, including any required deviation from this code.

SECTION 11-35-310. Definitions.

7. Unless the context clearly indicates otherwise: "Political subdivision" means all counties, municipalities, school districts, public service or special purpose districts. http://www.scstatehouse.gov/code/t11c035.php?fwtext=procurement%20code

58. The South Carolina Code for Procurement provides strict guidelines in regards to acquisition of bid for government, counties, municipalities, school districts, public service or special purpose districts. The BC under procurement process code is required and obligated to act in "good faith", ***SECTION 11-35-30.*** *Obligation of good*

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faith. Every contract or duty within this code imposes an obligation of good faith in its negotiation, performance or enforcement. "Good faith" means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing. The evidence presented demonstrates that the BC defendants failed in the negotiations, and in performance of their duties under the law. Defendants failed to act in "good faith", which caused irreparable harm, and damages to the Plaintiff.

COUNT TWO: Response to Defendants claim on Expressed Language 2010 Contractual Agreement:

59. The Plaintiff believes that the Defendants Breached the Contract by stringing the Plaintiff along while the BC was reworking the contract. The Defendants used confidential information of the Plaintiffs to unjustly enrich themselves and to breach the contract. This was done in an intentional and schematic way that interfered with Plaintiff's potential contract relating to the sale of his business. In addition, Defendants caused other contacts to deter as the employment of personnel was so affected by Defendants actions that it disrupted other business held by the Plaintiff's company. Defendants stated that the contractual agreement could terminate with a 60-written notice. Plaintiff did not receive a written notice of termination. BC stated, cost cutting was the purpose behind the 2010 contractual dismantling, however, evidence presented refutes this statement. ***(See Exhibit 33)*** Therefore, the Summary Judgment must be dismissed.

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COUNT THREE: Response to Defendants claim on Awarding Procurement Process.

60. Defendants claim that Carolina Cleaning claim regarding the awarding of the procurement process fail as a matter of law. Plaintiff believes the meetings between the Plaintiff, and BC, where BC inquired of the internal workings of the Plaintiffs' business is the direct link to the violation of procurement law, and the awarding of the procurement process. South Carolina Code **SECTION 11-35-30.** Obligation of good faith. States. *Every contract or duty within this code imposes an obligation of good faith in its negotiation, performance or enforcement. "Good faith" means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing.* Defendants failed to act honestly, in the scope of their duties and dealings with the Plaintiff, which caused irreparable harm and damage to the Plaintiff and the Plaintiffs business. Defendant's further claim the Plaintiff failed to file a protest of the RFP 3910/120221. Plaintiff was under a contractual agreement,

COUNT FOUR: Response to Defendants claim on Beaufort County Procurement Code

61. Beaufort County needed to gain information on how to set up and arrange a cleaning operation. Thus the 2011 meeting where Plaintiff is asked to provide operation documents and detailed description regarding their work, which was used and discussed in confidence for operational meetings, including the attachment to email to Mr. Bryan Hill. This attachment in some form provided man hours and other information about Plaintiff's operations with BC. Afterwards the initial 2012 RFP was sent out and on tis RFP was several of the awarded locations already on Plaintiff's 2010 contract ***(See Exhibit 37)***

62. **SECTION 11-35-410.** Public access to procurement information.

(A) Procurement information must be a public record to the extent required by Chapter 4, Title 30 (The Freedom of Information Act) with the exception that commercial or financial information obtained in response to a request for proposals or any type of bid solicitation that is privileged and confidential need not be disclosed.

(B) Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information include:

(1) customer lists;

(2) design recommendations and identification of prospective problem areas under an RFP;

(3) design concepts, including methods and procedures

(4) biographical data on key employees of the bidder.

63. Plaintiff immediately alerted BC that this RFP included several facilities already awarded to his company. Beaufort County Procurement attempted to correct this by placing a new 2012 RFP removing "some" of the buildings already awarded to Plaintiff, but not all. Booker T Washington and Dale Center were still on the new revised RFP also and under contract in Plaintiff's 2010 award. This shows the underlying intention and that the eventual intentions of BC was to eventually remove these buildings, which is exactly what happened (after the 2012 award to DSN/PALS) all of these buildings were eventually removed along with BC had premeditated intentions to dismantle the Plaintiff's contract – and did just that.

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64. Therefore, the Newly revised 2012 RFP went out to bidders, the contract bidders were not aware that DSN/PALS was going to be a competitor. In fact, No DSN/PALS personnel attended the 2012 pre-bid meeting – therefore they produced a bid being completely in the dark, except for the fact they could submit this bid 3 months late allowing them to view the competitors sealed bids after being opened. **SECTION 11-35-410 (C)** For all documents submitted in response or with regard to a solicitation or other request, the documents need not be disclosed if an award is not made.[c] **SECTION 11-35-50.** Political subdivisions required to develop and adopt procurement laws. All political subdivisions of the State shall adopt ordinances or procedures embodying sound principles of appropriately competitive procurement no later than July 1, 1983. The State Fiscal Accountability Authority, in cooperation with the Procurement Policy Committee and subdivisions concerned, shall create a task force to draft model ordinances, regulations, and manuals for consideration by the political subdivisions. The expenses of the task force shall be funded by the General Assembly. The task force shall complete its work no later than January 1, 1982. A political subdivision's failure to adopt appropriate ordinances, procedures, or policies of procurement is not subject to the legal remedies provided in this code. BC under Section 11-35-50, must comply with appropriate ordinances, procedures or policies. BC awarded the 2010 Contract to the Plaintiff, immediately after awarding the contract, BC began to dismantle the contract. The timeline of events reveal that BC in conjunction with DSN/PALS needed to alleviate a budget issue, yet documents show that DSN/PALS was not cost effective to taxpayers, undeniable Procurement Violation. ***(See Exhibit 7)***

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65. Plaintiff further believes that the Defendants actions, calculating, with the sole purpose to make money by scamming Medicaid to make money for Beaufort County to alleviate budget issues. Defendants failed to act in "Good Faith". South Carolina Code **SECTION 11-35-30.** Obligation of good faith. States. *Every contract or duty within this code imposes an obligation of good faith in its negotiation, performance or enforcement. "Good faith" means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing.*

COUNT FIVE: Response to Defendants claim on Tort Claim Statute of Limitation

66. The Defendants systematically dismantled Plaintiff's contract in the mean time stringing him along by asking him to provide ideas to re-arrange the work dismantled and telling him they would meet to discuss ideas etc. Plaintiff provided several options for solutions favorable to all parties including Beaufort County and the Tax Payers. All meetings ended with a promise of another meeting to discuss a solution. Mr. Dave Thomas repeatedly told Plaintiff that Bryan Hill or Gary Kubic were the only ones to give an approval although invited, neither of them attended any meetings.

67. Defendant and Plaintiff had a 15 year working relationship, the Plaintiff trusted the Defendant and at the time did not know of any of the ensuing internal emails going around which evidence the ill intentions of the Defendants unfair dealings and intentions regarding Plaintiff's contract. Internal emails obtained through FOIA show the actions and intentions of BC were to not be fair and equitable. ***(See Exhibits 11,12,13,15,16,17,19)*** Plaintiff could not have known as he was not privy to these until after he received them via. FIOA and then the puzzle and BC's intentions showed forth.

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68. Plaintiff could have never known of these items until after receiving FOIA which consists of internal BC emails which of course Plaintiff would not have access unless through FOIA. At which point the violations were clearly revealed within the internal BC emails and the conversations and statements of the BC employees and executives. **SECTION 15-3-530.** of the South Carolina Code Three years.

Within three years:

(1) an action upon a contract, obligation, or liability, express or implied, excepting those provided for in Section 15-3-520; South Carolina Torts Claim Act states the following:

69. **SECTION 15-78-20.** Liability for acts or omissions under this chapter is based upon the traditional tort concepts of duty and the **reasonably prudent person's standard of care** in the performance of that duty. The definition of **Reasonable**: *Suitable; just; proper; ordinary; fair; usual. The term reasonable is a generic and relative one and applies to that which is appropriate for a particular situation. In the law of Negligence, the reasonable person standard is the standard of care that a reasonably prudent person would observe under a given set of circumstances. An individual who subscribes to such standards can avoid liability for negligence. Similarly, a reasonable act is that which might fairly and properly be required of an individual.* West's Encyclopedia of American Law, edition 2. ***Reasonable defined*** *(of a person) having sound judgment; fair and sensible.* **Prudent**: *acting with or showing care and thought for the future. "no prudent money manager would authorize a loan without first knowing its purpose"*

SECTION 15-78-60. Exceptions to waiver of immunity.

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(17) employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, intent to harm, or a crime involving moral turpitude.

69. Defendants in this case believe they acted within the scope of their duties, however, the evidence presented demonstrates that BC defendants acted outside the scope of their duties. Utilizing personal emails to discuss government business, failure to investigate legitimate claims of assault, as seen by the overwhelming evidence. The intent to commit harm to the Plaintiff is and was the clear intent of the BC defendants in this case. Awarding RFP's and systematically took the contracted business from the Plaintiff to give to the DSN caused irreparable harm and damages to the Plaintiff.

COUNT SIX: Response to Defendants claim that the claim is Facially Defective

70. Facts and evidence that support the Causes of Action Plead in the Amended Summons and Complaint; Plaintiff has received emails and clear evidence showing violations of Procurement And all claims..... ***(See Exhibits 1-37)***

COUNT SEVEN: Response to Defendants claim on Breach of Contract See above and below that demonstrates genuine issue of material fact.

71. **South Carolina** recognizes the tort of intentional **interference** with prospective **contractual relations**. The elements of the cause of action are (1) the intentional **interference** with the plaintiff's potential **contractual relations**, (2) for an improper purpose or by improper methods, and (3) causing injury to the plaintiff. As an alternative to establishing an improper purpose, the plaintiff may prove the defendant's method of **interference** was improper under the circumstances.

72. Plaintiffs sale of business—after they started dismantling contract it interference with the sale and then future sale.

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COUNT EIGHT: Response to Defendants claim on Fraud

73. The Defendants using internal emails, and personal emails obtained through FOIA reveal a plan of action to dismantle the Plaintiffs contractual agreement with BC. In order to establish a claim for **fraud**, a plaintiff must establish the following **elements**: a representation; its falsity; its materiality; knowledge of its falsity or a reckless disregard of its truth or falsity; intent that the representation be acted upon; hearer's ignorance of its falsity; hearer's reliance on its truth; hearer's right to rely; and hearer's consequent and proximate injury. Each and every one of these **elements** must be proven by clear, cogent, and convincing evidence.

74. The Defendants were acting and committing actual fraud, with malice, and intent to commit harm, and a blatant crime involving moral turpitude when they awarded the contract, and immediately without provocation dismantled the 2010 contract, utilizing Medicaid to obtain three dollars for one dollar. The emails of BC Executives, and employees showed clear intent to defraud the Medicaid program in order to alleviate budget issues. All Defendants were acting in the scope of their duties and must be held liable. As a result, Plaintiff is entitled to the dismissal of the Summary Judgment.

COUNT NINE: Response to Defendants claim Interference with Contract Claim

75. A contract, under **South Carolina** case law, is defined as an obligation which arises from actual agreement of the parties manifested by words, oral or written, or by conduct. If agreement is manifested by words, the contract is said to be express. If it is manifested by conduct, it is said to be implied. In either case the parties must manifest a mutual intent to be bound. Without the actual agreement of the parties, there is no

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contract. *Stanley Smith & Sons v. Limestone Coll., 283 S.C. 430, 322 S.E.2d 474, 477 (S.C. Ct. App. 1984)* "The essentials of a contract [thus] include an offer and acceptance." *Benya v. Gamble, 282 S.C. 624, 321 S.E.2d 57, 60 (S.C. Ct. App. 1984); see also Hodge v. Nat'l Fid. Ins. Co., 221 S.C. 33, 68 S.E.2d 636, 639 (S.C. 1952)* ("Regardless of which party makes the offer or proposal, its acceptance by the other is necessary to the creation of the contract."). In this case, Greenfield points to four pieces of evidence, which he believes demonstrate the formulation of a binding agreement.

COUNT TEN: Response to Defendants claim on Unjust Enrichment

76. Under **South Carolina** law, "quantum meruit, quasi-contract, and implied by law contract are equivalent terms for an equitable remedy." *Myrtle Beach Hosp., Inc. v. City of Myrtle Beach, 341 S.C. 1, 532 S.E.2d 868, 872 (S.C. 2000)*. Obtaining this remedy requires Greenfield to show (1) he conferred a benefit upon Erwin-Penland and the third-party defendants, (2) they realized some value from the benefit, and (3) it would be inequitable for Erwin-Penland and the third-party defendants to retain the benefit without paying Greenfield its value. See *Gignilliat v. Gignilliat, Savitz & Bettis, L.L.P., 385 S.C. 452, 684 S.E.2d 756, 764 (S.C. 2009); Sauner v. Pub. Serv. Auth. of S.C., 354 S.C. 397, 581 S.E.2d 161, 167 (S.C. 2003)*.

COUNT ELEVEN: Response to Defendants claim on SCUPTA

77. An **unfair** or deceptive act or **practice** that affects only the parties to a **trade** or a commercial transaction is beyond the embrace of the **South Carolina Unfair Trade Practices** Act, *S.C. Code Ann. § 39-5-10 et seq.* To be actionable under the Act, the **unfair** or deceptive act or **practice** in the conduct of **trade** or commerce must have an

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impact upon the public interest. The Act is not available to redress a private wrong where the public interest is unaffected

COUNT TWELVE: Response to Defendants claim on Conspiracy

78. The direct and circumstantial evidence clearly and convincingly establishes the defaulting Defendants and others engaged in a civil **conspiracy** to perpetrate an ERISA health insurance scam the ultimate object of which was to specifically injure Plaintiffs. This conclusion is based upon direct documentary and testimonial evidence and upon circumstantial evidence in the record. The Court, in its role as finder of fact, from the direct evidence, has drawn inferences from the nature of the acts done, the relationship of the parties, the interests of the alleged conspirators and other circumstances in accordance with the evidentiary principles which applied to a claim of civil **conspiracy** set forth *in Island Car Wash, Inc. v. Norris, 292 S.C. 595, 600-01, 358 S.E.2d 150 (1987),* as follows: **Conspiracy** may be inferred from the very nature of the acts done, the relationship of the parties, the interests of the alleged conspirators and other circumstances. . . . Civil **conspiracy** is an act which is by its very nature covert and clandestine and usually not susceptible of proof by direct evidence; concert of action, amounting to a **conspiracy**, may be shown by circumstantial as well as direct evidence . . .And in order to establish a **conspiracy**, evidence, direct or circumstantial, must be produced from which a party may reasonably infer the joint assent of the minds of two or more parties to the prosecution of the unlawful enterprise. Proof showing concert of action in the commission of the unlawful acts, from which the natural or reasonable inferences arise that the acts were in furtherance of the common design of the alleged conspirators, is sufficient: at least to establish a *prima facie* case of **conspiracy** . .

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.Moreover, the field of admissibility of evidence is broadened in proof of **conspiracy** . . . In general, broad discretion and great latitude are permitted in the admission of circumstantial evidence tending to establish a **conspiracy** and to connect those advising, encouraging, aiding, abetting and ratifying the overt acts committed for the purpose of carrying into effect the objects of a **conspiracy**; the jury should have before them and are entitled to consider every fact w

COUNT THIRTEEN: Response to Defendants claim on Assault

79. In response to the assault on Plaintiff's son and the lack of action, responsibility and overall poor judgment by Beaufort County Executives and the Beaufort County Sheriff's office (specifically Detective Brian Baird who is the Head Investigator for BC) after this report is un nerving to say the least.

80. Plaintiff's son told of an incident that occurred, an assault, he re-told the story a few times to me with same reflections, so therefore I recorded it. He mentioned witnesses who were there, I contacted the parent of a witness, and asked that parent to ask his child what happened (without giving any significant detail to the parent) This parent returned my call and confirmed that his child told essentially the same story (using explicit language for 8-9 year olds, and describing specific actions) that would be disturbing for any parent. The other parent was convinced something happened, after talking with his son – and his son stating the same type and "specific" words, phrases and actions. This parent also made some calls on his own to people he knew and discussed this alleged assault. He confirmed to me "something happened".

81. In the meantime, Plaintiff called a Captain of BCSO (Toby McSwain) and played the audio for him. He suggested several different types of assaults occurred and described

this as bad. He also suggested that I report this incident and suggested I also notify Mr. Kubic. I scheduled a meeting with Mr. Kubic and only told him I was coming to tell him of an incident that occurred (I did not mention on the phone it was my son or any specifics) Detective Baird was already present when I showed up to meet with Mr. Kubic. ***(see exhibit 29)*** Also present when I arrived was (Mark Roseneau, BC Facilities Director - who has always been my point of contact with Beaufort County) Mark Roseneau was dismissed and left immediately.

82. Mr. Kubic also immediately excused himself and asked me to make any report I had to Det. Baird. I said very little and asked him to listen as I played the audiotape for Det. Baird. Det. Baird suggested to bring Mr. Kubic back in the room and play the audiotape for him which did occur, at which time both Mr. Kubic and Det. Baird took notes. ***(See Exhibits 18 & 29)***

83. Mr. Kubic mentioned and discussed that in situations like this a third-party investigation was warranted, and would take place. Mr. Kubic further mentioned an in-house investigation – I said I am sure you're going to look into this on your own – but I'm most interested in the third-party findings and want to hear what they find.

84. Mr. Kubic promised me the third party would be in touch and I would hear from them shortly and from him on the findings. I was told that I would be contacted by a third party. I was never contacted again by anyone about this again. I have spoken to Det. Baird a total of three times with in a two-week span after my report.

    a. At the time of report

    b. On the phone – when I called him a few days after the report,

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c. When I incidentally saw him at the sheriff's office while I was dropping off supplies (for cleaning the building)

85. After a week or so and no word from anyone about my report I called Det. Baird and he did not return my call. ***(See Exhibit 18 & 29)***

86. In the meeting, I mentioned the witness' name and my son names a few other people on the audio, to both Mr. Kubic and Det. Baird took notes. In Det. Baird's affidavit, he claims that I repeatedly refused to provide witness names. That is a false statement, and a contradiction to Det. Baird's affidavit and his email dated 4/1/2013 references several witnesses and the name in the subject line of the email. (***See Exhibit 18& 29)***

87. Additionally, in his affidavit, Det. Baird stated I repeatedly refuse to provide further information and witnesses to this incident, the witness's parent name is in the subject line. ***(See Exhibit 18 & 28)*** Please see the last paragraph from Mr. Baird's to Josh Gruber email that show contradicting statements affidavit ***(Exhibit # 18 & 29)*** about the parent of the witness whose name is listed in the subject line of emails. Mr. Baird's states I did not provide witness names.

88. The actions of Beaufort County and Beaufort County Sheriff's office with regards to this incident are extremely alarming and need to be addressed and clearly show no proper investigation ever took place. The lack thereof regarding an investigation leads to a possible cover up. An audio was played, revealing where a clear assault happened "confirmed by another law enforcement person" **(Toby McSwain)** on a 9-year-old in a Beaufort County facility by a Beaufort County Executive. Of course, I checked into this, as any parent would.

89. Beaufort Counties and the Sheriff's office actions are cause for great concern to any parent and for all citizens of Beaufort County. Other facts from internal BC emails and ***(See Exhibits 18 & 29)*** that were never intended to be seen by anyone outside BC.

90. Four days after my report Ms. Loper showed up at the witness's place of business. (she has never been to this person's place of business before and not since

91. The emails from Mr. Josh Gruber are addressed to and from personal email addresses of "Loper and Hill" about this incident.

92. Josh Gruber and Shannon Loper had no investigative responsibility and should have never known or been involved with this incident.

93. Mr. Baird's comments of not being involved, are contradictions, he states "I did not provide witnesses names; however witnesses are listed in the subject line of the emails where he referenced witnesses in these emails, and continued to be involved however told me he wasn't.

94. Det. Baird stating he repeatedly requested information, when he had and referred to the information in emails he claims I never gave him.

95. Det. Baird stating I refused to cooperate, in ***(See Exhibit 29)*** when actually he never returned my call ***(See Exhibit 18)***

96. Josh Gruber's repeated refusal to provide me with any additional information about this after eight to ten FOIA requests.

97. Josh Gruber's choice to use personal emails is not in line with any type of Investigation.

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98. A reporting parent being told a "third party" would investigate – did not happen and was never contacted again - by anyone – is certainly reason for continued suspicion and appear to be a cover up of this.

99. Mr. Hill moves out of the area a few months later.

100. In Conclusion the Defendants Motion should be dismissed and the case proceed forward to a trier of facts and evidence.

Respectfully Submitted:
s/ ***Lauren Martel***
Lauren L. Martel, Esquire
P.O. Box 23101
Hilton Head Island, S.C. 29925
(843) 298-3831

This 1st Day of August 2016

ELECTRONICALLY FILED - 2017 Aug 01 11:50 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

ELECTRONICALLY FILED - 2017 Dec 04 2:46 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

14th JUDICIAL COURT

CIVIL CASE NO.: 2016-CP-07-01825

Steven Craig Molloy and Island Group, Inc. dba Carolina Cleaning,

Plaintiffs,

vs.

Beaufort County; Gary Cubic,) Individually, and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; AND Shannon Lopper, Individually, and as employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council; Dave Thomas, Procurement Director Beaufort County, SC.

Defendants.

SUMMARY JUDGMENT

MOTION FOR SUMMARY JUDGMENT

Plaintiffs, **Steven Craig Molloy and Island Group, Inc. dba Carolina Cleaning,** by and through their attorney, Lauren Martel, hereby moves for summary judgment on behalf of the Plaintiffs pursuant to Rule 56, Fed. R. Civ. P. The grounds for this motion include but are not limited to the following facts and law that the Amended Complaint is so clear that certain violations of law occurred with such bad faith and unconscionable manner that the

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Plaintiffs should win their case as the documents filed clearly state no genuine issue of material fact exists that any reasonable person could disagree. The Plaintiffs are informed that a verdict should be rendered directly for them, based in par that:

1. That a **Violation of Procurement** exists that employees of Beaufort County, to include the Director and Assistant Director of the Department of Special Needs, the Director and employees of Procurement, the Director of Facilities Management, employees of the Parks and Leisure Department, the Administrator and Assistant County Administrators, CFO's past and current, and the County Attorney participated in a conspiracy to defraud the procurement process, exploit Vulnerable Adults, and abuse Medicaid monies, at the same time breaching the contract with the Plaintiffs.
2. That **Bid Rigging/ Collusion/Interference** occurred when the DSN/Pals program and bids submitted by DSN/Pals and other bidders. Upon receipt under FOIA request, Plaintiff learned his own proprietary, confidential information was contained within the DSN/Pals proposals. The practices listed above are in direct violation of ***South Carolina Code § 2-532. - Reporting of anticompetitive practices. "When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors under this division, a notice of the relevant facts shall be transmitted to the state attorney general and the county attorney" Also these acts and omissions are in direct violation of the language contained in the Contract between Plaintiff and Defendant (s).***
3. That an **Action Breach**, under South Carolina Tort Claim, occurred under the following: The State of South Carolina, an agency, a political subdivision, and a governmental entity are liable for their torts in the same manner and to the same extent as a private individual under like circumstances, subject to the limitations upon liability and damages, and exemptions from liability and damages contained therein. S.C. Code Ann. § 15-78-40 (2005). The provision containing the exceptions to the waiver of immunity provides that a governmental entity is not liable for a loss resulting from employee conduct outside the scope of his official duties or which constitutes actual fraud, actual malice, intent to harm, or a crime involving moral turpitude. S.C. Code Ann. § 15-78-60(17).

4. That the Defendants at least negligently, willfully, and intentionally, with malice **Breached the Contract** and continued to breach the contract and used confidential information and

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colluded and conspired to use his confidential information and cause harm and damage to the Plaintiff. There was a Contract, the Plaintiff had the right to rely on the Contract. That a Fraud/Misrepresentation occurred by the Defendants, and that

A representation(s) was/were made;
It was false
It was material
Defendants' knew of falsity
Defendants' intended that representation be acted on;
Plaintiffs 'were ignorant of falsity
Plaintiffs' reliance
Plaintiffs' right to rely thereon;
Plaintiffs' consequent and proximate injury;

5. That a **Tortious Interference** with Contract Rights occurred. that: the defendant(s) intentionally interfered with the plaintiff's potential and actual contractual relations; (2) for an improper purpose or by improper methods; and (3) which causes injury to the plaintiff. The Plaintiff is informed and believes that elements of recoverable damages
6. That the Defendants were unjustly enriched by their willful breach, misrepresentation, manipulation of bids, and other fraudulent acts and omissions and that they gained unfairly from the manner in which they breached the contract and treated the Plaintiff. In general, a court will consider the following questions when proving unjust enrichment:

   The Plaintiff is informed the defendant enriched by the activity of the plaintiff;
   The enrichment occurs at the expense of the plaintiff;
   The enrichment unfair or unjust;
   There are no defenses available to the defendant;

7. An assault on a minor child and the cover up of an assault on a minor child;

8. This motion is based upon the pleadings filed in this case and other materials filed herewith; the rules of court; and any other matters as may be required by the Court, or of which the Court may properly take notice.

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s/ ***Lauren Martel***
Lauren L. Martel
2 Corpus Christi Place, Suite 200
Professional Building
Hilton Head Island, South Carolina 29928
(843) 298-3831

ELECTRONICALLY FILED - 2018 Feb 25 2:21 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Steven Craig Molloy and Island Group, Inc. dba Carolina Cleaning,	**CIVIL CASE NO.: 2016-CP-07-01825**
PLAINTIFF,	**NOTICE OF MOTION AND MOTION TO COMPEL ANSWERS TO DISCOVERY AND DEPOSITIONS MOTION TO AMEND**
vs.	
Beaufort County; Gary Kubic, Individually, and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; AND Shannon Loper, Individually, and as employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council;	
DEFENDANT,	

YOU WILL PLEASE TAKE NOTICE that the Plaintiff will appear before the Presiding Judge, of the Beaufort County, Fourteenth Judicial Circuit, at the Beaufort County Courthouse located at 102 Ribaut Road, Beaufort, South Carolina, on the _____ day of _____, 2016 at_____ pm, for an order to Compel answers for discovery and

depositions. You are hereby notified to be present at the date and time aforesaid or a default judgment may be entered against you.

1. Discovery was mailed on March 15 2017 and certificate of service was filed with this Court and to date has been unanswered

   The Plaintiffs will be severely prejudiced if not granted my right to engage in some Discovery in this matter, particularly where the Defendants already have engaged in the Discovery process.

2. The Defendants have failed to cooperate with basic FOIA requests that I have sent as well as cooperating in simple Depositions pursuant to the SC RULES OF CIVIL PROCEEDURE.

3. Plaintiffs set Depositions for a date and time that the Defendants had acknowledged they were available (See Attached communication where Defendant acknowledges availability) and none of the Defendants have availed them to be deposed and have not cooperated in the Discovery process.

4. Plaintiffs have cooperated with the process, availed themselves to answer their Discovery and used to good faith effort in Arbitration. The Plaintiffs have forwarded two large binders of documents to the Defendants and on 2 separate occasions met informally and brought documents and information supporting the Plaintiffs claims in the Amended Complaint. These documents were freely given to the Defendants.

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5. Plaintiffs have in good faith tried to resolve this and in good faith participated in the process. On the other hand, Defendants have not cooperated in good faith, nor have they used the same rules in responding to Discovery.
6. Plaintiffs have new information and will need to Amend my complaint and add parties and causes of action. Namely, that during the Defendants actions they continued to be so willful and unconscionable that it falls into a category where the law favors my claims.
7. For such other and further relief as may be just and proper.

WHEREFORE, the Plaintiffs request the following relief:

1. An order compelling answers to Discovery mailed on March 15, 2018 for each Defendant.
2. An Order Compelling Depositions of the Defendants
3. Attorney fees and costs for unconscionable failure to cooperate
4. Arbitration fees fully paid by Defendants
5. Leave to Amend Complaint and add parties and further causes of action;
3. For such other relief as may be just and proper

Respectfully Submitted:

S//*Lauren Martel*

Lauren L. Martel, Esquire
P.O. Box 23101
Hilton Head Island, S.C. 29925
(843) 298-3831

This 29 January 2018

ELECTRONICALLY FILED - 2018 Mar 21 3:37 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF BEAUFORT	**FOURTEENTH JUDICIAL CIRCUIT**
Steven Craig Molloy and Island Group, Inc. dba Carolina Cleaning,	**CIVIL CASE NO.: 2016-CP-07-01825**
Plaintiffs,	
vs.	**AFFIDAVIT LAUREN MARTEL TO SUPPORT MOTION TO COMPEL, DISCOVERY**
Beaufort County; Gary Kubic, Individually, and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; AND Shannon Loper, Individually, and as employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council;	
Defendants.	

Lauren Martel, attorney ,for the Plaintiff(s), in good standing in the State of South Carolina, hereby states, the following based on the Pleadings filed with this Honorable Court and all Affidavits, and Exhibits filed to date in this matter since August 2016:

1. Discovery was mailed on March 15, 2017 and certificate of service was filed with this Court and to date has been unanswered
2. The Defendants have failed to cooperate with basic FOIA requests that I have sent as well as cooperating in simple Depositions pursuant to the SC RULES OF CIVIL PROCEEDURE.
3. Plaintiffs set Depositions December 20, 2017 for a date and time that the Defendants had acknowledged they were available (See Attached communication where Defendant acknowledges availability) and none of the Defendants have availed them to be deposed and have not cooperated in the Discovery process.
4. Plaintiffs have cooperated with the process, availed themselves to answer defendants Discovery and used "good faith" effort in Arbitration. The Plaintiffs have forwarded two

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large binders of documents to the Defendants and on 2 separate occasions met informally and brought documents and information supporting the Plaintiffs claims in the Amended Complaint. These documents were freely given to the Defendants.

5. Plaintiffs have in good faith tried to resolve this and in good faith participated in the process. On the other hand, Defendants have not cooperated in good faith, nor have they used the same rules in responding to Discovery.

6. Plaintiffs have new information and will need to Amend the Complaint and add parties and causes of action. Namely, that during the Defendants actions they continued to be so willful and unconscionable, so arbitrary and malicious that it falls into a category where the law of WMTC, Inc. v Georgia Braun, Inc. 247 F 3d 114 (C.A.4 S.C. 2001) and DeTreville v. OMC; Philedelphia Storage Battery v. Mutual Tire Sales and Gaines and Sons v. J.I Case Co. should be incorporated as casues of action based on the Conspiracy against the Plaintiffs.

7. The Defendants have failed to comply with SOUTH CAROLINA RULES OF CIVIL PROCEDURE; The Plaintiffs will be severely prejudiced if not granted Plaintiffs right to engage in some Discovery in this matter, particularly where the Defendants already have engaged in the Discovery process and have the benefit of responses.

8. For such other and further relief as may be just and proper.

WHEREFORE, the Plaintiffs request the following relief:

1. An order Denying Defendants Summary Judgment ; Order awarding Plaintiffs Summary Judgment
2. An Order compelling answers to Discovery mailed on March 15, 2018 for each Defendant.
3. An Order Compelling Depositions of the Defendants
4. Attorney fees and costs for unconscionable failure to cooperate
5. Arbitration fees fully paid by Defendants
6. Leave to Amend Complaint for a Third Amended Complaint and add parties and further causes of action;

3. For such other relief as may be just and proper

Respectfully Submitted:

S//Lauren Martel

Lauren L. Martel, Esquire
P.O. Box 23101
Hilton Head Island, S.C. 29925
(843) 298-3831

This 21 March 2018'

ELECTRONICALLY FILED - 2018 Mar 22 9:20 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

STATE OF SOUTH CAROLINA **COUNTY OF BEAUFORT**	**IN THE COURT OF COMMON PLEAS** **FOURTEENTH JUDICIAL CIRCUIT** **CIVIL CASE NO.: 2016-CP-07-1825**
Steven Craig Molloy and Island Group, Inc. dba Carolina Cleaning, **Plaintiff(s),** **vs.** **Beaufort County;** , **Gary Kubic Individually, and as Beaufort County Administrator;** **Josh Gruber, Individually and as former Beaufort County In-House Attorney;** **Bryan Hill, Individually and as former Beaufort County Deputy Administrator; AND** **Shannon Loper, Individually, and as employee of the Beaufort County Parks and Leisure;** **Stu Rodman, as finance Chair of Beaufort County Council;** **Defendants.**	**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO DEFENDANT (S)**

TO: DAWES COOKE ESQUIRE ATTORNEY FOR THE DEFENDANT JOSH GRUBER:

The Plaintiffs, Craig Molloy and Island Group Inc. (hereinafter Plaintiffs) , pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, requests that the Defendant Josh Gruber , within thirty (30) days from the date of service hereof, produce for inspection, copying or for any purpose within the scope of Rule 34 SCRCP, the following documents or things which are in or may be in the possession, custody or control of the Defendant, her agents, servants or attorneys to the Law Office of Lauren Martel 2 Corpus Christi Place Suite 200 The Professional Building Hilton Head Island, South

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Carolina 29928:

INSTRUCTIONS

1. The term **"document"**, either singular or plural, is defined as originals or, if not available, true copies of all memoranda, reports, appraisals, evaluations, correspondence, communications, interoffice communications, interoffice memoranda, inter-company communications, agreements, contracts, deeds, bills of sale, purchase orders, purchase and sale confirmations, closing statements, account statements, invoices, checks, bank statements, journals, ledgers, telegrams, handwritten notes, periodicals, pamphlets, reports, computer or business machine printouts, account's work papers, accountant's statements and writings, notations or records of meetings, printers, galee, books, papers, diaries, promissory notes, evidence of indebtedness, trust deeds mortgage instruments, security agreements, trust agreements, loan applications, leases, documents creating or reflecting the security interest, loan agreements, financing statements, deposit slips, speeches, public relations issues, advertising, merger agreements, proxy statements, prospectus, annual or other reports including financial statements filed with appropriate State and Federal Authorities, documents filed with stock exchanges, office manuals, employee manuals, company rules and regulations, reports of experts, drafts and preliminary copies of any of the foregoing, tape recordings or other sound or visual reproduction and materials and any other written matter, tangible or physical objects however produced or reproduced upon which words or phrases are affixed or from which by appropriate transcription such written matter or tangible thing may be produced, in the possession, custody or control of the Defendant or her agents, and attorneys.

2. The term **"person"** unless otherwise specified, means not only the natural persons but also a firm, partnership, association and corporation.

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3. The Term **"you"** (together with the adjective "your") shall be deemed to include and refer to the Defendant, together with, to whatever extent the context thereof will bear such additional meaning, any and all persons acting at the direction of or on behalf of said named Defendant in connection with any of the matters raised herein, or in connection with making the discovery sought hereby.

MANNER OF DOCUMENTS

The documents produce pursuant to this Request shall be separately produced for each paragraph of the Request or, in the alternative, shall be deemed identified as complying with the particular paragraph or paragraphs of the Request to which they are responding.

PRIVILEGED DOCUMENTS

In the event the Defendant wishes to assert either attorney/client privilege or work product exclusion, or both, as to any document requested by any of the following specific Requests, then as to each document subject to such assertion, the Defendant is requested to provide an identification of such document in writing, such identification to include: the nature of the document, the sender, the author, the recipient, the recipient of each copy, the date, the name of each person to whom the original of any copy was circulated, the names appearing on any circulation list associated with such document, a summary statement of the subject matter of such document in sufficient detail to permit the Court to reach a determination in the event of a motion to compel, and an indication of the basis for assertion of privilege or the like.

The documents and records which you are notified and requested to produce are as follows:

1. Any and all documents referred to in Plaintiff's Interrogatories to the Defendant and any and all documents the Defendant looked at, utilized or referred to or upon which she relied, to answer Plaintiff's Interrogatories to the Defendant.

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2. Copies of any and all statements given by either eyewitnesses or other witnesses to the incidents and matters complained of herein which are in the possession of the Defendant or Defendant's Counsel, whether written or recorded, on a tape recorder, video tape or otherwise.

3. A properly executed copy of each Contract pertaining to Commercial Cleaning for all companies or entities used in Beaufort County of all of the County buildings, to include change orders for the past ten years to present date.

4. All federal and state tax returns filed by the Defendant(s) and supporting documentation utilized in preparing the Defendant's tax returns for the past five (5) years.

5. Any and all documents, photographs, charts, statements, recordings, correspondence, reports, text transcripts and any and all other demonstrative evidence which Defendant intends to use at the trial of this case in support of their claims or defenses as set forth in pleadings.

6. Any and all detective reports, police reports, photographs, audio and video tape recordings, documents or records of any kind or any investigative reports of any kind pertaining to the Defendant(s) or the Plaintiff as a result of their contract for the past 7 years.

7. Any and all email communications to and between the following :

Josh Gruber 's business and personal emails to any Beaufort County employee, from of 2010-present date (to business or personal) including but not limited to:
Gruber to Kubic, and vice versa Kubic to Gruber
Gruber to Roseneau, and vice versa Rosenau to Gruber
Gruber to Hill, and vice versa Hill to Gruber
Gruber to Rodman, and vice versa Rodman to Gruber
Gruber to Loper, and vice versa Loper to Gruber
Gruber to Baird, and vice versa Baird to Gruber
Gruber to Dave Thomas and vice versa Thomas to Gruber
Gruber to Holland and Holland to Gruber
List each email per person referenced above.
(Including but not limited to: joshg@clemsonedu, and other business and personal emails used by Gruber to the above named county employees)

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8. Produce any other emails relevant to the contract with the Plaintiff or any issues pertaining to Carolina Cleaning or Craig Molloy.
9. Any and all phone records between Josh Gruber on business of personal phone lines (list all numbers, **including but not limited** to 8434415671 and 843-525-9110) used to contact any county employee or for county business for 2012-presnt date:
10. List phone numbers for work and personal for Gruber, Hill, Loper, Kubic, Roseneau, Dave Thomas, Rodman and Baird and Produce text and phone communications between the parties pertaining to the Plaintiffs from 2010-present date.
11. Copies of the County Budget for the past seven (7) years.
12. Copies of the Bank Statements for the past 5 years from all bank accounts that funded the Commercial Cleaning Contacts.
13. Copies of all Bank Accounts and Account numbers and statements for past five years for the County and any other Bank account used by Mr. Gruber for the purposes of County business and an accounting of each year end statement.
14. Copies of statements of the General Fund for Beaufort County and all any reserve funds for the past five years.
15. Copies of all documents used to obtaining state and federal financing or reimbursements for the Beaufort County DSN, including all related programs by DSN overseen by Beaufort County.
16. Copies of any and all documents of communications between the Defendants in negotiating the DSN program for Beaufort County.
17. Copies of price comparisons and fair market price for commercial cleaning and how Beaufort County uses the tax dollars each year for past 5 years for commercial cleaning breakdown. Include a breakdown per building.

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18. In the DSN March 23, 2012 RFP for services (which was awarded to DSN) of the 11 facilities please provide building use, occupancies, uses on a daily basis, for five years before this date and to present.

19. Has the Defendant ever been arrested? If so, please state with specificity the nature of each and every charge, allegation or reason for arrest for which the Defendant has been arrested and/or convicted and provide the date of arrest, the identity of the arresting agency, jurisdiction and disposition of the charges.

20. Provide a detailed description of the Defendant's responsibilities in his position including his schedule and routine on a daily and weekly basis.

21. Provide the name and address for each and all bank or banking institution that Beaufort County uses.

22. Have you or anyone on your behalf intercepted, monitored, recorded or read any of the Plaintiff's telephone or written communications? If so, provide the following: the name and address of the person who intercepted the communication, the nature and method of interception, the information obtained as a result of said interception and the dates such information was intercepted.

23. Produce the letter dated 9/2013 from Mr. Kubic to Mr. Molloy.

24. Produce the chain of custody of how you got into possession of these documents. Are these docs Beaufort County's or Mr. Molloy's?

25. Produce documents from this incident described: a meeting that took place between Mark Roseneau , Alicia Holland and Mr. Molloy where a " copy" of contract between Beaufort County and Carolina Cleaning was discovered (in Mark Roseneau's Possession) to be incorrect and was altered? Produce copy of the contract.

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26. Are you familiar with any Beaufort County documents that have been altered or falsified? Produce a copy of the altered documents.

27. How did you learn of a report of assault reported to Brian Baird and Gary Kubic on a minor that occurred at the Buckwalter Gym in 2012. How and from whom did you hear of this incident? Where you asked to Investigate?

28. Did you ask others to help investigate? – please provide their names / contact information.

29. Did you use personal email addresses to Beaufort County employees involved in the incident involving Plaintiff's son. Produce copies of any documents pertaining to this incident.

30. Produce Beaufort County protocol for using email communication and how long you must keep it. Is it a regular practice for BC business communications to be handled via personal email addresses and not BC email addresses?

31. Produce Beaufort County protocol or policy on entering into contracts. Why would Beaufort County be entering into a contract with itself? Provide full contracts for all DSN programs and bidding information.

32. -Please provide the specific information from BC procurement that states this to be accepted?

33. Provide an accounting of how many lawsuits and case numbers that Beaufort County has been involved in in the last 5 years and the outcomes of each lawsuit.

34. Please provide your complete employment history."

35. Provide the procurement laws and policies used by Beaufort County including but not limited for the purpose of obtaining grant money, bids, entering into service contracts.

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36. Produce all guidelines used by Beaufort County for RFP (Request for Proposal).

This request shall be a continuing request up to and including the date of trial.

By: Lauren Martel
2 Corpus Christi Place
Suite 200 The Professional Building
Hilton Head , South Carolina 29928

Hilton Head Island, South Carolina
21 December 2016

mailed US mail Dec. 21, 2016

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-07-01825
STEPHEN CRAIG MOLLOY and ISLAND GROUP INC., d/b/a CAROLINA CLEANING; Plaintiffs, vs. BEAUFORT COUNTY; GARY KUBIC, Individually and as Beaufort County Administrator; JOSH GRUBER, Individually and as former Beaufort County In-House Attorney; BRYAN HILL, Individually and as former Beaufort County Deputy Administrator; SHANNON LOPER, Individually and as Employee of the Beaufort County Parks and Leisure; STU RODMAN, as Finance Chair of the Beaufort County Council; and DAVE THOMAS, Procurement Director for Beaufort County, South Carolina, Defendants.	)	**DEFENDANTS' MEMORANDUM IN OPPOSITION TO MOTION TO COMPEL ANSWERS TO DISCOVERY AND DEPOSITIONS MOTION TO AMEND**

Defendants Beaufort County ("the County"); Gary Kubic, Individually and as Beaufort County Administrator; Josh Gruber, Individually and as former Beaufort County In-House Attorney; Bryan Hill, Individually and as former Beaufort County Deputy Administrator; Shannon Loper, Individually and as an employee of the Beaufort County Parks and Leisure; Stu Rodman, as finance Chair of Beaufort County Council; Dave Thomas, Procurement Director for Beaufort County (collectively "Defendants"), by and through their undersigned counsel, submit this Memorandum in Opposition to Motion to Compel Answers to Discovery and Depositions Motion to Amend:

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INTRODUCTION

Plaintiffs commenced this baseless lawsuit on August 22, 2016, approximately 18 months ago. After a motion to dismiss was filed challenging their original Complaint, Plaintiffs filed an Amended Complaint on February 15, 2017. This matter is presently before the Court on Plaintiff's Notice of Motion and Motion to Compel Answers to Discovery and Depositions Motion to Amend ("Instant Motion"), which they filed on or about February 26, 2018.[1]

Defendants incorporate by reference, as if set forth at length herein, the discussion of facts set forth in their Motion for Summary Judgment and supporting memoranda. For the reasons that follow, this Court should deny Plaintiffs' Instant Motion.

ARGUMENTS

A. The Court Should Deny Plaintiff's Motion to the Extent They Seek to Compel Discovery

Although Plaintiffs, for some reason, do not attach them to the Instant Motion, on December 22, 2016 and March 15, 2017, Plaintiffs served several lengthy and burdensome discovery requests directed to various Defendants ("Discovery Requests"). (*See* Exs. A through L hereto). These Discovery Requests are comprised of 347 Interrogatories and 228 Requests for Production of Documents, not counting any subparts. Plaintiffs' Discovery Requests are broad, vague, ambiguous and often indecipherable. To require Defendants to respond to these Discovery Requests would be an undue burden upon Defendants and would interfere with Beaufort County's efforts to serve its citizens. Importantly, compared to this heavy burden on Defendants, Plaintiff's claims are wholly without merit, for reasons including those set forth in Defendants' Motion for Summary Judgment.

By way of illustration, Plaintiffs' Interrogatory Number 8 directed to Defendant Josh Gruber states:

> Josh Gruber produced and handed some documents to Craig Molloy at one meeting. Where did Josh Gruber get these documents? Explain how and from

---

1 Plaintiffs apparently initially attempted to file the instant Motion on January 29, 2018, but that filing was RESCINDED by the Clerk.

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where did Josh Gruber obtain these documents? Explain the purpose behind the documents?

(*See* Ex. B ¶ 8). This interrogatory does not identify what meeting it is referring to or what the documents were. It does not attach the documents as exhibits. Moreover, it vaguely asks Mr. Gruber to explain the "purpose behind" the unidentified documents. One can scarcely imagine a more objectionable interrogatory. As a further example, Interrogatory Number 19 directed to Defendant Shannon Loper states as follows: "Were you [Loper] aware that Beaufort County is reimbursed 3x more for the programs?" (*See* Ex. E ¶ 19). This Interrogatory does not provide any explanation as to what it means by "programs." It does not explain what "reimbursement" it is referring to or what it means by "3x." There is no way that Ms. Loper could provide an intelligent response to this Interrogatory. These are only two examples of the overbreadth of Plaintiffs' Discovery Requests. A review of the Discovery Requests will reveal many more and burdensome objectionable requests.

Because of burdensome nature of the Discovery Requests, on May 3, 2017, counsel for Defendants responded to these burdensome Discovery Requests and lodged proper objections to them (in light of the absence of merits to Plaintiffs' claims):

> Defendants respectfully object to all of the above-referenced discovery requests in light of the posture and allegations of this case. First, and foremost, Defendants assert that Plaintiffs' discovery requests are unduly burdensome and overly broad. They often seek information that is entirely irrelevant to this lawsuit and are not reasonably calculated to lead to the discovery of admissible evidence. However, those discovery requests will require a massive undertaking of time and effort to respond. The individual Defendants are public employees who will be required to take time from their work to respond to discovery that is not even remotely proportional to the claims asserted. . . .
>
> [W]e must balance the value of the requested discovery against the challenges posed by Plaintiffs discovery requests. Defendants are confident that Plaintiffs' claims are all without merit because, inter alia: (a) they are barred by the South Carolina Tort Claims Act; (b) they are time-barred under any potentially governing statute of limitations; (c) they are prohibited because Plaintiffs failed to pursue remedies under the Beaufort County Procurement Code or other sources; and (d) they are not supportable under South Carolina law. Moreover, indisputable facts absolutely prohibit Plaintiffs' claims. Plaintiffs cannot set forth any legitimate argument that additional discovery will, in any way, support their

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> claims. In reality, because Plaintiffs' claims are frivolous and without any basis, the discovery requests are a futile act. "The law does not require a party to perform a useless act." *Orange Bowl Corp. v. Warren*, 300 S.C. 47, 52, 386 S.E.2d 293, 296 (Ct. App. 1989). Defendants will shortly be moving for summary judgment because there is absolutely no possible basis for the claims asserted in this case.

(*See* Ex. M hereto). Defendants' counsel further requested that Plaintiffs "withdraw the current discovery requests and serve limited, focused discovery requests that are far less burdensome" and provided a window of five (5) days for Plaintiffs to do so. (*See id.*). Plaintiffs did not do so.

Plaintiffs' only response to these objections was an email dated May 11, 2017, which asked in relevant part: "[in t]he letter dealing with Discovery you give me 15 days to answer this and if I need to subtract or consolidate the Discovery requests I will do so— we were aware of trying to keep all requests to 50 or less per Defendant and seek only information that was relevant and specific to the individuals served." (*See* Ex. N hereto). Plaintiffs did not revise their Discovery Requests and did not undertake any efforts to serve less objectional discovery requests. In fact, Plaintiffs did next to nothing to obtain discovery requests under the filing of the Instant Motion, almost a year after serving them and having never received a substantive response.

Plaintiffs have delayed in filing a motion to compel, despite the fact that Defendants' Motion for Summary Judgment has been pending since July 21, 2017. Defendants responded to that Motion for Summary Judgment on August 1, 2017. On December 4, 2017, Plaintiffs filed their own Motion for Summary Judgment (supported by yet another lengthy Affidavit of Steven Craig Molloy), representing to the Court that: "the Amended Complaint is so clear that certain violations of law occurred with such bad faith and unconscionable manner that the Plaintiffs should win their case as the documents filed clearly state no genuine issue of material fact exists that any reasonable person could disagree." Moreover, Plaintiffs have served numerous, lengthy and detailed affidavits in support of and in opposition to the various pending motions, including the parties' cross-motions for summary judgment.

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In the many months since serving their Discovery Requests, Plaintiffs have known: (a) that Defendants had moved for summary judgment because their claims lack merit and (b) that Defendants contended that the Discovery Requests are objectionable. Nonetheless, Plaintiffs persisted in their lack of diligence in seeking relief with regard to the Discovery Requests. For the following reasons, this Court should deny Plaintiff's Instant Motion.

The law is clear that, while the scope of discovery is broad, there are limits to what discovery a party may take:

> [T]here are limits, which we see trial courts generally unwilling to recognize and enforce. SRHS's discovery requests of CCC and its business partners are abusive and beyond the pale. . . .
>
> We find persuasive a decision of the Texas Supreme Court in a similar situation. *See In re CSX Corp.*, 124 S.W.3d 149 (2003). The Texas Supreme Court granted a party mandamus relief from discovery requests the court determined were overly broad and irrelevant to resolution of the dispute at hand:
>
> > Generally, the scope of discovery is within the trial court's discretion. However, the trial court must make an effort to impose reasonable discovery limits. The trial court abuses its discretion by ordering discovery that exceeds that permitted by the rules of procedure.
> >
> > Our procedural rules define the general scope of discovery as any unprivileged information that is relevant to the subject of the action, even if it would be inadmissible at trial, as long as the information sought is 'reasonably calculated to lead to the discovery of admissible evidence.' ... Although the scope of discovery is broad, requests must show a reasonable expectation of obtaining information that will aid the dispute's resolution. Thus, discovery requests must be 'reasonably tailored' to include only relevant matters.
>
> *Id.* at 152 (internal citations omitted).

See Oncology & Hematology Assocs. of S.C., LLC v. South Carolina Dep't of Health & Envtl. Control, 387 S.C. 380, 387–88, 692 S.E.2d 920, 924-25 (2010). "When the discovery process threatens to become abusive or to create a particularized harm to a litigant or third party, the Rules allow the trial judge broad latitude in limiting the scope of discovery." *See Hamm v. South Carolina Pub. Serv. Comm'n*, 312 S.C. 238, 241, 439 S.E.2d 852, 854 (1994).

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Plaintiff's Discovery Requests are plainly overly broad and unduly burdensome, when viewed in the context with the lack of merits of Plaintiffs' claims and the potential utility of that discovery. Defendants properly objected to those Discovery Requests, particularly during the pendency of Defendants' Motion for Summary Judgment. In the event the Court denies Defendants' Motion for Summary Judgment, they will provide substantive discovery responses. However, the Discovery Requests are not proper. The Court should instruct Plaintiffs to serve discovery requests that are proper under the South Carolina Rules of Civil Procedure.

For the foregoing reasons, this Court should deny Plaintiffs' Instant Motion in this matter.

B. To the Extent Plaintiff's Motion to Compel is Based on FOIA Requests, Such Motion It Improper

Plaintiff's Instant Motion alleges that "Defendants have failed to cooperate with basic [South Carolina Freedom of Information Act ("FOIA")] requests that I have sent." (*See* Mot. to Compel ¶ 2). However, a motion to compel in this action is not the proper vehicle to enforce Plaintiffs' perceived FOIA rights. To the contrary, if Plaintiffs believe that Beaufort County has not adequately responded to FOIA requests, the proper venue is a declaratory judgment or injunction lawsuit:

> A citizen of the State may apply to the circuit court for a declaratory judgment, injunctive relief, or both, to enforce the provisions of this chapter in appropriate cases if the application is made no later than one year after the date of the alleged violation or one year after a public vote in public session, whichever comes later.

See S.C. Code § 30-4-100(A). A motion to compel in this pending litigation is plainly not the proper venue for Plaintiffs to assert their alleged rights under FOIA.

Moreover, Plaintiffs have not identified any specific FOIA requests that have not been properly addressed.

Therefore, this Court should deny Plaintiffs' Instant Motion to the extent it relates to alleged FOIA requests.

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C. **The Court Should Not Permit Plaintiffs to Amend Their Complaint Yet Again**

Although leave to amend a pleading is freely given, Courts may exercise their discretion to deny leave for reasons such as "undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment." *See Higgins v. Medical Univ. of S.C.*, 326 S.C. 592, 604, 486 S.E.2d 269, 275 (Ct. App. 1997); *accord Jennings v. Jennings*, 389 S.C. 190, 209, 697 S.E.2d 671, 681 (Ct. App. 2010), *rev'd on other grounds,* 401 S.C. 1, 736 S.E.2d 242 (2012) ("Although leave to amend should generally be 'freely given,' this court has held that it may be denied where the proposed amendment would be futile."). For the reasons that follow, this Court should deny Plaintiffs' request for leave to amend their complaint for the second time.

Plaintiff commenced this litigation on August 22, 2016, with a facially defective Complaint. Defendants moved to dismiss that complaint because, *inter alia*, it was not sufficiently definite (although it was extremely lengthy). Subsequently, on February 15, 2017, Plaintiffs filed a length Amended Complaint, spanning 40 pages and nearly 100 paragraphs. Plaintiff's Instant Motion requests "[l]eave to Amend Complaint and add parties and further causes of action." However, Plaintiffs do not identify who those parties are or what causes of action they seek to add that could not have been added in the 18 months since filing the original Complaint. Plaintiffs have unduly delayed requesting leave to amend and only seek to do so in response to Defendants' Motion for Summary Judgment.

Plaintiffs have improperly sued a number individual employees of Beaufort County as Defendants in this case, in an effort to intimidate or harass them. Defendants anticipate that Plaintiffs will seek to amend to add more individual Beaufort County employees as Defendants, although they never entered into any agreement with Plaintiffs and generally cannot be sued under the South Carolina Tort Claims Act. *See* S.C. Code § 15-78-70(a) ("An employee of a governmental entity who commits a tort while acting within the scope of his official duty is not

liable therefor except as expressly provided for in subsection (b)."). Such additional Defendants — like the numerous individual Defendants that Plaintiffs have already sued — would plainly be improper parties. Additionally, if Plaintiffs join new defendants, trial will be delayed until at least six months after Plaintiff serves the new Defendants. *See* S.C.R. Civ. P. 40(b). This Court should not permit Plaintiffs to improperly name individual Defendants in this matter.

Moreover, as to any "further causes of action," Plaintiffs have not set forth any details about what they intend to allege. They have not attached a proposed Second Amended Complaint to their Instant Motion. They simply request a blank check from the Court to amend their complaint as they deem appropriate.

CONCLUSION

For the foregoing reasons, this Court should deny Plaintiffs' Motion to Compel Answers to Discovery and Depositions Motion to Amend.

BARNWELL WHALEY PATTERSON & HELMS, LLC

By: s/ John W. Fletcher

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Counsel for Defendants

Charleston, South Carolina
Dated: March 22, 2018

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CERTIFICATE OF SERVICE

The foregoing Memorandum in Opposition to Plaintiffs' Motion to Compel Answers to Discovery and Depositions Motion to Amend has been or will be served on Plaintiffs' counsel of record on this 22d day of March, 2018 by the Court's automatic service through the E-Filing System, as permitted by South Carolina Electronic Filing Policies and Guidelines Pilot Version-Common Pleas 4(e)(2) and by electronic mail.

BARNWELL WHALEY PATTERSON & HELMS, LLC

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	IN THE COURT OF COMMON PLEAS 14TH JUDICIAL COURT CASE NO: 2016-CP-0701825
Steven Craig Molloy, individually and on behalf of the Beaufort County Taxpayers and Island Group, Inc. dba Carolina Cleaning, **Plaintiffs,** **vs.** **Beaufort County Government** **Gary Kubic,** **Individually, and as Beaufort County Administrator;** **Josh Gruber,** **Individually and as former Beaufort County In-House Attorney;** **Bryan Hill,** **Individually and as former Beaufort County Deputy Administrator; AND** **Shannon Loper,** **Individually, and as employee of the Beaufort County Parks and Leisure;** **Stu Rodman, as Finance Chair of Beaufort County Council;** **Dave Thomas,** **Procurement Director Beaufort County, SC.** **Mitzi Wagner, Individually,** **Former Director of DSN** **Mark Roseneau, Individually, and** **Facility Director of Facilities** **Alicia Holland, Individually and as Beaufort County Chief Financial Officer** **Beaufort County,** **Disabilities and Special Needs (NON-PROFIT)** **Beaufort County DSN Board** **Defendants.**	**AFFIDAVIT** **CRAIG MOLLOY**

PERSONALLY, appeared before me, Steven Craig Molloy, who, being duly sworn deposes and states as follows:

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1. I am the Plaintiff in this case and over eighteen years of age and competent to give this Affidavit. Everything stated herein is based upon my direct personal knowledge, unless expressly noted otherwise.
2. Attorney Dawes Cook, representing Beaufort County in the above captioned matter, made the following misrepresentations at the most recent Hearing on **March 23, 2018**. The exhibits previously entered in this case are from FOIA and from Defendants own internal email communications and confirmed by the Defendants later actions. It is possible the Defendants were not upfront with Mr. Cooke when he made these statements. Defendants have refused depositions and discovery in this case. All Defendant's affidavits have material untruths that can easily be proven.
3. Some of the statements (indentified in the transcript) made by Defendants Council, Mr. Dawes Cooke in the March 23, 2018 Court Hearing are also untrue. The Court should please note: Mr. Cooke was accompanied in court by Defendant and former Beaufort County Attorney Josh Gruber and current Beaufort County Attorney, Tom Keveaney, both licensed SC Attorney's.
4. The Plaintiff asks the Court to please note the Exhibits showing, that the BCDSN is in fact a "**third party**" and "**non profit**" entity with **FEIN # 57-60000311** and showing 98 % funding from the State Department of Disabilities and Special needs (Medicaid). These findings by Plaintiff' at his own expense, as discovery and depositions have been refused by Defendants. Defendants must be aware of the "status" of BCDSN. And when questioned by the Court in the March 23, 2018 hearing, the Defendants (and their Attorney's) where not candid to the Court when questioned about this. See Attached pages from Transcript) Further inspection of the

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FLSA documents along with previous exhibits in this case show Defendants actually participated in the set up of the BCDSN program including arranging for it's "status".

5. At this hearing the Judge inquired about and asked for clarifications on the "status" of the BCDSN program. Defendants knew the [BCDSN non-profit was formed in 2002, and the BCDSN Board in 2011] prior to this hearing, as they participated in the formation. A copy of ordinace that changed the appointment of the BCDSN board from governonr apppinted to County Council appointed was done unilaterally by Beaufort County Council. Defendants and their Council have purposefully kept this information from the Court and continues to keep this information from being entered in this case.
6. **These misrepresentations are listed, below, verbatim and directly from the March 23, 2018 court transcript:**
7. **Page 14, lines 18-22; Page 15, lines 23-25 from transcript:**

"But in around 2010, we were in the recession as the Court knows and the County was looking for ways to reduce its expenses. And it came up with an idea that seemed to be a win-win proposition. That is, they could utilize their consumers from the Board of Disabilities and Special Needs or the Department of Special Needs within the County to provide services to Beaufort County."

8. **Page 16, lines 6-13; Page 17, lines 14-15 from transcript:**

And one of the affidavits that we submitted describes the symbiotic relationship that they proposed where their consumers could perform janitorial services and they'd be paid for it. And they would get job training. They would learn responsibilities of being gainfully employed and all the benefits that go with that. And it turned out that they were able to

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do that more efficiently than the County could contract most of those services to outside vendors.

9. **Page 20, lines 2-15 from transcript:**

And the fundamental premise of that argument is false. And that is the Department of Special Needs is not a separate company. It's not a private entity. It's not required to bid under the procurement code. It's part of Beaufort County. And if Beaufort County wants to contract with third parties, it can do it. But if it wants to keep services in-house, it can do it.

And as it says in these requests for proposal, just because we're asking you for proposals doesn't mean we're going to hire anybody outside the County. We may decide to do it in-house. And indeed, that's essentially what happened.

10. **Page 26, lines 15-19 from transcript:**

And all of the conspiracy that is being alleged in here is by employees or representatives of the County. And so, they cannot, as a matter of law, conspire with themselves.

11. **Page 97, lines 4-6 from transcript:**

And contrary to what counsel says, it is not the role of County to create opportunities for private enterprise.

12. **Page 99, lines 15-16; lines 1-3 from transcript:**

"There are no federal funds to pay these janitorial services"

These wages are paid by Beaufort County for janitorial service provided to Beaufort County.

13. **Page 178, line 25; Page 179, lines 1-4; lines 18-20; Page 180, lines 21-25 from transcript:**

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Mr. Dawes: I'm -- I mean maybe we could brief if you wanted a brief on the question of the Department of Special Needs being part of the County. We could do that if you think that would be helpful.

The Judge: And I -- that may or may not matter. I was thinking **the threshold issue** is it part of Beaufort County? You know, it goes to a lot of those causes of action. *Is it an independent, semi-private organization or is it part of Beaufort County? I always thought it was part of Beaufort County, but I could be wrong. I never really gave it much thought.*

14. **Page 13 - Line 21 from transcript:**

"Special needs was enacted by an ordinance"

Exhibits entered in this case confirm Defendant Gruber personally along with others participated enacting the ordinance referenced in the hearing regarding DSN's status. Defendant's Gruber and Keveaney sat silent during the March 23, 2018 while their Council stated, "known untruths" directly to the Court and made no attempt to state fact, correct the record or answer the Court's questions when asked. This deceit has become commonplace by the Defendants in all matters of this case and these items could not have been overlooked as a topic of conversation in pre-hearing meetings between Defendants and their Council.

Only since the recent discovery "by Plaintiff's " of the FLSA documents confirming **DSN's status as a "third party - non-profit" entity** has Mr. Cooke denounced his knowledge of this information which is contrary to his frequent statements "of certainty" regarding BCDSN and its consumers and employees in the March 23, 2018 hearing.

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Mr. Cooke quickly contacted Ms. Martel to denounce his knowledge of this information however continues efforts to keep parties from being added to this claim, where *significant material facts* are still to be learned, such as the recent documents.

I wonder what else we will learn as we continue to fact find.

15. **Page 9, line 9 from transcript:**

"the discovery-related motions are going to be moot"

16. **Page 10, line 4 from transcript:**

"we don't believe any discovery is required"

Please note the attempts to convince the court to avoid discovery, the obvious reasons are now known.

17. **Page 16 line 20, 24-25; and Page 17 Line 1, 3, 4, 6, 7 from transcript:**

Now Mr. Molloy … "the County effectively set up internally to bid unfairly with his company for these contracts" "that argument is false" …. "Department of Special needs is **not a separate company**" "**it's part of Beaufort County**" *[Dawes Cooke openly stated that BCDSN was part of Beaufort County, another misrepresentation to the courts, based on the "FLSA from the Department of Labor investigation of the BCDSN non-profit third-party entity in this case]*

18. **Page 17, Line 14, 15 from transcript:**

"In-house" "That's essentially what happened"

19. **Page 18 line 8,9 from transcript:**

"may undermine these essential facts"

Please note Mr. Cooke's adamant statement referring to these as "essential facts"

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contrary to the submitted **"FLSA documents"** exhibits in clearly show these were not truths or fact by any means and demonstrates that Defendants knew this information in to this hearing. **[Josh Gruber, the BC County Attorney, during the inception of the BCDSN Board 2011, that operates the BCDSN non-profit third-party entity in this case] [Was at this hearing on March 23, 2018]**

20. **Page 18, Line 15-16 from transcript:**

"they are essentially alleging that there is an implied covenant of good faith and fair dealing".

21. **Page 22 Line 14, 15 from transcript:**

"a business entity or political body cannot conspire with itself"

The submitted documents show the BCDSN program is a separate entity and emails show Senior County officials conspired with BCDSN employees and later acted on their conspiracy and signed off on this as legal.

22. **Page 23 Line 24, 25 ; Page 26 Line 1, 2; from transcript**

"Court that perhaps the challenge for the Plaintiff would be to identify for the court facts and specific documents that they think create a genuine issue of material fact"

In this statement to the Court Defendants and their Attorney's ask the Plaintiff's to find and submit this information, Plaintiff's have done so. Defendants now would like this and those who are responsible kept from the record, as there has been an issue with filing the Amended Complaint.

Mr. Cooke's specific request / challenge to the Plaintiff's have not gone their way therefore they would like to disallow this information he requested in the hearing.

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The documents provided by Plaintiffs show ***genuine issues of material fact still exist and suggest other Defendants be added to this claim.***

We request the Court allow the additional parties be added to this claim specifically the BCDSN Board, the BCDSN non-profit program, Ms. Alicia Holland and Mr. Mark Roseneau be added to this claim and ask the Court to know others may need to be added later to this claim after depositions and discovery is complete.

From Exhibits already submitted in this case:

Emails on 12/2012 – between Ms. HIolland and Ms. Loper cc'd to others –

"you need to send an email to Dave, include mitzy, myself Joe and Morris.

If Mitzy can take over the Bluffton Gym, then Dave needs to give Carolina Cleaing a 30-day written notice". **[2010 awarded contract states a 60-day written notice for changes to the existing contract]**

And the email dated 12/12/2012 from Mark Roseneua to ALICIA Holland

"The scope of work between the current contract and the DSN proposal differ, these are detailed in the contracts and all parties should take note … Please proceed with DSN for janitorial services at the Bluffton Gym."

These statements confirm the additional parties knowledge of this unconscionable acts and we request they be added to this claim along with the BCDSN third party - non profit as it is a separate entity.

23. **Page 84 Line 14,16,17 from transcript:**

"And it has every right to perform those services in house. And that's what it chose to do here. [BC chose BCDSN "open market" RFP in 2012] [BCDSN non-profit third-party entity, BC bid and awarded itself a service, in violation of Procurement Code]

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24. <u>Page 90 line 8-25 from transcript:</u>

The Judge references allegations made by Martel that can be proven true by me and some will rise in this case. (Page 90 Transcript) Summary Judgment without Discovery would be a great disservice and prejudice me in this case.

Beaufort County removed facilities from my contract over a long period of time (2 ½ years) while continually dragging me along and requesting that I meet to present "options" and County granted these meetings wherein County officials had access to my confidential documents

And made me believe they would act fairly and work this out. **[Demonstrates Unconscionable, Premeditated, Tortious Interference by the Defendants]** During these meetings, the same County officials coordinated, used my confidential documents and planned their scheme with the inception of the BCDSN Board in 2011 and the BCDSN (third-party non-profit) behind my back. This not good faith and fair dealing.

I pray the court dismiss the Defendants Summary Judgment and award this case to Plaintiff … plus damages, punitive, attorney's fees and expenses.

This 8th Day of May 2018

Craig Molloy

Sworn TO Before Me:

Printed Name of Notary

COMM.EXP. 8/16/22

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STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS 14TH JUDICIAL COURT CASE NO: 2016-CP-0701825
Steven Craig Molloy, individually and on behalf of the Beaufort County Taxpayers and Island Group, Inc. dba Carolina Cleaning, **Plaintiffs,** **vs.** **Beaufort County Government** **Gary Kubic,** **Individually, and as Beaufort County Administrator;** **Josh Gruber,** **Individually and as former Beaufort County In-House Attorney;** **Bryan Hill,** **Individually and as former Beaufort County Deputy Administrator; AND** **Shannon Loper,** **Individually, and as employee of the Beaufort County Parks and Leisure;** **Stu Rodman, as Finance Chair of Beaufort County Council;** **Dave Thomas,** **Procurement Director Beaufort County, SC.** **Former Director of DSN Beaufort County,** **Disabilities and Special Needs (NON-PROFIT)** **Beaufort County DSN Board** **Defendants.**	)	**AFFIDAVIT** **CRAIG MOLLOY**

PERSONALLY, appeared before me, Steven Craig Molloy, who, being duly sworn deposes and states as follows:

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PERSONALLY, appeared before me, Steven Craig Molloy, who, being duly sworn deposes and states as follows:

1. I am the Plaintiff in this case and over eighteen years of age and competent to give this Affidavit. Everything stated herein is based upon direct personal knowledge, unless expressly noted otherwise. All documents referred to or that are evidence are form Beaufort County's own internal communications received from FOIA *(see timeline below)* after Plaintiff's release from their contract on 6/30/2014.
2. The definitions below define the actions by Beaufort County with regard to the contract Plaintiff's company was awarded in 2010 and unconscionably undone over time by BC after Plaintiff "refused to pay below minimum wage through his company" and refused to participate with BCDSN's program that underpaid disabled "consumers" "independent contractors" as workers on a "for profit, open market, RFP" and contract.

Definition of Fraud:

a. wrongful or criminal deception intended to result in financial or personal gain.
b. deceit, trickery; specifically : intentional perversion of truth in order to induce another to part with something of value or to surrender a legal right was accused of credit card fraud.
c. an act of deceiving or misrepresenting - trick automobile insurance frauds

Definition of Collusion:

a. secret or illegal cooperation or conspiracy, especially in order to cheat or deceive others.
b. secret agreement or cooperation especially for an illegal or deceitful purpose, acting in collusion with the enemy

Definition of Conspiracy:

a. a secret plan by a group to do something unlawful or harmful.
b. the act of conspiring together. they were accused of conspiracy to commit murder.
c. an agreement among conspirators uncovered a conspiracy against the government
d. a group of conspirators a conspiracy made up of disgruntled aristocrats

3. The **exhibits** previously provided in this case show BC employees *(some named and some not named)* acted with intent to commit Fraud, and Conspiracy and Collusion to undo a contract awarded in 2010 to Plaintiff's company, Carolina Cleaning.

4. The **exhibits** *(bids turned in by companies bidding)* show BCDSN's *(EIN #57-6000311 is a separate third party non-profit entity)* was allowed by BC, and Dave Thomas, BC Procurement Director, to submit a bid three (3) months late for the 2012 RFP. Included in BCDSN's bid was other bidders confidential information verbatim integrated into the BCDSN's proposal. FOIA of the RFP revealed the use of the confidential information, and internal emails revealed the BC employees acted on their internal email conversations of conspiracy, collusion, and fraud.
5. **Exhibits** *(DSN Board meeting minutes)* show BC and BCDSN (a third party) employees conspired to commit Fraud because of their failing budget and to reap the (3 to 4 times) reimbursements from Medicaid using the sub-minimum wage certificate as a means to shore up the failing budget, by the defendants own admission in these exhibits. *(DSN Board meeting minutes)*
6. **Exhibits** (*internal BC emails between these parties and others, and the August 13, 2012 award)* show the BC employees conspired to change specifications and help, plan and allow other violations only for BCDSN's bid submitted for the 2012 RFP which was in fact, signed by Council and Board members upon award to BCDSN *(a separate nonprofit)* in August 2012.
7. The August 13, 2012 award document "signed by Board and Council members, and Mitzy Wagner BCDSN Director and a bidder" to award the 2012 RFP to BCDSN (a third party) and BCDSN. The fraud perpetrated by DSN Director, Mitzy Wagner and BC Pals Fiscal Tech, Shannon Loper, both allowed to attend Pre-bid meetings where other bidders discussed their confidential documents and Loper and Wagner where on the selection committee with the sole purpose to award the 2012 bid to themselves.
8. Procurement Director Dave Thomas kept secret from others Wagner and Loper's intent to bid on behalf of BCDSN, during the pre-bid meetings and **"Exhibits show"** Wagner and Loper were allowed to attend, to gain bidding information from other bidders, took and used confidential information to gain the upper hand for the RFP to be awarded to BCDSN.

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9. **Exhibits** (emails) show BC conspired to randomly remove facilities from Plaintiff's contract and never provided Plaintiff's company the "required 60 day termination" for any facilities removed from Plaintiff's contract nor was Plaintiff afforded the option to match any new pricing BC had received from others.

10. In compliance with the qualifications for State and Local Procurement Code and the RFP, BCDSN was "unqualified to bid" on many fronts including experience, longevity in business, professional capabilities, equipment required to perform the "required" scope described in the RFP. Exhibits show BC Procurement Director

    Dave Thomas in fact changed the specifications only for the BCDSN program and held "planning meetings" with the named parties to discuss BCDSN's lack of competence to perform on the A

11. In the March 28, 2018 hearing the Defendants Attorney's claimed, even **"certified"** that BC and BCDSN are one in the same, and BCDSNB was a Department of or "one with" BC and therefore BC can do whatever it likes with regards to contracting because the contract states they can terminate "at will", BC Attorney's statements are categorically untrue. Exhibits consist of the FLSA "DOL, Federal Wage and Hour" report and investigation showing (33 violations) and BCDSN is a third party non profit entity registered with the Department of Labor.

12. BC has provided five Affidavits in this case and each has material misrepresentations, it is important for the Court to note that Senior BC employees have not provided any Affidavits and All employees have refused depositions.

13. **Summary Judgment** is based on Depositions and BC has refused and purposefully avoided depositions completely and is reason alone for the Court to demand depositions, many questions still exist!

    I would be severely Prejudiced if fact finding does not continue in this case.

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14. BC claims they do not have to "ACT IN GOOD FAITH" by upholding their contractual agreement and Procurement Laws of the State of South Carolina.

15. BC is required by South Carolina Code to follow contractual obligations per the 2010 awarded contract BC failed to comply with the terms set forth in the agreement. BC violated South Carolina Procurement Code by purposefully neglecting laws of Procurement for the 2012 RFP award to BCDSN.

16. **Exhibits show** BCDSN is in fact a separate third-party nonprofit and BC employees colluded, conspired with BCDSN employees and others to commit fraud.

17. **Exhibits show** *(March 28,2018 hearing transcript pages)* BC and their Attorneys have gone to great lengths to intentionally keep BCDSN (third party) status from the Court and Plaintiff's. BC Attorney Josh Gruber and BC Attorney Tom Keveaney said nothing in Court as their Attorney Mr. Dawes Cooke exchanged questions and stated untruths to the Judge regarding the BCDSN third-party to prove tortious inference.

18. **Exhibits** (*ordinance changed in 2011)* show BC Attorney Josh Gruber and BC Administrator Changed this ordnance (*overruling the Governor's appointments of the DSN Board)* and placing the DSN Board in an advisory position and BC Attorney the primary decision maker for BCDSN (a third-party nonprofit).

19. **Exhibits** (*emails between BC employees)* show BC employees made statements acknowledging their illegal actions, and show BC statements n these emails show BC knew they were violating Plaintiff's contract while at the same time asking Plaintiff to meet and provide solutions to re-work the 2010 contract schedules, which Plaintiff did in hopes to repair the costly dismantling of the contract and get back on track. The exhibits also show the Defendants actively with intent working behind Plaintiff's back to undo his contract and give the work to BCDSN (a third party).

20. The Plaintiff did not know and could not have known the BC employees were actively working behind his back and against him until after he received the FOIA thru 2015 (**exhibit timeline of FOIA)**

21. Plaintiff had relied on the previous 18 years of Fair Dealings with BC and was being asked to meet to discuss re-working the schedules where Plaintiff provided options. Plaintiff was told that Bryan Hill or Gary Kubic were the only ones with BC who could approve the suggested changes and was promised by Procurement Director Dave Thomas, Facilities Director Mark Roseneau that Kubic or Hill would join in these meetings, to which they never showed.

22. On several occasions Plaintiff met with Kubic and protested the facility removals, provided the requested detailed proposals showing re-working of schedules and reasons, Kubic promised to help – but never delivered. Plaintiff was terminated 6/30/2014 without a 60-day written notice to terminate.

23. The Timeline below shows FOIA received by Plaintiff clearly demonstrates the BC employees' collusion and conspiracy to commit fraud. The FOIA from BC was not received in total. Plaintiff needed and requested FOIA from State DDSN office as well in order to compare and check against BC's information to clarify rules, regulations etc. for the startup and operations of DSN programs reimbursed by Medicaid.

24. The Timeline between (8/27/2014 to 12/30/2016) shows the Plaintiff is well within the Statute of Limitations for this suit and could never have known he was unconscionably aggrieved prior to receiving the FOIA that BC had colluded and conspired to commit fraud as Plaintiff would never be privy to the BC's internal emails and did not learn until after the FOIA was answered and checked against regulations in 11/2015.

25. **See Exhibits** (transcript pages from 3/28/2018 hearing) The court transcript pages confirm BC's Attorney Dawes Cooke's untrue statements (*and if untrue, not corrected by Gruber or Keveaney)* directly to the court in the 3/28/2018 hearing.

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26. **See Exhibits** (*federal DOL wage and hour reports*) These are BCDSN's registrations with the Federal DOL Wage and Hour division showing BCDSN's separate non-profit status with EIN # 57-6000311. Throughout this case Defendant have avoided their legal and professional responsibilities, disputed their own written words and statements, refused to be questioned and failed to provide any proof of wrong doing where misconduct is clear and present and would warrant further review and knowingly lied to the Court. Its time to gather additional evidence and I respectfully request the Court demand this by denying the Defendants Summary Judgement and demand Defendants depositions and discovery without further delay.

The following is the Timeline for FOIA Requests and Responses from BC which Supports the Plaintiffs claim is within the time frame to bring this suit.

FOIA REQUESTS AND RESPONSES (STATUTE OF LIMITATIONS)
CASE NO. 2016-CP-0701825

8/27/2014 → Response from Joy Nelson on FOIA Request from Plaintiff

8/28/2014 → Email from Joy Nelson clarifying the FOIA Request

8/29/2014 → Received FOIA #5 (22 pages) & FOIA #6 (11 pages)

9/2/2014 → Response from Joy Nelson to C Molloy specific questions regarding DSN reimbursements

9/3/2014

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Response from Joy Nelson to C Molloy ("the Federal Medicaid waiver pays staff salaries but the **pay to consumers is completely from the contract.** Based on the Department of Labor Beaufort County DSN pays some consumer's minimum wage and some are paid based on their ability to do the work through a wage and hour study.")

9/4/2014

Response from Joy Nelson to C Molloy ("The supervisors of the consumers who go out to the sites are various care staff that receives payment of $12.63 to $17.67. According to the Freedom of Information Act, information in regard to employees who makes less than $30,000 annually is exempt, but I did want to release what these supervisors make. In regard to the breakdown of pay for the consumers, there is a wide range of salaries. The monthly range is from $286.38 to $2.84. Some consumers work at multiple sites and when some are out other substitute. Some will work some days and not others.")

9/24/2014

Freedom of Information Act request dated September 10, 2014 asking for all communications regarding RFP 3910-120-221. (15 Attachments)
(13 pages of Internal Emails of Defendants)
(2 pages) General Cleaning Contract Cost from CC)
(2 pages) Change Order #1 (Dated: 3/29/2011)
Change Order #2 (Dated: 11/1/2011)
(2 pages) CC Contract (Scope of Work)
(1 page) CC Contract Renewal 10% Reduction (Dated: 9/8/2011)
(1 page) CC Pricing Page (Dated: 8/7/2012) for FY 2013
(60 pages) Proposal Notice 140227 for Janitorial Services (Closing Date: 2/27/2013
(4 pages) Day Contract Janitorial Proposal to clean Parks & Leisure Services Buildings- Revised 6-18-12
(4 pages) DSN needs in new contract (General Daily Cleaning)
(1 page) Little Flowers Proposal Cost Sheet FY2013
(1 page) Morrison Chemical Proposal Cost Sheet FY2013
(2 pages) BC recommendation Top Ranked CC (Dated: 9/7/2010)
(4 pages) RFP Cleaning Responsibilities (Dave Thomas)
(6 pages) Janitorial Proposal to clean Parks & Leisure Services Buildings- Revised 4/12/13 to include Buckwalter and Burton Wells
(5 pages) Janitorial Proposal to clean St. Helena Library- 4-12-13

11/4/2014

FOIA Request Communications, Funds from BCDSN, Breakdown of Pay to Consumers

11/10/2014

Response to FOIA (11/4/2014) Request from Joy Nelson (7 pages)

11/10/2014

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Received Employing Individuals with Developmental Disabilities Guideline

11/10/2014 → 11/4/2014 FOIA Request Letter with Specific Requests
Breakdown of wage ranges; Federal Medicare Act (Staff);
Email containing Joy Nelson response to specific questions (In Red)
FOIA Request regarding Assault of Minor Son

10/22/2014 → FOIA Request to: Ms. Lois Park more
Director of Government and Community Relations SC Department of Disabilities and Special Needs

4/13/2015 → FOIA Request for BC letters and communications regarding DSN Cleaning Program

9/25/2015 → Response from Joy Nelson; Ref: Several FOIA refused or information not given are not shown on this Timeline.

Craig Molloy 5/17/18
Date

Notary Signature

Date: 5/17/18

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FOIA REQUESTS AND RESPONSES (STATUTE OF LIMITATIONS)

CASE NO. 2016-CP-0701825

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FOIA Request regarding Assault of Minor Son

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Director of Government and Community Relations SC Department of Disabilities and Special Needs

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4/13/2015 → FOIA Request for BC letters and communications regarding DSN Cleaning Program

9/25/2015 → Response from Joy Nelson; Refusing FOIA (RE: Josh Gruber)

8/26/16 Filed Lawsuit against Beaufort County and certain Defendants in a timely manner before Statute of limitations expired on the causes of action that Plaintiffs could not have known existed until they got certain inter-office communications, e-mails, personal emails and other documents from the County as a result of the FOIA sent by the Plaintiffs. That the lawsuit was brought in good faith based on genuine issue of material fact. That the law in South Carolina is when the cause of action is discoverable. The extent of the unconscionably and the unnecessary harm caused to the Plaintiffs in the manner in which the Contract was breached over time and not in accordance with the terms of the Contract, including using private confidential bid information of the Plaintiffs and turning around and using it to bid and award a bid to the Court after setting up a sub minimum wage program for special needs people to help the County "make money to cover shortfalls"- was only discovered when the court handed over documents that contained communications internally by County employees and elected officials on how this entity was set up to interfere with the 2010 Contract that the Plaintiffs had with the County which had been renewed for 18 years- and all previous issues had always been resolved between Plaintiffs and Defendants in past. The manner in which this was breached caused undue harm and is not best for County or taxpayers. The arguments presented (Without any meaningful Discovery responses from Defendants or depositions) still arises to a level where a Genuine Issues of material fact exist that are timely filed within the statue of limitations on when the Plaintiffs knew of should have known based on the level of deception that went into "stringing" his business along without properly terminating him as they allowed a "non-profit" entity with a separate board to use his confidential bid information and leave the if open for themselves for an 2 months and to change the bid before they awarded to itself breaching procurement law and bid rigging violations. Each individual person named in the Complaint was involved in allowing this to happen in the manner it did- as it would not have continued had any one of these individuals stopped it or looked into if it was in Beaufort County's best interests for taxpayer standing and for how competitive bids are properly done. In fact most on County Council did not know what was happening. SEE Affidavit of Former BC Councilwoman Cynthia Beach and the genuine issues she raises in her affidavit.

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The Plaintiff is filing this time line as a time line that reflects dates that are included but not limited to the entire case. He prays the Court will allow him Discovery and a day in Court to hear the merits of his case and take sworn testimony and present all the evidence.

If the Court needs more information beyond this time line, the Plaintiffs request leave to answer any further questions the Court may have. It is his position that in all the documents and exhibits filed, including inconsistencies in the Defendants Affidavits on how the program was set up and how the Special needs contractors are paid as well as all the other evidence to date he has provided in documents and memorandum and exhibits require that Summary Judgment be denied and the case move forward into Discovery. Or that Discovery be granted before any order is done on Summary Judgment. The Plaintiff will be prejudiced, as a taxpayer and as a Corporation and individual if this case is prematurely denied Discovery.

An Affidavit is being filed to supplement the new evidence that has been found and The Plaintiffs are seeking an expert opinion or statement on how the BC and BCDSN (a government non-profit with a separate board and EIN number) operate and how they operate with the DSN program of cleaning when third party individuals are paid – (The evidence to date has a conflict in whether the individuals are employees or contractors and that is itself is genuine issue of material fact). The inconsistent statements rise to a genuine issue of material fact. The manner in which they breached the contract rises to a material issue of genuine fact. The level of unconscionably in how this was done rises to a genuine issue of material fact.

The Plaintiffs respectfully request the Defendants Motion for Summary Judgment be denied. That the Plaintiffs Motion to Compel Discovery be granted.

Respectfully Submitted:

S/ Lauren Martel 2 Corpus Christi Place, Suite 200 Hilton Head SC 29928

843-298-3831

May 17, 2018

Nelson, Joy

From: Holland, Alicia [aholland@bcgov.net]
Sent: Thursday, December 06, 2012 8:18 AM
To: Loper, Shannon
Subject: RE: Written Notes as PDF

You need to send an email to Dave, include Mitzi, myself, Joe, and Morris. If Mitzi can take over the Bluffton Gym, then Dave needs to give Carolina Cleaning a 30-day written notice. Let's say he gets that out today, then the effective date of the change order would be 1/6/2012 that Carolina Cleaning would not bill for Bluffton Gym anymore and DSN would begin billing for it.

Dave keeps telling me that he was under the impression that Mitzi/DSN could not handle the Bluffton Gym too.

-----Original Message-----
From: Loper, Shannon
Sent: Wednesday, December 05, 2012 4:41 PM
To: Holland, Alicia
Subject: RE: Written Notes as PDF

Do I need to send Dave an email to terminate? I will no longer verbally communicate with him.

-----Original Message-----
From: Holland, Alicia
Sent: Wednesday, December 05, 2012 3:32 PM
To: Loper, Shannon
Cc: Hill, Bryan
Subject: RE: Written Notes as PDF

The same reason we renewed with them last year and then did change orders for what DSN took over. Official communication has not happened for Carolina Cleaning to be terminated from the Bluffton Gym and DSN to take over the Bluffton Gym to my knowledge. I have Carolina Cleaning invoices on my desk for the months of November and December 2012 (not paid yet) and both months have billed for the Bluffton Gym. Today is 12/5/2012, so if termination is to occur the communication needs to be made.

The last I was told was that Bluffton Gym was not included in DSN's bid. In order for this to happen a change order needs to take place with the DSN contract (add) and a change order needs to take place with the Carolina Cleaning contract (delete).

I know DSN billed for the last week of October for the Bluffton Gym, but on November 8th, you were going to check with Mitzi to see if they could do the Bluffton Gym. I am not sure how they cleaned the Bluffton Gym any in October.

-----Original Message-----
From: Loper, Shannon
Sent: Wednesday, December 05, 2012 2:59 PM
To: Holland, Alicia
Cc: Hill, Bryan
Subject: RE: Written Notes as PDF

Why are we renewing with Carolina Cleaning for PALS?

-----Original Message-----

From: Holland, Alicia
Sent: Wednesday, December 05, 2012 2:57 PM
To: Hill, Bryan
Cc: Loper, Shannon
Subject: RE: Written Notes as PDF

It is correct. I did it. See attached.

-----Original Message-----
From: Hill, Bryan
Sent: Wednesday, December 05, 2012 2:56 PM
To: Holland, Alicia
Cc: Loper, Shannon
Subject: Written Notes as PDF

I don't think this is correct, janitorial services can you review

Written with NoteTaker HD on my iPad.

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Dave,
See Mark's email below. Please send Craig a letter to provide him with the 30 day written notice.

Thanks,
Alicia

From: Roseneau, Mark
Sent: Wednesday, December 12, 2012 2:25 PM
To: Holland, Alicia
Subject: RE: Amendment to contract adding Bluffton Gym

Alicia,
I received from Dave the DSN proposal this past Tuesday. The scope of work between the current contract and the DSN proposal differ. These items are detailed in the contracts and all parties should take note of this. I'm all for DSN Day Program and their janitorial program. Please proceed with DSN for janitorial services at the Bluffton Gym.
Thanks,
Mark

From: Holland, Alicia
Sent: Wednesday, December 12, 2012 10:11 AM
To: Roseneau, Mark
Subject: FW: Amendment to contract adding Bluffton Gym
Importance: High

Mark,
I am entering the requisition for Carolina Cleaning for the contract renewal period 11/1/2012 – 10/31/2013 (the FY2013 po will only cover through 6/30/2013). I will need for you to approve as soon as possible (you should get an email once I have entered) so that we can pay Carolina Cleaning for November 2012.

I have not heard from you regarding the Bluffton Gym. Dave Thomas will not send the 30 day written notice until you provide approval. I am following up with you as the Bluffton Gym cleaning services are paid from PALS general ledger account.

Thanks,
Alicia

From: Thomas, Dave
Sent: Monday, December 10, 2012 9:46 AM
To: Holland, Alicia; Roseneau, Mark
Cc: Dimont, Richard
Subject: RE: Amendment to contract adding Bluffton Gym

I have not received approval from Mark yet to change the contract. I have the following concerns: As you know, Carolina Cleaning's contract price was based on the total number of facilities in the original RFP. Note, we have already cut his contract by 10%. With this in mind, I believe Carolina Cleaning will come back with a request for a 3 to 5 percent overall increase once he receives the change

order to drop the Bluffton Gym from his contract. I know this is a good opportunity for DSN and PALS, but we need to make sure that Mark has a chance to review. Also, Carolina Cleaning should be notified properly with a meeting and in writing. Most importantly, if the scope of work from the original contract was changed by PALS in order to drop the price, Carolina Cleaning may protest that they were not given a chance to meet the pricing change.
We must remember, the Bluffton Gym was not part of the original *North of the Broad* RFP and we need to proceed fairly in order to obviate any legitimate protest.

Respectfully,
Dave

Dave Thomas, CPPO, CPPB
Purchasing Director
Beaufort County
phone: 843-255-2353
Fax: 843-255-9437
email: dthomas@bcgov.net

From: Holland, Alicia
Sent: Monday, December 10, 2012 9:15 AM
To: Thomas, Dave
Subject: FW: Amendment to contract adding Bluffton Gym

Following up on this letter going to Craig/Carolina Cleaning. Please advise the status.

Thanks,
Alicia

From: Loper, Shannon
Sent: Friday, December 07, 2012 2:09 PM
To: Thomas, Dave; Wagner, Mitzi; Penale, Joe; Love, William; Holland, Alicia; Roseneau, Mark
Cc: Dimont, Richard
Subject: RE: Amendment to contract adding Bluffton Gym

Dave,

I understand Mark is in charge of facilities and he was included in the bid process. This however comes from the PALS budget and we would like this letter sent today.

Thanks.

From: Thomas, Dave
Sent: Friday, December 07, 2012 2:06 PM
To: Wagner, Mitzi; Loper, Shannon; Penale, Joe; Love, William; Holland, Alicia; Roseneau, Mark
Cc: Dimont, Richard
Subject: RE: Amendment to contract adding Bluffton Gym

Thank you Mitzi. I will need Mark's approval in order to move forward since he is in charge of all facilities.
Regards,
Dave

Dave Thomas, CPPO, CPPB
Purchasing Director
Beaufort County
phone: 843-255-2353
Fax: 843-255-9437
email: dthomas@bcgov.net

From: Wagner, Mitzi
Sent: Friday, December 07, 2012 1:56 PM
To: Thomas, Dave; Loper, Shannon; Penale, Joe; Love, William
Subject: FW: Amendment to contract adding Bluffton Gym

This is when I originally sent it.

Please note new address

Mitzi H Wagner
Executive Director
Beaufort County Disabilities & Special Needs
100 Clear Water Way
Beaufort, SC 29906
Phone 843-255-6290
Cell 843-812-7202
Email mwagner@bcgov.net
Fax 843-255-9417

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From: Wagner, Mitzi
Sent: Friday, September 28, 2012 4:39 PM
To: Penale, Joe; Loper, Shannon
Cc: Love, William; Thomas, Dave
Subject: Amendment to contract adding Bluffton Gym

Shannon,
Sorry we could not talk. Bill and I met with staff today and added Bluffton to our contract. The cost is a little higher for a couple of reasons. First there are more bathrooms requiring more time and because the supplies are greater for more bathrooms. By the way our group did clean it this week. Please let me

know if you have issues or want to discuss this. Hope you are pleased with our services. Our staff and consumers are really enjoying this contract and seem to have developed good relationships at the sites. The areas I have changes are highlighted.
Thanks,
Mitzi

Please note new address

Mitzi H Wagner
Executive Director
Beaufort County Disabilities & Special Needs
100 Clear Water Way
Beaufort, SC 29906
Phone 843-255-6290
Cell 843-812-7202
Email mwagner@bcgov.net
Fax 843-255-9417

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I need to review the site specific requirements with PALS and the Libraries, and develop the out of scope work beyond the capability of DSN, wrap it up this week.
Thanks

Sent from my Verizon Wireless 4G LTE DROID

"Hill, Bryan" <bhill@bcgov.net> wrote:

See below
Bryan Hill
Deputy County Administrator
P.O. Box 1228
Beaufort, S.C. 29901-1228
(843) 255-2025 Office
bcgov.net

From: <Thomas>, DAVE THOMAS <dthomas@bcgov.net>
Date: Tuesday, November 12, 2013 at 8:33 AM
To: bryan hill <bhill@bcgov.net>, "Holland, Alicia" <aholland@bcgov.net>
Subject: Re: Cleaning Contract

The month to month has been signed by Carolina Cleaning. Waiting on final specifications from Mark Roseneau for the new RFP.
Respectfully,
Dave

Sent from my Verizon Wireless 4G LTE DROID

"Hill, Bryan" <bhill@bcgov.net> wrote:

Status please?

Craig,
I completely understand your comments about our consumers doing cleaning. You would be sub contracting which is not acceptable. In that case we will no longer use consumers to complete tasks that are in our current contract with you, cleaning bathrooms, emptying trash etc. We will leave that for your crew.

As for the mondo flooring it is my understanding that part of the warranty is appropriate cleaning and I think that is the reason you got the contract to clean the building since you have the machinery and expertise to clean it. If it is not cleaned appropriately that may nullify the warranty. Thank you for agreeing to do that. Any Saturday morning would be acceptable as long as you are finished by 1:00. We have a program that is in the building from 1 until 6. Also any evening after 6 or any Sunday. Just let Bill and I know when you plan to come.
Thanks,
Mitzi

Please note new address

Mitzi H Wagner
Executive Director
Beaufort County Disabilities & Special Needs
100 Clear Water Way
Beaufort, SC 29906
Phone 843-255-6290
Cell 843-812-7202
Email mwagner@bcgov.net
Fax 843-255-9417

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From: Carolina Cleaning [mailto:carolina.cleaning.info@gmail.com]
Sent: Friday, June 01, 2012 9:10 AM
To: Love, William
Cc: Wagner, Mitzi
Subject: Re: Cleaning contract

Bill...

This goes back to the price we are charging and what I was told is available to pay for this service.
I mentioned to Mitzi that she needs to be in the 6 k per month range if she wants this building "properly" cleaned. That may even be a bit low.

I would be happy to show you numbers (that are my cost) on how this would look.

Due to budget constraints we will not be able to pay for Carolina Cleaning to clean the DSN building after July 30th. We will clean the building internally. We would consider a proposal for cleaning the mondo flooring monthly and one for buffing the VCT monthly and stripping and seal twice a year.
Thanks for your help.
Mitzi

Please note new address

Mitzi H Wagner
Executive Director
Beaufort County Disabilities & Special Needs
100 Clear Water Way
Beaufort, SC 29906
Phone 843-255-6290
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Sent: Friday, June 01, 2012 9:10 AM
To: Love, William
Cc: Wagner, Mitzi
Subject: Re: Cleaning contract

Bill...

This goes back to the price we are charging and what I was told is available to pay for this service.
I mentioned to Mitzi that she needs to be in the 6 k per month range if she wants this building "properly" cleaned. That may even be a bit low.

I would be happy to show you numbers (that are my cost) on how this would look.

re: floor
I think the last time we did the blue floor was after the county council had their meeting, this is with a machine scrub. It should be getting mopped as it is available to do so, we clean during the day so as time permits this can get done.

- re: work comp.
1. It really is not legal to pay DSN to then go pay the folks cleaning. (this would be like I was Sub - contracting the cleaning of the building back to DSN) This would certainly raise some questions...

We are essentially doing this already. I check the log frequently, check the dollar value, and forward upcoming renewals valued at $25k or more. In the meantime I pre-write the letters and await confirmation from the county council to go forward.
This particular renewal went out very promptly, though. I went out prior to the revised county council approval process going into effect.

Thanks,
Richard Dimont
rdimont@bcgov.net
Phone: 843-255-2352

Do you really need to print this email? Reduce, Reuse, Recycle!

From: Holland, Alicia
Sent: Monday, December 03, 2012 12:10 PM
To: Thomas, Dave
Cc: Dimont, Richard
Subject: RE:

We have a Finance Committee meeting 1 week from today – Monday, 12/10 and County Council meeting too.

Is there any way that Rick can use the contract log and create recommendation memos for all contracts that need renewal? For example, Carolina Cleaning contract period began November 1, 2012. If it has not been taken forward what other November 1st contracts need to be taken forward? Now we are into December, I know ABR and Alford Leasing need to be renewed/taken forward and are there any other December 1st renewals that need to be taken to CC. Then start on January 1st renewals. We need to stay ahead of the renewals as the vendor invoices continue to come in and we cannot pay them without a purchase order in place. I will be glad to help review the memos.

Thanks,
Alicia

From: Thomas, Dave
Sent: Monday, December 03, 2012 11:52 AM
To: Holland, Alicia
Cc: Dimont, Richard
Subject: FW:

This may help.
The first contract renewal letter was sent out in July for the original contract. This was before we were required to bring back all contract renewals to CC. We will need to bring this to CC. The second letter cancels the DSN cleaning. The third letter address' the Library. We are planning on bidding out the St. Helena Library cleaning as soon as possible. I am currently working on six other solicitations, but will complete this task as soon as I can get to it. When is the next available Finance Committee meeting?
Regards,

Dave

Dave Thomas, CPPO, CPPB
Purchasing Director
Beaufort County
phone: 843-255-2353
Fax: 843-255-9437
email: dthomas@bcgov.net

From: Dimont, Richard
Sent: Wednesday, October 31, 2012 2:45 PM
To: Thomas, Dave
Subject:

Sincerely,
Richard Dimont, Contract Specialist
Purchasing Department
P.O. Drawer 1228
102 Industrial Village Rd. Bldg 3
Beaufort, SC 29901-1228
rdimont@bcgov.net
Phone: 843-255-2352
FAX: 843- 255-9437

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CASE # 2016-CP-07-1825

ELECTRONICALLY FILED - 2018 May 25 4:46 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701825

ORDINANCE NO. 2011 / 29

AN ORDINANCE TO AMEND PART I, CHAPTER 46, ARTICLE III OF THE BEAUFORT COUNTY CODE OF ORDINANCES RELATING TO THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS BOARD AND PROVISIONS RELATING THERETO

Whereas, Beaufort County Ordinance 2002/33 (General Template) and South Carolina Code Ann. Section 44-20-10 et. seq., establishes the authority for development of County Disabilities and Special Needs Boards; and

Whereas, from time to time it is necessary for County Council to reexamine its codes and ordinances to ensure that they are current in their wording and executions; and

Whereas, it is apparent that certain language contained in Sections 46-91 and 46-92 should be amended to reflect the current processes, characteristics, and purposes of the Beaufort County Disabilities and Special Needs Board.

Now, THEREFORE, BE IT ORDAINED, by Beaufort County Council that Part I, Chapter 46, Article III of the Beaufort County Code of Ordinances be amended to read as follows:

Sec. 46-91. – Purpose.

The purpose of the Beaufort County Board of Disabilities and Special Needs is to advocate for the individuals with disabilities and special needs who are served by the Beaufort County Disabilities and Special Needs Department; to provide assistance and advice to the Beaufort County Disabilities and Special Needs Department staff concerning matters of policy; and to promote community awareness of Beaufort County Disabilities and Special Needs Department programs and services.

Sec. 46-92. – Membership; terms of office.

(a) The membership of the Board shall be at least seven (7) members, but not more than eleven (11), and shall be appointed by Beaufort County Council.

(b) Board members shall serve a term of office of four (4) years as identified in their appointment letter subject to the following voting requirements for appointment and reappointment:

a. 1st Term- Requires an affirmative vote of no less than six (6) Council members;
b. 2nd Term- Requires an affirmative vote of no less than eight (8) Council members; and
c. 3rd or Subsequent Term- Requires and affirmative vote of no less than ten (10) members of Council.

(c) Members of the Board shall serve without compensation from either the State of South Carolina or Beaufort County, with the exception that limited travel or other expenses may be reimbursed upon prior written approval of the County Administrator.

CASE # 2016- CP-07-1825

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(d) Any member desiring to resign from the Board shall do so by submitting his or her resignation in writing to the Chairman of County Council and the Chairman of the Board of Disabilities and Special Needs. Members who fail to attend 3 consecutive meetings without prior written notice will be subject to recommendation for removal to County Council.

Adopted this 26th day of September, 2011

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Wm. Weston J. Newton, Chairman

APPROVED AS TO FORM:

_____
Larson F. Howell, Staff Attorney

ATTEST:

_____
Suzanne M. Rainey, Clerk to Council

First Reading: August 22, 2011
Second Reading: September 12, 2011

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| | | |

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2016CP0701825 Exhibit A

BURTON CENTER	#	$	
Capitated Contract			
Band B - At-home ID/DD Waiver	85	$ 1,104,150	
Band I - At-Home CSW	131	$ 1,783,172	
Band C - Residential	19	$ 601,654	
Band D - Residential	9	$ 176,113	
Band E - Residential	4	$ 97,196	
Band F - Residential	1	$ 38,104	
Band G - Residential	37	$ 2,277,831	
Band H - Residential	90	$ 7,801,581	
Total Capitated Contract	376	$ 13,879,792	
Special Contracts			
Early Intervention	32	$ 124,618	
Family Support		$ 43,559	
State Funded Follow Along	1	$ 5,850	
State Funded Community Supports	12	$ 170,654	
Total Special Contracts	45	$ 344,181	
TOTAL BURTON CENTER CONTRACTS	421	$ 14,223,898	

SERVICES	# OF CONSUMERS	CONTRACT AWARD AS OF 2018	COUNTIES SERVED
Case Management	356	$ 592,590	Abbeville, Edgefield, Greenwood, McCormick, Saluda
Early Intervention	32	$ 124,618	
Day	271	$ 3,250,856	Abbeville, Edgefield, Greenwood, Laurens, Lexington, McCormick, Saluda
Residential	160	$ 9,848,343	Abbeville, Edgefield, Greenwood, Lexington, McCormick, Saluda
At-Home Services	216	$ 1,000,165	Abbeville, Edgefield, Greenwood, McCormick, Saluda

2016CP0701825 Exhibit A

JASPER	#	$
Capitated Contract		
Band B - At-home ID/RD Waiver	19	$ 246,810
Band I - At-Home CSW	29	$ 394,748
Band G - Residential	8	$ 492,504
Band N - Residential	16	$ 1,947,880
Total Capitated Contract	72	$ 2,481,942
Special Contracts		
Early Intervention	17	$ 62,309
Family Support		$ 7,236
HASCI - Individual Rehab Supports	5	$ 45,000
State Funded Community Supports	1	$ 14,222
Fiscal Agent - ID/RD Attendant Care	-	$ 400,000
Fiscal Agent - CS Waiver Attendant Care	-	$ 1,675,000
* Fiscal Agent - Self-Arranged Attendant Care	-	$ 385,000
Fiscal Agent - Respite Payroll	-	$ 2,680,000
* Fiscal Agent - Respite Payroll Admin	-	$ 85,000
Fiscal Agent - HASCI Self-Directed Care	-	$ 4,100,000
Total Special Contracts	23	$ 9,253,767
TOTAL JASPER CONTRACTS	95	$ 11,735,709

* Services Contract amount does not fluctuate as a result of consumers exercising choice of service provider or utilization of authorized service.

SERVICES	# OF CONSUMERS	CONTRACT AWARD AS OF 2018	COUNTIES SERVED
Case Management	101	$ 169,391	Beaufort, Colleton, Hampton, Jasper
Early Intervention	17	$ 62,309	
Day	70	$ 821,974	
Residential	24	$ 1,554,352	Jasper
At-Home Services	48	$ 172,074	
Fiscal Agent		$ 9,125,000	Statewide

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2016 CP 0701825

04-03883-S-012	AUGUSTA TRAINING SHOP, INC	58-0632778	1704 JENKINS STREET	Augusta	GA	30904	R	9/1/2017	8/31/2
03-04316-S-068	AUTISM SERVICES ASSOCIATIC	04-2470786	47 WALNUT STREET	Wellesley	MA	02481	R	12/1/2016	11/30/2
06-03368-S-036	AVENUES TO INDEPENDENCE	36-6006710	444 MERCANTILE COURT	Wheeling	IL	60090	R	6/1/2016	5/31/2
06-01168-S-028	AVOYELLES SOCIETY FOR THE	72-0679452	377 MOREAU STREET	Marksville	LA	71351	R	3/1/2017	2/28/2
05-03990-S-078	AWRC Industries	35-1049596	1425 PROGRESS ROAD	Fort Wayne	IN	46808	R	9/1/2016	8/31/2
04-01999-S-142	BABCOCK CENTER, INC.	57-0612739	2725 BANNY JONES AVENUE	West Colum	SC	29171	R	10/1/2016	9/30/2
09-03772-S-221	BAKERSFIELD ARC, INC.	95-1905520	2240 SOUTH UNION AVENUE	Bakersfield	CA	93307	R	6/1/2016	5/31/2
05-04488-S-030	BARBARA OLSON CENTER OF	36-2212474	9208 NORTH CENTRAL AVEI	Rockford	IL	61101	R	10/1/2016	9/30/
03-01339-S-125	BARBER NATIONAL INSTITUTE	23-7447611	100 BARBER PLACE	Erie	PA	16507-18(	R	1/1/2017	12/31/
03-01448-S-048	BARC PRODUCTION SERVICES	23-1488900	1448 OLD BETHLEHEM PIKE	Quakertown	PA	18951	R	12/1/2016	11/30/
03-04723-S-042	BAROCO CORPORATION	04-2803463	99 WINSTED ROAD	Torrington	CT	06790	R	8/1/2017	7/31/
05-14683-S-003	BARRON COUNTY DEVELOPME	47-2572324	175 N LAKE STREET	Barron	WI	54812	R	3/1/2017	2/28/
05-14177-S-010	BATES COUNTY INDUSTRIES, I	55-0792196	ROUTE 1 BOX 47	Butler	MO	64730	R	3/1/2016	2/28/
04-01956-S-030	BAWAC, INC.	61-0644625	7970 KENTUCKY DRIVE	Florence	KY	41042	R	10/1/2017	9/30/
06-01242-S-042	BAXTER DAY SERVICE CENTEF	71-0313696	1631 LEO DAVIS DRIVE	Mountain H	AR	72653	R	3/1/2017	2/28/
03-03189-S-037	BAYSIDE COMMUNITY NETWOI	52-1138792	1290 WEST PULASKI HIGHW	Elkton	MD	21921	R	2/1/2017	1/31/
09-03642-S-201	BEACON GROUP SW, INC.	86-0107976	308 WEST GLENN	Tucson	AZ	85705	R	6/1/2017	5/31/
06-03797-S-019	BEARTOOTH INDUSTRIES	81-0347025	1220 N. Haggin Avenue	Red Lodge	MT	59068	R	3/6/2017	2/2/
04-04122-S-030	BEAUFORT COUNTY DEVELOPI	56-1074342	1534 WEST 5TH STREET	Washington	NC	27889	R	10/1/2016	9/3/
04-04314-S-044	BEAUFORT COUNTY DISABILIT	57-6000311	100 CLEAR WATER WAY	Beaufort	SC	29906	R	2/1/2016	1/3/
06-03567-S-071	BEAUREGARD ARC	72-0626100	221 MAHLON STREET	DeRidder	LA	70634	R	6/1/2017	7/3/

Exhibit

Status	[illegible]	[illegible]	[illegible]
018 Issued	N	N	23
018 Issued	N	N	75
018 Issued	N	N	123
019 Issued	N	N	40
018 Issued	N	N	279
018 Issued	N	N	140
018 Issued	N	Y	243
018 Issued	N	N	114
2018 Issued	N	Y	457
2018 Issued	N	N	193
2019 Issued	N	N	17
2018 Issued	N	N	36
/2018 Issued	N	N	40
/2019 Pending			
/2019 Issued	N	N	60
/2018 Issued	N	N	111
/2019 Issued	N	Y	364
/2019 Issued	N	N	28
/2018 Issued	Y	N	39
/2018 Issued	N	N	58
/2019 Issued	N	N	8

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2016 CP 0701825 Exhibit

BEAUFORT	#	$	
Capitated Contract			
Band B - At-home ID/RD Waiver	67	$ 889,984	
Band I - At-Home CSW	96	$ 1,306,752	
Band D - Residential	7	$ 136,976	
Band E - Residential	1	$ 24,297	
Band F - Residential	1	$ 38,104	
Band G - Residential	20	$ 1,231,260	
Band H - Residential	22	$ 1,812,756	
Band R - Residential	1	$ 90,529	
Total Capitated Contract	215	$ 5,530,658	
Special Contracts			
Early Intervention	90	$ 330,699	
Family Support	-	$ 27,100	
Caregiver Relief	-	$ 65,000	
State Funded Community Supports	7	$ 99,554	
Total Special Contracts	97	$ 522,353	
TOTAL BEAUFORT CONTRACTS	312	$ 6,053,011	
SERVICES	# OF CONSUMERS	CONTRACT AWARD AS OF 2018	COUNTIES SERVED
Case Management	224	$ 368,095	Beaufort
Early Intervention	90	$ 330,699	
Day	198	2,375,892	Beaufort, Jasper
Residential	52	2,785,694	Beaufort
At-Home Services	163	$ 560,726	

2016 CP 0701825 Exhibit

South Carolina Department of Disabilities and Special Needs

Board Governance

October 3, 2017

n	Aiken County Board of Disabilities and Special Needs (Tri-Development Center of Aiken Co., Inc.)	Ordinance No. 92-3-12 (1992)	Governor
ndale/Barnwell	Allendale/Barnwell Counties Disabilities and Special Needs Board	Ordinance No. 92-63 (1992); 1992-55 (1992)	Governor
erson	Anderson County DSN Board	Ordinance No. 343 (1992)	Governor
berg	Bamberg County DSN Board	Ordinance No. 1-93-1 (1993)	Governor
ford	Beaufort County DSN Board	Ordinance No. 89-9 (1989)	Governor
eley	Berkeley Citizens, Inc.	Ordinance No. 88-8-12 (1988)	County Council
oun	Calhoun County DSN	Act 1127 (1974) (approved 1974)	Governor
leston	Disabilities Board of Charleston County	Ordinance No. 805 (1991)	County Council
okee	Cherokee County DSN Board	Ordinance of 2-21-1995 (Unnumbered)	Governor
ter/Lancaster	Chester-Lancaster Disabilities and Special Needs Board, Inc.	Ordinance No. 5-1-85 (1989) (Chester); 111 (1998) (Chester-Lancaster)	Governor
erfield	Clarendon County DSNB (CHRSCO Services)	Ordinance No. 90-91-06 (1991)	County Council
endon	Clarendon County DSN Board	Ordinance No. 11-7 (1991)	County Council
eton	Colleton County Board of Disabilities and Special Needs	Ordinance No. 83-0-23 (1983); 93-0-29 (1993)	County Council
ington	Darlington County DSN Board	Ordinance No. 91-16 (1991)	Governor
hester	Dorchester County Board of Disabilities and Special Needs	Ordinance No. 90-05 (1990)	Governor
il-County Board (Emerald City)	Emerald City (Burton Center For Disabilities and Special Needs)	Ordinance No. 95-96-329 (1995)	Governor
Abbeville	Emerald City (Burton Center For Disabilities and Special Needs)	Ordinance No. 91-21 (1992)	Governor
Edgefield	Emerald City (Burton Center For Disabilities and Special Needs)	Ordinance No. 93-94-314 (1994)	Governor
Greenwood	Emerald City (Burton Center For Disabilities and Special Needs)	Ordinance No. 11-91 (1991)	Governor
McCormick	Emerald City (Burton Center For Disabilities and Special Needs)	Ordinance No. 94-03 (1994)	Governor
Saluda	Emerald City (Burton Center For Disabilities and Special Needs)	Ordinance 79-91 (1991)	Governor
field	Fairfield DSN Board	Ordinance No. 61 (1983)	County Council
ence	Florence County DSN Board	Ordinance No. 15-93/94 (1993)	Governor

Craig Molloy
email: scmolloy@gmail.com
phone: 843.368.7300

From: Craig Molloy scmolloy@gmail.com
Subject: Exhibits to File w/ Craig AFF.
Date: May 25, 2018 at 4:23 PM
To: Lauren Martel lmartellaw@hargray.com

94

897

2016CP0701825 Exhibit

South Carolina House of Representatives

Legislative Oversight Committee

HEALTHCARE AND REGULATORY SUBCOMMITTEE

Chairman Phyllis J. Henderson
The Honorable William K. Bowers
The Honorable MaryGail K. Douglas
The Honorable Bill Taylor

Tuesday, October 10, 2017
10:00 a.m.
Room 110-Blatt Building

Pursuant to Committee Rule 6.3, S.C. ETV shall be allowed access for televised streaming whenever technologically feasible.

AGENDA

I. **Approval of Minutes**

II. **Discussion of study of the Department of Disabilities and Special Needs**

III. **Adjournment**

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2016 CP 0701825 Exhibit

Healthcare and Regulatory Subcommittee Meeting
Tuesday, October 10, 2017

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[redacted]

- March 2015 - Agency submits its **Annual Restructuring and Seven-Year Plan Report**, which is available online.
- January 11, 2016 - Agency submits its **2016 Annual Restructuring Report**, which is available online.
- January 10, 2017 - **Full committee votes to schedule the Department of Disabilities and Special Needs for study.** Video of the meeting is available online.
- February 9, 2017-March 13, 2017 - Committee solicits input from the public about the agency in the form of an **online public survey.** The results of the public survey are available online.
- March 2, 2017 - Committee holds **public input meeting** about Department of Archives and History; DDSN; and John de la Howe School. Video of the meeting is available online.
- May 1, 2017 - Agency submits its **Program Evaluation Report**, which is available online.
- September 18, 2017 - Subcommittee holds meeting to discuss agency **history, governance, services, and customers.**
- Ongoing - Public may submit written comments on the Oversight Committee's webpage on the General Assembly's website (www.scstatehouse.gov).

2017CP0701825 5:24:54

Healthcare and Regulatory Subcommittee Meeting Packet 10/10/17 Page 1 of 189