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Award Cancellation

Matter of: Economic Modeling, LLC dba Lightcast

File No.: 2026-223B

Posting Date: July 14, 2026

Contracting Entity: University of South Carolina

Solicitation No.: GS-RFP-260025-01

Description: Academic Program, Labor Market, and Alumni Outcomes Analytics Tools

DIGEST

The Chief Procurement Officer (CPO) cancels the award to Economic Modeling, LLC dba Lightcast (Lightcast) on the above solicitation due to the University of South Carolina's (the University) change in needs necessitating a revision of the specifications. The University's request to cancel the award is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review pursuant to S.C. Code Ann. § 11-35-1520(7) and Regulation 19-445.2085. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND & DISCUSSION

On October 16, 2025, the University issued a solicitation for proposals to provide "a comprehensive suite of labor market and data solutions to assess existing and potential new academic programs" for the Office of Academic Planning and Decision Support. [Exhibit B] Though the scope of the contract was developed around the needs of the Office of Academic Planning and Decision Support, the solicitation did include a clause stating:

The University reserves the right to use this contract for additional departments, divisions, and campuses on an as needed basis. While this clause in no way commits any other department, division, or campus to purchase from awarded Contractor, nor does it guarantee any additional orders will result, it does allow University-related faculty, staff, and student organizations at their discretion, to utilize the resulting contract and purchase directly from the awarded Contractor(s). Such additions: (1) Shall be limited to the terms, conditions, and pricing negotiated as a result of this solicitation; (2) Shall not be subject to any additional terms and conditions; (3) Shall not be a mandatory requirement of the Systems Campuses; (4) Shall not be renegotiated outside of what is allowable under the terms and conditions of this solicitation; (5) **Shall be added through the provision by the University through a negotiated Change Order as stated in Changes clause 07-7B025- 1** and shall not require an additional contract to be considered or signed; and (6) Initiation shall be allowable only during the first three years of the resulting contract(s); and shall not exceed the expiration date of the contract(s) resulting from this solicitation.

[emphasis supplied]

Similarly, Amendment 1 included the following question and answer:

While we understand the contract is for the University System office, will individual universities and campuses within the System also be able to pull data from the vendor's platform?

State's Response: The main Columbia campus will pull data initially, but contract will allow add-ons if other campuses want to use tools.

[Id.]

This purported reservation of right by the University created an indefinite delivery/indefinite quantity (IDQ) aspect to the contract.

On May 22, 2026, after receipt and evaluation of proposals, the University posted a notice of intent to award a contract to Lightcast. On May 28, after timely filing a notice of intent to protest, Chmura Economics & Analytics protested.

After Chmura filed its protest, the University determined that it needed to expand the solicitation from a specific-department solution to an enterprise-wide solution including all campuses. The University believes making such a change under the current solicitation would be a material change prohibited by the Procurement Code. Moreover, to assure that the changed scope reflects the broader system needs, the University realized it would need to engage and collaborate with all its campuses to define their requirements. Ultimately this effort would result in a new solicitation with a new scope of work. Having revised its need, the University believes that proceeding under Solicitation GS-RFP-260025-01 would not be in its best interest.

Section 11-35-2060 prohibits material changes to a contract. The CPO agrees with the University that to make the type of change contemplated by the University would be a material change of scope violating this provision

despite the fact that the University's solicitation attempted to use language allowing it to make a material change by treating the contract as an IDQ contract. However, to the extent the University was attempting to establish an IDQ contract, the University did not comply with Section 11-35-3305. The University did not obtain CPO approval to establish an IDQ contract, nor did the University place sufficient controls in the solicitation to avoid a situation where a delivery order or series of delivery orders in combination create a prohibited material change.

Section 11-35-1520(7) authorizes the cancellation of awards or contracts after award but before performance in accordance with regulations promulgated by the Board. Regulation 19-445.2085(C) states:

After an award or notification of intent to award, whichever is earlier, has been issued but before performance has begun, the award or contract may be canceled and either re-awarded or a new solicitation issued or the existing solicitation canceled, if the Chief Procurement Officer determines in writing that:

- (1) Inadequate or ambiguous specifications were cited in the invitation;
- (2) **Specifications have been revised;**
- (3) The supplies, services, information technology, or construction being procured are no longer required;
- (4) The invitation did not provide for consideration of all factors of cost to the State, such as cost of transporting state furnished property to bidders' plants;
- (5) Bids received indicate that the needs of the State can be satisfied by a less expensive article differing from that on which the bids were invited;
- (6) The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith;
- (7) Administrative error of the purchasing agency discovered prior to performance, or
- (8) For other reasons, cancellation is clearly in the best interest of the State.

[emphasis supplied]

While the authority to cancel awards and solicitations should be exercised carefully and sparingly, these provisions authorize the CPO to cancel an award of a contract before performance begins, when a compelling reason exists and one or more of the grounds listed in the Regulation are present. For the reasons set forth above, the CPO finds that a compelling reason to cancel the award in this case exists.

Determination on Request to Cancel Award - page 4

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DECISION

For the foregoing reason, the CPO cancels the award of a contract to Lightcast and remands this matter back to the University to proceed in accordance with the Procurement Code.

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

John St. C. White
Chief Procurement Officer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2025)

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

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

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

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1205 Pendleton Street, Suite 366, Columbia, SC 29201

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

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

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

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

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