

	State of South Carolina Request for Proposals (RFP) From S.C. Legislative Audit Council (LAC)	Date Issued: LAC Contact: Phone: E-Mail Address:	10/05/2026 Stacey Gardner (803) 545-0487 sgardner@lac.sc.gov
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DESCRIPTION: LAC is seeking proposals from contractors who serve as professional estimators experienced in evaluating construction site/site development cost overruns and environmental mitigation to conduct a cost review of the Scout Motors (Scout) site in Blythewood, South Carolina.

SUBMIT PROPOSAL BY 10/23/2026 11:00 AM EDT

QUESTIONS MUST BE SUBMITTED BY 10/16/2026 11:00 AM EDT (see General Instructions on p. 9)

SUBMIT YOUR PROPOSAL BY E-MAIL TO THE LAC CONTACT (sgardner@lac.sc.gov) OR TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS: S.C. Legislative Audit Council 1331 Elmwood Avenue, Suite 315 Columbia, SC 29201 Attention: Stacey Gardner	PHYSICAL ADDRESS: S.C. Legislative Audit Council 1331 Elmwood Avenue, Suite 315 Columbia, SC 29201 Attention: Stacey Gardner
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ENTITY NAME (Full legal name of business)	
AUTHORIZED SIGNATURE 	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	DATE
MAILING ADDRESS 	
CITY 	STATE/ZIP CODE
TELEPHONE # 	E-MAIL ADDRESS

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I. INTRODUCTION

As part of the Fiscal Year 2026-27 General Appropriations Act, the South Carolina General Assembly included Proviso 117.207 (Proviso). Among other things, the Proviso authorizes the LAC to hire third-party professionals who have expertise in large commercial development projects—including site acquisition, environmental permitting, construction management/engineering, earth moving, and road paving—to provide specialized assistance to LAC in its review of cost overruns associated with the Scout project in Blythewood, Richland County, South Carolina. The Proviso is set out in its entirety in Section VIII of this request for proposals (RFP). The LAC has, prior to the publication of this RFP, conducted interviews with most, if not all, of the entities involved with the project and has gathered relevant information from those parties to assist the selected third-party professional with its work on the cost review.

The Proviso provides that the scope of the Scout cost overrun study must include an analysis of the accuracy of the purported financial shortage (\$150 million); a determination as to whether the acquisition and development costs associated with the Scout site were greater than they would have been had the South Carolina Department of Commerce (Commerce) selected a tract that was flatter and more open and whether such tract was available; an assessment of the adequacy of Commerce's original environmental due diligence and consultant qualifications; an accounting of when Commerce or its agents received notice that the original environmental mitigation package was inadequate and what action was taken; an assessment of the prudence of commencing upland construction before the federal wetlands permit was issued, including the decision to retain rather than demobilize heavy equipment during the five-month wetlands permit suspension; an analysis that shows the itemized basis for the road overruns, distinguishing scheduling disruption from estimate error; a description of all phases of construction, as well as copies of subcontracts, Gantt charts, pay applications, change orders, and payments; and an analysis of whether Commerce's incentive contract or any professional liability remedy provides a basis to recover overrun costs from responsible parties. In addition, the study must determine a complete payment schedule identifying each payee, as well as the legal basis, amount, and deadline for each obligation; the amount owed to the South Carolina Department of Transportation (SCDOT) and whether that interagency obligation warrants the same urgency as payments to private parties; the amount attributable to future environmental remediation; the associated projected payment schedule, and whether a phased appropriation would satisfy all contractual obligations; whether any portion of the \$150 million purported overrun reflects contingent or unincurred costs. The LAC will retain responsibility for the overall investigation and for making the determinations required by the Proviso. The Contractor will provide specialized technical analysis in the limited areas identified in Section II.

Ultimately, the LAC will use the technical expertise and assistance provided by the Contractor to inform the LAC analysis that will include, but not be limited to, outlining suggested systemic changes for future incentive package projects sponsored by Commerce.

The Contractor shall perform only those technical services authorized by the LAC and shall not independently expand the scope of the review and will work under the direction of the LAC. By accepting the terms of the negotiated agreement with the LAC, the Contractor agrees to comply with both S.C. Code § 2-15-62 and S.C. Code § 2-15-120, which will, respectively, subject the Contractor to statutory provisions and penalties regarding the confidentiality of records of entities under review and require the Contractor to keep all LAC records confidential. As such, the work of the Contractor and any records provided by the LAC and/or parties with whom the LAC has conferred on this project will be protected from disclosure to third parties, including disclosure under the Freedom of Information Act.

All state agencies involved with the Scout project must, per the Proviso, provide their full cooperation with this study and make available, within 15 days of request, copies of all contracts, invoices, correspondence, consultant reports, and permitting and communications records related to the project. The LAC has already requested this information from the state agencies involved (Commerce, SCDOT, the South Carolina Department of Environmental Services, and the Department of Natural Resources) and other parties involved with the Scout project and will, once a contract is executed for the award, provide the Contractor with the information and records necessary for the Contractor's authorized assignments.

A final report from the Contractor regarding the Scout project cost overrun review must be submitted to the LAC by **April 30, 2027**, and interim reports must be submitted to the LAC by **December 15, 2026**, and **February 28, 2027**, respectively. (Collectively, these will be referred to as the Reports.) As the Proviso does not assign a deadline for this project, the LAC retains sole discretion to elect to extend the completion date of the review if necessary. The Contractor shall, at the LAC's request, make Contractor personnel available to participate in in-person briefings concerning the Contractor's technical work products. The Contractor will appear before and be prepared to answer any questions related to the Reports posed by elected officials or their staff or as may be required by the LAC. It is intended that this engagement will result in a contract whereby the Contractor takes all actions necessary to perform the scope of work set forth below. The contract resulting from this engagement will recognize that time is of the essence in meeting the deadlines established by the Scope of Work included in this RFP.

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II. SCOPE OF WORK

The Contractor selected by the LAC will be required to provide the services listed below.

Services

PART 1 – Project Background and Site Development

GOAL – Determine what factors of site development and decisions made by entities involved with the Scout Motors project led to site development delays, environmental damages, and other issues that caused the project to run over budget, if any.

1. General. The Contractor shall utilize all information previously gathered by the LAC from state and federal agencies, contractors, subcontractors, consultants, local governments, and other parties to **determine what development activities have or have not occurred, and the reasoning whereby**, at the project site for the time period of **November 2022 through October 2026**. Examples of documents to be reviewed for **all phases** of site development* include, but are not limited to:

- Contracts and subcontracts
- Permit applications
- Approved permits
- Change orders or amendments
- Correspondence, both written and electronic
- Gantt charts
- Invoices and supporting documentation
- SCEIS payment records
- Grant tracking spreadsheets
- Pay applications
- Public hearing transcripts and public meeting notes

The Contractor will be provided with access to this information once a contract is executed for the award. In the instance the Contractor finds that additional information should be requested of these entities in order to complete Part 1 of the scope of work, the Contractor will notify the LAC for further guidance.

**Note that site development does not include construction of the actual Scout Motors plant, training facility, or other allied buildings at the site.*

2. Entities Involved with Site Development. The Contractor will use the noted information, as well as any supplemental information gathered after commencement of the contract with the LAC, to develop a complete list of all entities involved with Scout Motors site development activities. This list must include the roles of each entity and their respective activities/areas of responsibility.
3. Site Development Timeline. The Contractor will use the noted information, as well as any supplemental information gathered after commencement of the contract with the LAC, to develop a timeline that assesses technical relationships between project events, schedule impacts, and costs and will include such activities as environmental assessment; property acquisition; and site

development events, challenges, and remedial actions. For each timeline notation, the party responsible for decision-making should be indicated.

4. Tract Selection and Feasibility. The Contractor will use the noted information, as well as any supplemental information gathered after commencement of the contract with the LAC, to evaluate whether there was an alternate site that was flatter or more open that could have been developed upon which to locate the Scout Motors plant.
5. Site Development Challenges. The Contractor will use the noted information, as well as any supplemental information gathered after commencement of the contract with the LAC, to account for all site development challenges and evaluate whether actions taken to address such challenges were timely and sufficient.
6. Adequacy of Original Environmental Due Diligence. The Contractor will use the noted information, as well as any supplemental information gathered after commencement of the contract with the LAC, to determine what the qualifications were for all environmental consultants and contractors used for assessing the site of interest and evaluate whether those qualifications were sufficient. The Contractor will also determine how each environmental consultant and contractor was selected for assessment work for the project and provide an assessment as to what environmental risks should reasonably have been identified and what was actually identified to determine whether the environmental due diligence performed was sufficient for the project.
7. Commencement of Upland Construction. The Contractor will use the noted information, as well as any supplemental information gathered after commencement of the contract with the LAC, to determine the prudence of commencing upland construction before the federal wetlands permit for the project was issued, to denote and evaluate the reasons for the wetlands permit suspension, and to evaluate the rationale for the decision to retain, rather than to demobilize, heavy equipment during the five-month permit suspension.
8. Environmental Mitigation. The Contractor will use the noted information, as well as any supplemental information gathered after commencement of the contract with the LAC, to evaluate the sufficiency of the environmental mitigation planning by assessing whether alternate mitigation strategies should have been employed; determining when deficiencies in the original environmental due diligence, if any, became apparent; determining what additional mitigation work, if any, resulted; and determining whether deficiencies in the original environmental due diligence or mitigation contributed to identifiable additional project costs or schedule impacts.
9. Itemized Basis for Road Overruns. The Contractor will use the noted information, as well as any supplemental information gathered after commencement of the contract with the LAC, to identify factual and technical findings that may be relevant to the LAC's evaluation of potential recovery of overrun costs.
10. Liability for Overrun Costs. The Contractor will use the noted information, as well as any supplemental information gathered after commencement of the contract with the LAC, to determine whether any incentive contract or any professional liability remedy provides a basis to recover overrun costs from responsible parties.

PART 2 – Financial Analysis

GOAL – Using conclusions generated by work conducted in Part 1 of the scope of work, provide technical assistance to the LAC in evaluating the cost assumptions underlying the \$150 million budget request from the Department of Commerce, material construction and environmental costs, and projected future costs or cost growth.

1. Analyze the Purported Cost Overrun. The Contractor will use information gathered in Part 1 of the scope of work to determine the accuracy of the Department of Commerce’s \$150 million purported cost overrun, determine the risk of future cost growth, and determine whether any portion of the purported cost overrun reflects contingent or unincurred costs.
2. Evaluate the Payment Process. The Contractor will use information gathered in Part 1 of the scope of work to outline the payment process for the Scout Motors site incentive package, evaluate whether there is adequate documentation to support payments made from the Department of Commerce’s Scout Motors incentive package funds for the site development, and identify any insufficiencies in the payment process and the means by which such insufficiencies can be addressed.
3. Review Payments Already Rendered. The Contractor will use information gathered in Part 1 of the scope of work to develop a complete schedule for each payment made related to this project through the incentive package offered by the Department of Commerce and identify each payee, the legal basis or rationale for each payment, and the amount of each payment. Special attention should be given to the rationale, if any, offered for contractor or subcontractor change orders or amendments.
4. Payments for Outstanding and Future Costs. The Contractor will use information gathered in Part 1 of the scope of work to determine the amount of funds owed to any state agency. The Contractor will also determine amounts attributable to future environmental remediation. If there are remaining contractual obligations to be paid for site development and/or environmental mitigation, the Contractor must develop a projected payment schedule that includes the deadline for each remaining obligation, must determine whether a phased approach would satisfy all remaining obligations, must determine whether any remaining obligations are in default or at imminent risk of default, and must determine the amount required to cure or prevent default.

Deliverables

1. The Contractor shall immediately inform the LAC Contact if, during the course of the Contractor’s review, the Contractor finds evidence of potential legal liability. The Contractor shall prepare the Reports required by the Proviso and this RFP. In performing this requirement, the Contractor must include in its final report findings related to all tasks outlined in Parts 1 and 2 in this scope of work.
2. The Contractor shall prepare the interim reports required by this RFP. In preparing the interim report, the Contractor must set forth its efforts taken to satisfy the requirements of the Proviso and this RFP and progress towards satisfying the requirements of the Proviso and this RFP. The **interim reports** must be presented to the LAC by **December 15, 2026**, and **February 28, 2027**, respectively.

3. The Contractor must provide the **final report** to the LAC by **April 30, 2027**.
4. The Contractor shall, at the LAC's request, make Contractor personnel available to participate in in-person briefings concerning the Contractor's technical work products. The Contractor will appear before and be prepared to answer any questions related to the Reports posed by elected officials or their staff or as may be required by the LAC.
5. The Contractor agrees to, as requested by the LAC, perform work onsite at designated sites. Work not required to be performed onsite by the LAC may be performed remotely by the Contractor. The Contractor retains all liability for ensuring that materials used for this study remain strictly confidential and are not subject to any information breach.

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III. GENERAL INSTRUCTIONS

1. TIMELINE FOR PROCESS

Questions received from prospective respondents by:	October 16, 2026 (11:00 AM EDT)
Proposals received from respondents by:	October 23, 2026 (11:00 AM EDT)
Interviews with select respondents (tentative):	October 26-29, 2026
Award (tentative):	October 30, 2026

2. AMENDMENTS TO THE REQUEST FOR PROPOSALS

The Request for Proposals (RFP) may be amended at any time prior to the submission deadline. All amendments to this RFP shall be in writing from the LAC.

3. QUESTIONS FROM PROSPECTIVE RESPONDENTS

Any prospective respondent desiring an explanation or interpretation of the RFP must request it in writing, preferably by e-mail to the LAC Contact. Any information given a prospective respondent will be furnished promptly to all other prospective respondents as an Amendment to the RFP. The identity of the potential responder posing questions will not be included in any resulting Amendment. Questions must be received by the LAC Contact no later than **11:00 AM EDT, October 16, 2026**.

4. SUBMITTING CONFIDENTIAL INFORMATION

For every document a respondent submits in response to or regarding this RFP, the respondent must separately mark with either the word "CONFIDENTIAL" or the words "PRIVILEGED & CONFIDENTIAL" on every page, or portion thereof, that the respondent contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in S.C. Code § 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in S.C. Code § 11-35-410. The selected Contractor must indemnify and defend the LAC from any claim made under the S.C. Freedom of Information Act resulting from the LAC's excluding from disclosure any information marked as "CONFIDENTIAL" or "PRIVILEGED & CONFIDENTIAL."

5. ETHICS CERTIFICATE

By submitting a proposal, a respondent certifies that it has—and will—comply with, and has not—and will not—induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (S.C. Ethics Act).

6. DRUG-FREE WORKPLACE CERTIFICATION

By submitting a proposal, a respondent certifies that, if awarded a contract, the respondent will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

IV. INFORMATION TO BE SUBMITTED

1. COVER SHEET AND PROPOSAL

- a. A copy of the Cover Sheet (page 1 of this RFP) which has been completed and executed must be included as the first page of your entity's submission. The executed Cover Sheet (page 1 of this RFP) indicates your entity's commitment to perform the services set out in the scope of work within the established deadlines.
- b. Provide a proposal describing how your entity will satisfy the requirements contained in the above scope of work. The proposal should include the overall strategy, methodology, and technical approach your entity intends to employ throughout the process.

2. QUALIFICATIONS AND EXPERIENCE

- a. Provide a narrative designed to demonstrate your entity's qualifications and advantages to the State in selecting your entity to provide the services outlined in the scope of work. The narrative must include a demonstration of relevant experience and the professional and technical competence of your entity with respect to the type of construction/cost and environmental services required by the Proviso and this RFP. Provide an explanation of why your entity is qualified to provide a forensic analysis of site development activities and an assessment of associated cost overruns. Describe the experience of your entity in performing this type of work.
 - i. Please provide examples of prior engagements for services similar to those set out in the scope of work included in this RFP.
 - ii. Please provide a detailed list of staff who will work on this project for your entity. Include the names, titles, roles for the engagement, and prior experience for the employees listed.
 - iii. If you intend to hire any subcontracted consultants to assist in completing the scope of work for this project, please denote the names of such entities and include the names of the respective staff members who will assist with this project.
- b. Provide a detailed description of your entity and your entity's history. Include your entity's principal business, ownership, number of employees regularly employed, how long your entity has been in the business and number of offices and locations, including the location of the office that would serve as primary contact during this contract.
- c. Provide three (3) references familiar with your work, one (1) of which can attest to your company's work on a similar project. For each reference, include the name of a contact person, as well as that person's job title and business address, telephone number, and e-mail address. References may be contacted and/or sent a written reference survey by the LAC.
- d. Your entity must be properly licensed and authorized to conduct business in the State of South Carolina.

3. ABILITY TO PERFORM

- a. Provide a narrative designed to demonstrate the capacity and capability of your entity to provide the scope of services requested on an expedited basis, specifically a staffing plan and identification of any subconsultants necessary to perform the services and the professional qualifications of both staff and subconsultants.
- b. Provide information reflecting your entity's current financial position.
- c. Provide specific detailed information regarding any and all situations where your entity has allegedly defaulted on a contract and has been judicially determined to be in default on a contract. Provide specific, detailed information regarding any and all situations where a contract has been canceled or in which a contract was not renewed due to alleged fault on the part of your entity.
- d. In the last three (3) years, has your entity had a project or contract terminated for cause? If so, please describe the circumstances. Also, please provide a list of any contracts that were terminated for convenience prior to the original contract end date and denote the reason for termination(s).
- e. Provide specific detailed information regarding any legal action(s), including currently pending action(s) against your entity in the past five (5) years.

4. FEE STRUCTURE

Provide a fee structure and methodology. Identify any fees and anticipated expenses applicable to the provision of the services.

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V. EVALUATION CRITERIA

Submissions will be judged based on:

- a. Qualifications and experience.
- b. Ability to accomplish the scope of work.
- c. Fee structure. The LAC will evaluate comparative costs and methodologies.

VI. CONTRACT DOCUMENTS

The contract resulting from this procurement will consist of this RFP (including any Amendments), the Contractor's proposal, and the Record of Negotiations/Award (RON) executed by the parties. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the following order: 1) the RON (including any Amendments/Change Orders), 2) this RFP (including any Amendments/Change Orders), and 3) the Contractor's proposal.

VII. TERMS AND CONDITIONS

CHOICE OF LAW

The Agreement, and any dispute, claim, or controversy relating to the Agreement, as well as all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced, and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this Request for Proposals.

DISPUTES

Choice of Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or, in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina.

Sovereign Immunity. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States' Constitution.

NO INDEMNITY OR DEFENSE

Any term or condition is void to the extent it requires the LAC or the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

PAYMENT and INTEREST

- a. The State shall pay the Contractor, after the submission of proper invoices or vouchers to the LAC, for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the LAC (payments may be made for the completion of milestones or progress points as identified in the “Contract Documents”).
- b. Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on the Cover Page.
- c. Notwithstanding any other provision, payment shall be made in accordance with S.C. Code § 11-35-45.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS

The term of this engagement is not expected to exceed one fiscal year. However, should the LAC and the Contractor determine that it is necessary to extend the contractual requirements beyond the fiscal year, payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, the Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. The Contractor will not be reimbursed any costs amortized beyond the initial contract term.

RELATIONSHIP OF THE PARTIES

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT

The contract will begin on the date of award and terminate on **April 30, 2027**; however, prior to the expiration of the term, the contract may be extended for an additional period of time as agreed by the parties.

TERMINATION FOR CONVENIENCE

The LAC may terminate this contract, in whole or in part, for the convenience of the State. The Contractor shall incur no further obligations in connection with the terminated work, and, on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor is entitled to payment from the LAC for any work performed under this contract prior to the date set forth in the notice of termination. The Contractor will deliver to the LAC any drafts of required reports completed at the time of termination.

TIME IS OF THE ESSENCE

The **final report** must be provided to the LAC by **April 30, 2027**, with **interim reports** due to the LAC on **December 15, 2026**, and **February 28, 2027**. Accordingly, time is of the essence in the selected Contractor meeting the deadlines established by the scope of work included in this RFP.

EQUAL OPPORTUNITY

The Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including, but not limited to, Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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VIII. PROVISO 117.207

117.207. (GP: Scout Motor Site Cost Review) (A) With the funds appropriated in this act, the Legislative Audit Council (LAC) shall review cost overruns associated with the Scout Motors manufacturing site in Blythewood, Richland County, for which the Department of Commerce has requested a \$150 million general fund appropriation, and utilizing these funds shall be authorized to retain third-party professionals, defined in item (G), to the extent it deems necessary to assist in the review.

(B) The review shall address: (1) the accuracy of the \$150 million figure and the risk of further cost growth; (2) whether the acquisition and development costs associated with the Scout Motors Site in Blythewood were greater than they would have been had the Department of Commerce selected a tract that is flatter and more open and whether such a tract was available; (3) the adequacy of the Department of Commerce's original environmental due diligence and consultant qualifications; (4) when the Department of Commerce or its agents received notice that the original mitigation package was inadequate, and what action was taken; (5) the prudence of commencing upland construction before the federal wetlands permit issued, including the decision to retain rather than demobilize heavy equipment during the five-month permit suspension; (6) the itemized basis for the road overruns, distinguishing scheduling disruption from estimation error; (7) all phases of construction, subcontracts, Gantt charts, pay applications, change orders and payments; (8) whether the incentive contract or any professional liability remedy provides a basis to recover overrun costs from responsible parties; and (9) what systemic reforms to the Department of Commerce's project management, environmental due diligence, and legislative reporting practices are needed to prevent recurrence.

(C) The LAC shall also determine: (1) a complete payment schedule identifying each payee, the legal basis, amount, and deadline for each obligation; (2) the amount owed to South Carolina Department of Transportation and whether that interagency obligation warrants the same urgency as payments to private parties; (3) the amount attributable to future environmental remediation, its projected payment schedule, and whether a phased appropriation would satisfy all contractual obligations; (4) whether any portion of the \$150 million reflects contingent or unincurred costs; and (5) whether any obligations are in default or at imminent risk of default and the amount required to cure or prevent that default.

(D) All state agencies shall cooperate fully and produce requested records within fifteen days. The LAC shall have access to all contracts, invoices, correspondence, consultant reports, and permitting and communications records related to the project.

(E) Where evidence of potential legal liability is found, the LAC shall make appropriate referrals to the Office of the Inspector General and notify the Chairmen of Senate Finance and House Ways and Means within ten days.

(F) A joint written report shall be delivered to the President of the Senate, the Speaker of the House of Representatives, the Chairmen of Senate Finance and House Ways and Means, the Governor, and the Attorney General within 120 days of the effective date of this act. No funds shall be expended to satisfy the \$150 million request until the report has been delivered and the General Assembly has enacted specific authorizing legislation approving the expenditure of such funds outside of the annual Appropriations Act.

(G) Any third-party professionals selected to assist in the review shall have expertise in large commercial development projects including site acquisition, environmental permitting, construction management, and cost-estimation to the extent the LAC determines such assistance is necessary or advisable to conduct the review and make the determination required under the provision.

Source: https://www.scstatehouse.gov/sess126_2025-2026/appropriations2026/tap1b.htm#s117

Please note: Text printed in italic, boldface above reflects a section vetoed by the Governor on August 17, 2026.