

NIKKI R. HALEY, CHAIR
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COMPTROLLER GENERAL



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MATERIALS MANAGEMENT OFFICE
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HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE COMMITTEE
W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS

Protest Decision

Matter of: Protest of Newtech, Inc.
File No.: 2016-002
Posting Date: October 12, 2015
Contracting Entity: SC Department of Parks, Recreation & Tourism
Project No.: P28-9738-MJ-A
Description: Hunting Island Campground Improvements Comfort Station Renovations

DIGEST

Under a solicitation calling for fix-price contract for campground comfort station renovations, protest challenging agency's conclusion that awardee is legally able to perform the work is sustained where listed electrical subcontractor did not possess an electrical contractor's license with an appropriate license group designation.

AUTHORITY

The Chief Procurement Officer for Construction (CPOC) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210(4). This decision is based on the evidence and applicable law and precedents.

DECISION

Newtech, Inc. (Newtech), protests the South Carolina Department of Parks, Recreation and Tourism (PRT) posting of a Notice of Intent to Award a contract to J. F. Contractors, LLC (JF) under an invitation for bids for renovation of four comfort stations at Hunting Island State Park, Project P28-9738-MJ-A (hereinafter the "project"). Newtech challenges PRT's determination that JF was a responsible bidder legally capable of performing the work of the project. Newtech's letter of protest is hereby incorporated by reference and is attached as Ex. A.

The CPOC sustains the protest.

BACKGROUND

PRT solicited bids for the Project on August 2, 2015. [Ex. B] Pursuant to the requirements of S.C. Code Ann. §11-35-3020(b)(i), the solicitation required each bidder to list on his bid form the licensed subcontractor(s) he intended to use on the Project for the subcontractor specialty of “Electrical.” [Ex. C] By the time for receipt of bids, PRT received three bids. [Ex. D] JF submitted the apparent low bid. [Ex. C and D] In its bid, JF listed Sawgrass Electrical Contractors (Sawgrass) as the licensed electrical subcontractor that would perform all of the electrical work in the Project. Sawgrass possess a group 2 mechanical contractor’s license with a subclassification of electrical. On September 10, 2015, PRT posted a Notice of Intent to Award a contract to JF. [Ex. E] On September 14, 2015, Newtech protested PRT’s intended award.

DISCUSSION

A determination of responsibility is required by S.C. Code Ann. § 11-35-1810, which states “[r]esponsibility of the bidder or offeror shall be ascertained for each contract let by the State.” A procurement officer’s determination of responsibility is final and conclusive unless it is “clearly erroneous, arbitrary, capricious, or contrary to law.” S.C. Code Ann. § 11-35-2410(A). The South Carolina Procurement Review Panel has held that the protestant has the burden of proving that the procurement officer’s determination is “clearly erroneous, arbitrary, capricious, or contrary to law.” *Protest of Brantley Construction Co., Inc.*, Panel Case No. 1999-3.

A responsibility determination is a determination that the bidder has the ability to perform. *See* S.C. Code Ann. Regs. 19-445.2125(A)(1). Possession of the proper contractor’s license, either by the bidder or one of the bidder’s listed subcontractors, is an issue of responsibility. *Protest of Brantley Construction Co., Inc., supra* (where the State is investigating the bidder’s ability to perform it is deciding an issue of responsibility); *Protest of Roofco, Inc.*, Panel Case No. 2000-14(I) (stating that “the lack of a proper license to do the work solicited in a state contract will always render a bidder nonresponsible.”). If, at the time of bidding, a subcontractor listed on a bidder’s bid does not possess the proper license for performing the work for which the subcontractor was listed, then neither the listed subcontractor nor the bidder are responsible bidders. S.C. Code Ann. § 40-11-200(B)¹; *See also Protest of Burkwood Construction Company, Inc.*, Panel Case No. 1997-8 (affirming its prior decisions that the State cannot accept a bid where the low bidder listed a subcontractor who could not perform the work specified by the bid).

On its bid, JF named Sawgrass as its specialty subcontractor for Electrical. Sawgrass possesses a group 2 mechanical contractor’s license with a subclassification of electrical (EL). [Ex. F] A group 2 mechanical contractor’s license limits Sawgrass to bids and jobs not exceeding \$30,000. S.C. Code Ann. §§ 40-11-260(B)(4) and 270(A). Newtech argues that the Electrical work exceeds \$30,000, precluding Sawgrass from bidding or performing the work. In other words,

¹ “It is a violation of this chapter for an awarding authority, owner, contractor...to consider a bid, sign a contract, or allow a contractor to begin work unless the bidder or contractor has first obtained the licenses required by this chapter. Bids or contracts submitted by contractors may not be reconsidered or resubmitted to an awarding authority, contractor, or owner if the contractor was not properly licensed at the time the initial bid or contract was submitted.”

Newtech argues that under the Contractors Licensing Act, Sawgrass is not legally qualified to perform the Electrical work.

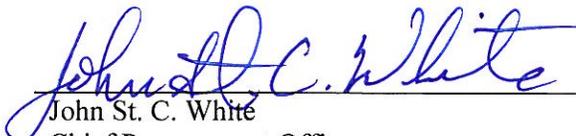
In response to Newtech's protest, JF provided the CPOC with a copy of Sawgrass' bid to JF. [Ex. G] Sawgrass bid \$24,740 for the performance of the electrical work. However, Sawgrass' bid only included labor and stated "[a]ll material will be provided by the GC JF Contractors." On September 25, 2015, JF provided a letter to PRT in which it stated:

JF Contractors, LLC will be furnishing all of the required materials and equipment for this job. Sawgrass Electrical Contractors will only be responsible for their expertise and labor. While we agree, that **had Sawgrass Electrical Contractors provided a bid for their labor, materials and equipment, it would have exceeded their \$30,000.00 limitation**, the law does not specify their portion of the work must be turn-key and that the Prime Contractor is unable to furnish materials and equipment.

[Ex. H] JF is correct that there is nothing in the law that prevents a Prime Contractor from furnishing electrical materials and equipment for its electrical subcontractor; however, JF is incorrect on how this impacts an electrical contractor's ability to perform the work under the licensing laws.

When determining whether a contractor is offering to work within the limitations of his license group, a state agency must ascertain the total cost of construction for the work in question. S.C. Code Ann. § 40-11-300(A). "Total cost of construction" means the actual cost incurred by the owner, all contractors, subcontractors, and other parties for labor, material, equipment, profit, and incidental expenses for the entire project." S.C. Code Ann. § 11-40-20(23). In Sawgrass' case, the "entire project" is the Electrical work for the Project. Therefore, if the total cost of Electrical work exceeds \$30,000, regardless of who incurs the cost, Sawgrass is not a responsible Electrical subcontractor. Cost for electrical equipment and materials incurred by JF must still be included in the total cost of the Electrical work to determine if the cost of the work exceeds the group limitations of Sawgrass' license. By JF's own admission, the sum of all labor, material, and equipment cost for the Electrical work exceeds the group limitations Sawgrass' license. Therefore, Sawgrass is not legally capable of performing the scope of the Electrical work and the CPOC finds that Sawgrass bid a scope of work exceeding the group limitations of its license.

The protest is granted. This matter is returned to PRT for processing in accordance with the Consolidated Procurement Code.



John St. C. White
Chief Procurement Officer
For Construction
12 October 15

Date

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW
Protest Appeal Notice (Revised September 2015)

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>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 111.1 of the 2015 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. The Request for Filing Fee Waiver form is attached to this Decision. If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

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

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

Name of Requestor

Address

City

State

Zip

Business Phone

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

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

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

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

Sworn to before me this

_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

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

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

EXHIBIT A

**Newtech, Inc.
6 Ghost Pony Road
Bluffton, SC 29910
843-706-3760 Fax: 843-706-3765
wfbeltz@aol.com**

September 13, 2015

Att: Chief Procurement Officer for Construction Office of State
Engineer

This is my notification of protest regarding the award for Hunting Island Campground Improvements Comfort Stations Renovations (P28-9738-MJ-A) to JF Contractors. Basis of my protest is that the Electrical Subcontractor for JF Contractors, Sawgrass, License 110309 is at Level 2 with a limitation of \$30,000. The Limitation of this subcontractor is way below the requirements of this job. My Electrical Subcontractor Total Power License 95065 has a Limitation amount of \$125,000. Total Power is in agreement with me that this Protest needs to be made and to throw out the bid of JF Contractors and Sawgrass. I see this as an obvious violation of the rules and requirements as spelled out by the South Carolina Department of Labor, Licensing and Regulation.

Sincerely,



Bill Beltz, President

Tuesday, August 11, 2015

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Volume 35, Issue 122

Address: 3250 St. Matthews Rd., Orangeburg, SC 29118**E-mail:** geddingss@octech.edu**Telephone:** 803-535-1243**Fax:** 803-535-1388

Protests: Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with this solicitation or the intended award or award of a contract under this solicitation may protest to the State Engineer in accordance with Section 11-35-4210 at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201. EMAIL: protest-ose@mso.sc.gov.

Limitations on Performance of Other Work: In accordance with Section 11-35-3245, persons or firms awarded a contract under this solicitation may not perform work on the project as a contractor or subcontractor.

Performance Appraisal: Persons or firms awarded a contract under this solicitation may be subject to a performance appraisal at the completion of the project.

Construction

Invitations for Construction Bids

Please verify requirements for non-State agency advertisements by contacting the agency / owner. Projects expected to cost less than \$50,000 are listed under the Minor Construction heading.

Project Name: HUNTING ISLAND CAMPGROUND IMPROVEMENTS - COMFORT STATION RENOVATION

Project Number: P28-9738-MJ-A

Project Location: Hunting Island State Park, Beaufort County, SC

Bid Security Required: Yes **Performance Bond Required:** Yes **Payment Bond Required:** Yes

Construction Cost Range: \$ < 300,000.00

Description of Project: Interior renovation of four existing comfort stations. Contractor may be subject to performance appraisal at close of project.

Bidding Documents / Plans May Be Obtained From: www.scprtConstructionBids.com

Plan Deposit: n/a

Note: Bidders must obtain bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Only those bidding documents / plans obtained from the source(s) are official. Bidders that rely on copies of bidding documents / plans obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

Architect/Engineer: Same as Agency

Agency/Owner: South Carolina Department of Parks, Recreation and Tourism

Name & Title of Agency Coordinator: Scott A. Langford, PE

Address: 1205 Pendleton Street, Columbia, SC 29201

E-mail: slangford@scprt.com

Telephone: 803-734-0188

Fax: 803-734-1017

Pre-Bid Conf./Site Visit: Yes, mandatory

Pre-Bid Date/Time: 8/25/2015 11:00am

Place: Hunting Island State Park Office

Bid Closing Date/Time: 9/9/2015 2:00pm

Place: 251 Brown Bldg., 1205 Pendleton Street, Columbia

Hand Deliver Bids To: Scott Langford, 1205 Pendleton Street, Room 251, Columbia, SC 29201

Mail Bids To: SCPRT - Attn: Scott Langford, 1205 Pendleton Street, Columbia, SC

Project Name: FREESTALL BARN LAMASTER DAIRY CENTER

Project Number: P20-9545

Project Location: Clemson University Main Campus

Bid Security Required: Yes **Performance Bond Required:** Yes **Payment Bond Required:** Yes

Construction Cost Range: \$500,000 - \$2,000,000

Description of Project: Construct free stall barn at Lamaster Dairy Center, including associated demolition, grading, and utilities. Contractor may be subject to performance appraisal at close of project.

**SE-330
LUMP SUM BID FORM**

Bidders shall submit bids on only Bid Form SE-330.

BID SUBMITTED BY: JF Contractors LLC
(Bidder's Name)

BID SUBMITTED TO: South Carolina Department of Parks, Recreation and Tourism
(Owner's Name)

FOR: PROJECT NAME: Hunting Island Campground Improvements - Comfort Station Renovations

PROJECT NUMBER: P28-9738-MJ-A

OFFER

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to Section 11-35-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

- Bid Bond with Power of Attorney
- Electronic Bid Bond
- Cashier's Check

(Bidder check one)

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

- ADDENDA: #1 #2 #3 #4 #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 **BASE BID WORK** *(as indicated in the Bidding Documents and generally described as follows):* Interior renovations of four existing comfort stations

\$ 317,424.⁰⁰, which sum is hereafter called the Base Bid.

(Bidder - Insert Base Bid Amount on line above)

SE-330
LUMP SUM BID FORM

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code Ann § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 120 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 500,00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

- a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.
- b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.
- c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, included in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J F Contractors, LLC
119 S. Harvin Street
Sumter, South Carolina 29150

SURETY:

(Name, legal status and principal place of business)

GRANITE RE, INC.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:

(Name, legal status and address)

S.C. Department of Parks, Recreation & Tourism
1205 Pendleton Street
Columbia, South Carolina 29201

BOND AMOUNT: \$ Five Percent (5%) of the attached bid***

PROJECT:

(Name, location or address, and Project number, if any)

Hunting Island Campground Improvements - Comfort Station Renovation

P28-9738-MJ-A

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Int.

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User Notes:

(1734952769)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

C. WAYNE MCCARTHA; RAYMOND E. COBB, JR.; M. KATHRYN MCCARTHA-POWERS its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:

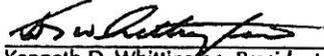
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

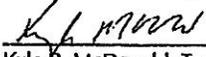
C. WAYNE MCCARTHA; RAYMOND E. COBB, JR.; M. KATHRYN MCCARTHA-POWERS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 28th day of April, 2014.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 28th day of April, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Kathleen E. Carlson
Notary Public

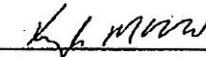
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 9th day of September, 20 15.





Kyle P. McDonald, Secretary/Treasurer



BID TABULATION
 Hunting Island Campground Improvements
 Comfort Station Renovations
 Project Number P28-9738-MJ-A
 9/9/2015 @ 2:00 PM

Bidder's Name	Satchel Construction	Breakwater Cont	JF Contractors	Chruch Creek Cont	Newtech, Inc	IPW
Mailing Address	429 La Mesa Rd - Site F	PO Box 15410	PO Box 3589	Riverland Drive	6 Ghost Pony Dr	7623 Dorchester Rd
City, State, Zip Code	Mt Pleasant, SC, 29464	Surfside, SC 295879	Sumter, SC 29151	Charleston, SC 29402	Blufon, SC 29910	N. Charleston, SC 29418
Addenda 1 & 2 Acknowledged			✓	✓	✓	
Bid Bond			✓	✓	✓	
Subcontractors Listed:						
Electrical			SALGRASS	PALMETO	TOTAL POWER	
Plumbing			HOUSTON	WILLIAMS	LOHR	
Base Bid (US Dollars)	No BID	No Bid	\$ 317,424.00	\$ 393,500.00	\$ 361,000.00	No Bid

EXHIBIT D

Person Opening Bids: Scott A. Langford Date Posted:

Witness, SCPRT David R. Simms Date Mailed:

SE-370
NOTICE OF INTENT TO AWARD

EXHIBIT E

AGENCY: South Carolina Department of Parks, Recreation and Tourism
PROJECT NAME: Hunting Island Campground Improvements Comfort Station Renovations
PROJECT NUMBER: P28-9738-MJ-A

POSTING DATE: 9/10/2015

TO ALL BIDDERS:

Unless stayed by protest or canceled, the Agency intends to enter into a contract as noted below. The successful bid will be accepted and the contract formed by execution of the contract documents. All bid bonds remain in effect for the bid acceptance period as provided in Section 4 of the Bid Form, except as otherwise provided in the Instructions to Bidders.

NAME OF BIDDER: JF Contractors

DATE BIDS WERE OPENED: 9/9/15

BID INFORMATION:

BASE BID AMOUNT: \$ 317,424.00
ALTERNATES: #1 ACCEPTED \$ None
#2 ACCEPTED \$
#3 ACCEPTED \$

TOTAL AWARD (BASE BID AND ACCEPTED ALTERNATE(S)): \$ 317,424.00

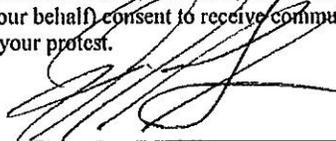
REMARKS (explain any negotiations that resulted in a change in any Bid amounts): None

Contractor should not incur any costs associated with the contract prior to receipt of a contract from the Agency for execution. Contractor should not perform any work prior to (1) delivering to the Agency both certificates of insurance and Performance and Payment Bonds meeting the requirements of the solicitation; and (2) receipt of the Agency's written Notice to Proceed. The State assumes no liability for any expenses incurred by the Contractor prior to issuance of a Notice to Proceed, other than the Contractor's non-reimbursable costs incurred in providing such bonds.

RIGHT TO PROTEST (SC Law Section 11-35-4210)

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may protest within ten (10) days of the date the Notice of Intent to Award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided.

PROTEST - CPO ADDRESS - OSE: Any protest must be addressed to the Chief Procurement Officer for Construction, Office of State Engineer, and submitted in writing (a) by email to: protest-ose@mmo.sc.gov, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.



(Agency Procurement Officer Signature)

David R. Simms, PE

(Print or Type Name)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of this form at the location specified by the Instructions to Bidders and announced at the Bid Opening.
2. Send a copy of this form and the final Bid Tabulation to all responsive Bidders and OSE.

EXHIBIT F

Print this page

Board: Commercial Contractors

SAWGRASS ELECTRICAL CONTRACTORS

3 PLAINFIELD CT
SUMTER, SC 29154
(803) 720-4269

License number: 111309
License type: MECHANICAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2015
First Issuance Date: 05/04/2010
Classification: EL2
President / Owner: RICHARD W KIRBY

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

RICHARD WILLIAM KIRBY - (COM)

[File a Complaint against this Licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Utility Electrical *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD)** classification - includes GR, IR, MB, MS, SS, WF (see above).
 "LB" qualifiers took the Limited Building exam; can only be licensed at Group #1, #2, or #3 dollar limitation; cannot work over 3 stories in a building.
 "UB" qualifiers took the Unlimited Building exam (no restrictions except dollar limitation).
- ** **Highway (HY)** classification - includes AP, CP, BR, GD, HI (see above).
- *** **Public Utility Electrical (1U/2U)** classification - 1U given to those licensed prior to 4/1/99 and can engage in stadium lighting work; 2U given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Process Piping (1P/2P)** classification - 1P given to those licensed prior to 4/1/99 and can engage in boiler work; 2P given to those licensed after 4/1/99 and cannot engage in boiler work.

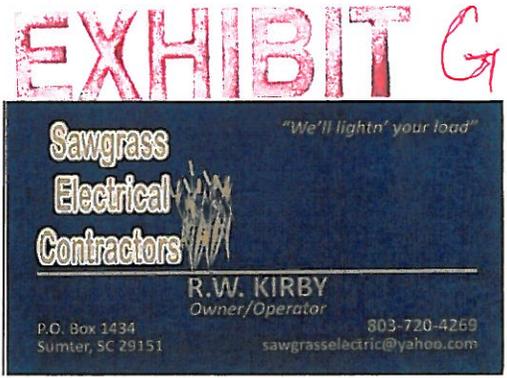
PROJECT/DOLLAR LIMITATIONS PER PROJECT

GENERAL CONTRACTORS		MECHANICAL CONTRACTORS	
Group#	\$ Limitation per project	Group#	\$ Limitation per project
Group #1	\$30,000	Group #1	\$17,500
Group #2	\$100,000	Group #2	\$30,000
Group #3	\$350,000	Group #3	\$50,000
Group #4	\$750,000	Group #4	\$125,000
Group #5	\$Unlimited	Group #5	\$Unlimited

Sawgrass Electrical Contractors LLC

PO Box 1434
Sumter, SC 29151
(803)720-4269
sawgrasselectric@yahoo.com

Estimate



ADDRESS Matt Dellinger JF Contractors 119 S Harvin St Sumter, SC 29150 US

ESTIMATE #	DATE	
1008	09/16/2015	

ACTIVITY	QTY	RATE	AMOUNT
Labor Labor to demo all electrical and install new Electrical panel, new led lights, and all new wire and devices in four (4) separate comfort stations at Hunting Island State Park. All material will be provided by the GC JF Contractors.	4	6,185.00	24,740.00

This is an estimate for Labor only. Thank You for the opportunity to bid this project.

TOTAL

\$24,740.00

Accepted By

Accepted Date



EXHIBIT A

JF Contractors LLC

SC Department of Parks, Recreation, and Tourism
1205 Pendleton Street
Columbia, SC 29201
Attn: David Simms

RE: Bid for Hunting Island

Dear Mr. Simms,

This letter is to serve as an official response to the notification of protest regarding the bid we submitted for Hunting Island. Mr. Beltz, with Newtech, Inc. states that our subcontractor Sawgrass Electrical Contractors only has a level 2 limitation, which he claims would hinder the ability of our subcontractor to complete the project at Hunting Island.

After carefully reviewing the South Carolina Code of Laws, Title 40, Chapter 11, we feel this protest is unjust and incorrect. Sawgrass Electrical Contractors has submitted a bid that is under their license limitation of \$30,000.00 for the Hunting Island job. Please reference Section 40-11-20. Definitions, Number 2. "Bid" means an offer to furnish labor, equipment, or materials or other services regulated by this chapter.

JF Contractors, LLC will be furnishing all of the required materials and equipment for this job. Sawgrass Electrical Contractors will only be responsible for their expertise and labor. While we agree, that had Sawgrass Electrical Contractors provided a bid for their labor, materials and equipment, it would have exceeded their \$30,000.00 limitation, the law does not specify their portion of the work must be turn-key and that the Prime Contractor is unable to furnish materials and equipment.

Sincerely

Matthew Dellinger
Project Manager