

STATE OF SOUTH CAROLINA)	BEFORE THE SOUTH CAROLINA
)	PROCUREMENT REVIEW PANEL
COUNTY OF RICHLAND)	
)	
)	ORDER
IN RE: Appeal by Allied Waste Services)	
)	Case No. 2013-12
)	
)	
IFB No. 5400006249)	
Solid Waste Disposal Services for the)	
Adjutant General's Office)	
)	

This matter came before the South Carolina Procurement Review Panel (the Panel) for further administrative review pursuant to sections 11-35-4210(6) and 11-35-4410(1)(b) of the South Carolina Consolidated Procurement Code (the Procurement Code). Allied Waste Services (Allied)¹ appealed the December 2, 2013, decision of the Chief Procurement Officer for Supplies and Services (the CPO) denying its protest of an intended award to Allwaste Services, Inc. (Allwaste) made by the Materials Management Office (MMO) on behalf of the Adjutant General's Office (AGO). In particular, Allied's protest challenged the MMO procurement manager's written determination of non-responsibility. The Panel convened for a hearing of Allied's appeal on February 26, 2014. In the hearing before the Panel, David B. Summer, Jr., Esquire, represented Allied, and William Dixon Robertson, III, Esquire, represented the CPO. Vicky Towery-Cook of Allwaste and John Stevens of MMO attended the Panel hearing, but did not participate.

¹ As more fully discussed below, the bid submitted by "Allied Waste Services" in response to this IFB contains several variations of its name: "Allied Waste Services," "Allied Waste of West Columbia," and "Allied Waste of Columbia." Furthermore, the bidder's registration with the South Carolina Secretary of State lists the business entity as "Allied Services, LLC," which is a Delaware corporation doing business as "Allied Waste Services, LLC." Record at PRP723. For ease of reference, this order uses the name Allied to refer to the entity that submitted a bid in response to IFB No. 5400006249.

Findings of Fact

MMO conducted this Invitation for Bids (IFB) on behalf of AGO to procure solid waste disposal services for twelve locations in Richland County, including several locations at McEntire Joint National Guard Base. Record at PRP90. The original IFB was issued on June 19, 2013, with a bid opening date of July 15th. Record at PRP47. Amendment 1 was issued on July 25, 2013, and corrected certain omissions and errors in the bid schedule. Record at PRP85. Bidders were instructed to discard the original solicitation document and replace it with Amendment 1. Record at PRP86. Amendment 1 changed the bid opening date to August 13, 2013. *Id.*

The IFB cover page contains a signature block where the bidder is asked to enter the name of the offeror. Record at PRP85. Directly beside the signature block, the IFB notes the following regarding the name of the offeror:

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

Id. Along with other information, the IFB required bidders to submit a signed cover page and page two of the solicitation document with their bids. Record at PRP108.

The IFB also contained a definitions section, which applied to all parts of the solicitation unless otherwise provided within the IFB. Record at PRP91. The following definitions have relevance to the appeal before the Panel:

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

* * *

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer to Contract.

* * *

YOU and YOUR means Offeror.

Id.

Allied submitted its bid in the name of “Allied Waste Services,” which it identified as a Delaware corporation. Record at PRP127. Dave Hatfield signed the bid on behalf of Allied, giving his title as “Sales Manager.” *Id.* Allied’s bid was accompanied by a cover letter bearing logos for both “Allied Waste Services” and “Republic Services, Inc.” Record at PRP132. Mr. Hatfield signed that letter as Sales Manager for “Allied Waste of West Columbia.” *Id.* The next page of Allied’s bid, entitled “Background, Strategy and Ownership Information,” contained the following statement: “Allied Waste of West Columbia is a division of Republic Services, Inc. a publicly traded company on the New York Stock Exchange (symbol:RSG)[.]” Record at PRP133. Mr. Hatfield testified before the Panel that he had prepared Allied’s bid and that he considered “Allied Waste Services,” “Allied Waste of Columbia,” and “Allied Waste of West Columbia” to be one and the same entity. He also testified that the different names on various pages of the bid were “inadvertent.” He also acknowledged that the bid was submitted in the name of “Allied Waste Services,” not Republic Services, Inc.

The IFB also required bidders to submit information regarding their qualifications, to be used in determining a bidder’s responsibility, as described in Part V of the IFB. Record at PRP109. Part V contained the following relevant provisions:

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror’s responsibility, the State Standards of Responsibility [R. 19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure

to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

QUALIFICATIONS – REQUIRED INFORMATION (JAN 2006)

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December 1984)]
- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- (d) A list of every business for which offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, offeror represents that the list is complete.
- (e) List of failed projects, suspensions, debarments, and significant litigation. [05-5015-1]

Record at PRP109.

In response to section (b) above, Allied submitted the April 1, 2011, annual report of Republic Services, Inc. (Republic). Record at PRP135 – PRP317. The “Notes to Consolidated Financial Statements” section of the annual report contains the following statement: “The consolidated financial statements include the accounts of Republic, its wholly owned and majority owned subsidiaries in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).” Record at PRP228. However, Republic's annual report does not contain any financial information specific to “Allied Waste Services,” “Allied Waste of West Columbia,” or “Allied Waste of Columbia.” *See generally*, Record at PRP136 – PRP315.

Mr. Hatfield testified that he included Republic's annual report because Allied's financials were consolidated, or "rolled up," into Republic's financials along with all of Republic's other divisions. Moreover, Mr. Hatfield explained that Allied did not maintain separate financials and that the only audited reports he had to submit were those for Republic. However, Mr. Hatfield acknowledged that he did not know which part of Republic's financials related specifically to Allied.

Mr. Matthew J. Carlson, who is employed as an area controller for Republic and whose area includes the Allied office located in West Columbia, also testified before the Panel. He testified that Republic is a publicly traded company with centralized banking, payroll, and accounts payable. He confirmed that Allied does not keep separate financials and that the only financials available for Allied to submit were those of its parent company, Republic. Mr. Carlson further testified that Allied would have the ability to obtain financial resources from Republic. Mr. Carlson also testified that Republic never offered to guarantee Allied's performance, nor did the State ever request such a guarantee.

When MMO opened the bids and tabulated them on August 13, 2013, Allied was the apparent low bidder. Record at PRP126. Understanding that the award was to have been posted August 20th, Mr. Hatfield sent an e-mail to Richard Edmondson, the MMO procurement manager who conducted this solicitation, on August 22nd and asked if the contract had been awarded yet. Record at PRP711. The record before the Panel does not contain an e-mail response to Mr. Hatfield's August 22nd e-mail from Mr. Edmondson. Mr. Hatfield e-mailed Mr. Edmondson again on August 26th and asked when the award would be posted. Record at PRP712. On August 29th, 2013, Mr. Edmondson responded in an e-mail to Mr. Hatfield noting that

Allied Waste Services['] offer is missing the information in section V. Qualifications Required Information sub paragraph (b)Last two fiscal years financial..... . The submission of this information will be treated under 11-35-1520(13), Minor Informalities..... . Allied Waste Services must submit the documents by e-mail to this Office no later than Tues, September 02, 2013 10am.

Record at PRP713. Mr. Hatfield soon responded on August 29th and stated, "I had a copy of our latest financial statement in the packet when it was delivered. I will however get you that information." *Id.*

Later in the day on August 29th, Mr. Hatfield sent another e-mail to Mr. Edmondson which stated:

I have attached a financial summary for the last five years. As I mentioned I enclosed the latest financial statement which encompasses two years. They may be confused as our parent company is Republic Services, we are . . . decentralized in names so we still go by Allied Waste Services and the Federal ID on the bid will show that also. Let me know if you need anything else.

Record at PRP715. The financial summary attached to Mr. Hatfield's e-mail contains information about Republic Services, Inc., not Allied. Record at PRP716 – PRP717.

Twenty minutes after receiving Mr. Hatfield's e-mail and financial summary, Mr. Edmondson e-mailed back and stated:

The offer submitted to the State is from Allied Waste Services. Therefore, the financial that accompany the solicitation must also be Allied Waste Services. Republic Services, Inc. information cannot be used in the evaluation because they did not submit the offer. Please provide Allied Waste Services financial to the State no later than Tues, September 02, 2013 10am. Thank you in advance for your assistance.

Record at PRP720. To which Mr. Hatfield replied:

Allied Waste Services is an LLC which is a part of Republic Services. Our Federal ID and State vendor number are associated with the LLC which is part of Republic Services much as a local division of any major company would not have local financials but are part of the parent company. There are actually no financial that are tied directly to this division. We have been servicing the McEntire facility for years as Allied Waste. I have asked our controller for any information she might have.

Id. The record before the Panel does not contain any evidence that Mr. Hatfield provided any further information from the controller.

Eleven days later, on September 9, 2013, Mr. Hatfield e-mailed Mr. Edmondson and again inquired about the status of the evaluation. Record at PRP318. Mr. Edmondson responded, “I am still waiting on Allied Waste Services Financials.” *Id.* Mr. Hatfield e-mailed back that same afternoon and stated:

Mr. Edmondson, I have attached a 10K form that in the appendix you will see Allied Waste, Delaware listed as part of the Republic Services corporate make up. I hope this will give you the information you need to accept the Republic financials.

Id. Republic’s SEC Form 10-K includes a list of over 500 companies identified as “Subsidiaries and Affiliates.” Record at PRP473 – PRP496. This list does not include the name “Allied Waste, Delaware,” although there are listings for “Allied Services, LLC Delaware,” Record at PRP473, and “Allied Waste Systems, Inc. Delaware.” Record at PRP475. There are no listings for “Allied Waste Services,” “Allied Waste of West Columbia,” or “Allied Waste of Columbia.” Furthermore, like the annual report submitted with Allied’s bid, the Form 10-K includes financial information for Republic Services, Inc., but no financial information specific to Allied. *See generally*, Record at PRP385 – PRP438. Mr. Edmondson does not appear to have responded to Mr. Hatfield’s submission of Republic’s Form 10-K. Mr. Hatfield sent Mr. Edmondson one final e-mail asking for an update on September 20, 2013, but Mr. Edmondson does not appear to have responded to that e-mail either. Record at PRP722.

On October 31, 2013, MMO posted an intent to award the contract to Allwaste Services, Inc.; the intent to award included a notice that a determination of non-responsibility had been issued with regard to the apparent low bidder. Record at PRP515. Mr. Edmondson also sent his written determination of non-responsibility to Allied on October 31, 2013. Record at PRP512 –

PRP514. The written determination first sets forth the applicable Procurement Code and regulatory provisions governing a responsibility determination:

SECTION 11-35-1410. Definitions of terms used in this article.

(6) “Responsible bidder or offeror” means a person who *has the capability in all respects to perform fully the contract requirements and the integrity and reliability* which will assure good faith performance which may be substantiated by past performance.

SECTION 11-35-1810. Responsibility of bidders and offerors.

(1) Determination of Responsibility. Responsibility of the bidder or offeror shall be ascertained for each contract let by the State based upon full disclosure to the procurement officer concerning capacity to meet the terms of the contracts and based upon past record of performance for similar contracts. The board shall by regulation establish standards of responsibility that shall be enforced in all state contracts.

(2) Determination of Non-responsibility. A written determination of non-responsibility of a bidder or offeror shall be made in accordance with regulations promulgated by the board. *The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.*

* * * *

REGULATION 19.445.2125 – Responsibility of Bidders and Offerors.

A. State Standards of Responsibility.

Factors to be considered in determining whether the state standards of responsibility have been met include whether a prospective contractor has:

- 1) *available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;*
- 2) a satisfactory record of performance;
- 3) *a satisfactory record of integrity;*
- 4) qualified legally to contract with the State; and
- 5) *supplied all necessary information in connection with the inquiry concerning responsibility.*

Record at PRP512 – PRP513 (italicized text was highlighted in the written determination). The written determination next quotes from the Qualifications section of the IFB with the following sentence highlighted:

(b) Your most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited statements meeting these requirements, you must provide those statements. [Reference Statements of Concepts No. 5 (FASB, December, 1984)]

Record at PRP513.

After pointing out that the information sought by the Qualifications section was for the purposes of determining responsibility and that the cited statute and regulation “require contracts to be awarded only to responsible bidders who have the financial capability to meet all contractual requirements,” Mr. Edmondson describes how he arrived at his determination of non-responsibility. Record at PRP513 – PRP514. Mr. Edmondson observes that Allied was the apparent low bidder, but states that he discovered during his evaluation that “the offer was incomplete in that it did not include the required financial statements for Allied Waste Services but included financial documentation for Republic Services, Inc.” Record at PRP513. Electing to treat the omission of Allied’s financial information as a minor informality under section 11-35-1520(13) of the Procurement Code, Mr. Edmondson allowed Allied the opportunity to cure it in his e-mail of August 29, 2013. *Id.* Mr. Edmondson notes that the solicitation itself first requested the financial information and that his e-mail was the second request for the information. Record at PRP513 – PRP514. Mr. Edmondson then notes that although Allied was the bidder, not Republic, Allied responded to his second request by submitting a financial summary for Republic. Record at PRP514. Finally, with respect to responding to requests for financial information, Mr. Edmondson concludes: “The failure to cure the requirement to provide at least 2 years of financial statements after 2 reasonable requests from the Procurement

Manager is sufficient grounds in and of itself for a ‘Non-Responsibility Determination.’” *Id.* Thus, the first basis for Mr. Edmondson’s non-responsibility determination is Allied’s failure to supply its financial information despite repeated requests.²

Because Allied never supplied the requested information, Mr. Edmondson decided to access a Dun & Bradstreet (D&B) report for Allied. Record at PRP514. This report³ contained negative ratings for the categories of “Financial Stress Class” and “Credit Score Class.” Record at PRP514. Mr. Edmondson relied on the information in the D&B report to conclude that Allied did not have “the financial means to fully perform as specified in the solicitation.” *Id.* Therefore, the second basis for Mr. Edmondson’s non-responsibility determination is that Allied lacked the necessary financial resources.⁴

Mr. Edmondson testified at the Panel hearing that he has been working at MMO as a Procurement Manager for about a year and that he previously worked in a similar capacity at the Medical University of South Carolina. Mr. Edmondson acknowledged that the cover letter submitted with Allied’s bid also contained Republic’s name and that it explained the relationship between the two. Although he agreed that Republic’s financial statements were audited and

² The Panel notes that Mr. Edmondson’s second e-mail of August 29, 2013, clarifying that he was asking for Allied’s financials, not Republic’s, could be considered to be the third request for the information. Likewise, Mr. Edmondson’s September 9th e-mail, indicating that he was still waiting for Allied’s financials, could be considered the fourth request.

³ The D&B report was issued for “Allied Services, LLC,” which has the same business address as Allied and is identified as a branch location of Republic Services, Inc. Record at PRP501. As noted above, “Allied Services, LLC” is the name under which Allied is registered with the South Carolina Secretary of State. *See supra* note 1.

⁴ In his initial protest letter, Mr. Hatfield asserted, “There is no D&B listing for Allied Waste as it is a part of Republic Services.” Record at PRP16. At the Panel hearing, Mr. Hatfield testified that he was not familiar with D&B and that Allied did not use it. He also testified that he would have liked for Mr. Edmondson to have given him an opportunity to respond to the D&B report. Mr. Carlson testified that he believed the D&B report was of limited value because Allied does not contract with D&B and does not provide financials to D&B. However, neither witness disputed that the D&B report addressed Allied as a branch of Republic. Although Allied’s counsel argued before the Panel that Allied was treated unfairly by not being given an opportunity to respond to the D&B report, that issue was not raised in the initial protest letter and will not be addressed by the Panel. *See In re: Protest of DPConsultants, Inc., et al.*, Panel Case No. 1998-6 (Dec. 15, 2001) (“The protest letters establish the issues of the case, and any issues not established in the protest letter are untimely filed under the time constraints of S.C. Code Ann. § 11-35-4210.”).

indicated that Republic was a healthy company, he stressed that he had asked for Allied's financials, which he never received. In evaluating Allied's responsibility, Mr. Edmondson testified that he looked at the five factors listed in the Qualifications section of the IFB and "made a hard stop on financials." As a result, he admitted he never contacted Allied's references or considered its past performance at McEntire, of which he was unaware.

Conclusions of Law

Allied has requested the Panel to review the CPO's decision declining to overturn Mr. Edmondson's determination of non-responsibility. Allied's appeal letter raises thirteen grounds, which are incorporated herein by reference. Record at PRP18 – PRP29. In summary, Allied first argues that the procurement manager and the CPO should have accepted the consolidated financials it submitted with its bid and the supplemental financial information it supplied during the evaluation process and during the CPO's hearing. (Appeal Issues 1 – 5; 11 – 12, PRP26 – PRP28). Allied next argues that it was error for the procurement manager to have accessed the D&B report because it was incomplete. (Appeal Issue 6, PRP27). Furthermore, Allied asserts that the procurement manager should have notified Allied about or given it an opportunity to respond the D&B report.⁵ (Appeal Issue 7, PRP27). Finally, Allied argues that it was error for the procurement manager not to have contacted its references or to have considered its record of past performance at McEntire and on other state projects. (Appeal Issues 8 – 10, 13, PRP27 – PRP28).

In reviewing a determination of non-responsibility, the Panel must decide whether the determination is "clearly erroneous, arbitrary, capricious, or contrary to law." S.C. Code Ann. §

⁵ As noted above at note 4, this issue was not raised by the original appeal letter and will not be addressed by the Panel.

11-35-2410(A) (2011). Moreover, as the appealing party, Allied bears the burden of proof before the Panel. *See In re: Protest of Value Options, et al.*, Panel Case No. 2001-7 at 7 (August 3, 2001) (“The burden of proof is on the appellants to demonstrate by a preponderance of the evidence that the determination made by the procurement officer is clearly erroneous, arbitrary, capricious or contrary to law.”). In *Value Options* the Panel also observed that procurement officers are given broad discretion in making their responsibility determinations because these are a matter of business judgment. As such, the Panel noted that it will not overturn a finding of non-responsibility on the grounds that it is arbitrary or capricious unless the appellant “demonstrate[s] a lack of reasonable or rational basis for the agency decision or subjective bad faith on the part of the procuring officer or clear and prejudicial violation of relevant statutes and regulations which would be tantamount to a lack of reasonable or rational basis.” *Id.* (quoting *Robert E. Derecktor of Rhode Island, Inc., v. Goldschmidt*, 516 F. Supp. 1085 (D. R.I. 1981)). For the reasons discussed below, the Panel finds that Mr. Edmondson’s determination of non-responsibility is supported by a rational basis and declines to overturn it.

The State must make a responsibility determination for every contract it lets “based upon full disclosure to the procurement officer concerning capacity to meet the terms of the contracts and based upon past record of performance of similar contracts.” S.C. Code Ann. § 11-35-1810(1) (2011). The next subsection provides:

The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of responsibility with respect to such bidder or offeror.

S.C. Code Ann. § 11-35-1810(2). In addition, the controlling regulation provides:

At any time prior to award, the prospective contractor shall supply information requested by the procurement officer concerning the responsibility of such contractor. *If such contractor fails to supply the requested information, the procurement officer shall base the determination of responsibility upon any available information or may find the prospective contractor non responsible if*

such failure is unreasonable. In determining responsibility, the procurement officer may obtain and rely on any sources of information, including but not limited to the prospective contractor; knowledge of personnel within the using or purchasing agency; commercial sources of supplier information; suppliers, subcontractors, and customers of the prospective contractor; financial institutions; government agencies; and business and trade associations.

S.C. Code of State Regulations, Reg. 19-445.2125(B) (2011) (emphasis added). The IFB itself also notified bidders of their obligations to respond to responsibility inquiries and the consequences for failing to do so.

The first basis of Mr. Edmondson's non-responsibility determination was Allied's failure to supply the financial information he requested on more than one occasion. Given that Allied was the bidder and would be the entity entering into the contract with the State, the Panel finds that Mr. Edmondson was not "clearly erroneous, arbitrary, capricious, or contrary to law" in requesting that Allied provide financial information specific to itself and in declining to accept Republic's financials as a substitute. Moreover, the Panel finds that it was within Mr. Edmondson's discretion to conclude that Allied unreasonably failed to supply requested information when it repeatedly submitted Republic's financial information instead.⁶ Therefore, the Panel finds Mr. Edmondson's determination is supported by a rational basis and affirms the determination of non-responsibility on this ground.

Regarding Mr. Edmondson's consideration of the D&B report, the Panel finds that he was justified in seeking other sources of information in light of Allied's failure to supply the requested financial information. Moreover, he acted in accordance with Regulation 19-

⁶ The Panel recognizes that Mr. Hatfield responded to Mr. Edmondson's requests in a prompt fashion and that he believed he was justified in submitting Republic's financials because of Allied's position as a Republic subsidiary or division. However, he testified that he understood Mr. Edmondson wanted Allied's financials, not Republic's. Furthermore, it is undisputed that he never submitted Allied's financials during the time Mr. Edmondson was conducting his responsibility determination.

445.2125(B) and Panel precedent in doing so. *See In re: Appeal by Trinity7 Security, LLC*, Panel Case No. 2012-8 (March 11, 2012) (wherein the Panel noted the procurement officer's consideration of a D&B report). Even if the report is based on incomplete information, it still serves as a rational basis for Mr. Edmondson's determination that Allied lacked the necessary financial resources. Therefore, the Panel will not overturn Mr. Edmondson's determination of non-responsibility on this ground.

With regard to Allied's final complaint that Mr. Edmondson did not contact its references or consider its record of past performance, the Panel finds that nothing in the language of section 11-35-1810(1) or Regulation 19-445.2125(A)⁷ provides that a satisfactory record of past performance excuses a lack of "capacity to meet the terms of the contract" in terms of financial resources. As Mr. Edmondson testified before the Panel, he reached a "hard stop" when he looked at the financials provided by Allied in this case. The Panel finds that it was within Mr. Edmondson's discretion not to consider references or past performance once he had determined that Allied had unreasonably failed to supply the requested financial information. Therefore, the Panel will not overturn Mr. Edmondson's determination of non-responsibility on this ground.

Conclusion

In conclusion, the Panel finds that Allied has failed to demonstrate by a preponderance of the evidence that Mr. Edmondson's determination of non-responsibility is "clearly erroneous, arbitrary, capricious, or contrary to law." Therefore, Panel hereby denies the protest and appeal of Allied and affirms the decision of the CPO.

⁷ This regulation sets forth the State Standards of Responsibility and is quoted in the Qualifications section of the IFB. *See supra* at pages 8 – 9. S.C. Code of State Regulations, Regulation 19-445.2125(A) (2011).

IT IS SO ORDERED.

SOUTH CAROLINA PROCUREMENT REVIEW PANEL

BY: 
C. BRIAN MCLANE, SR., CHAIRMAN

This 12th day of March, 2014.

Columbia, South Carolina