

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
))
))
IN THE MATTER OF: BID PROTEST)
))
COASTAL EMPIRE FIRE & SECURITY)
))
v.)
))
SOUTH CAROLINA DEPARTMENT)
OF CORRECTIONS)
))
RIDGELAND CORRECTIONAL)
INSTITUTE – FIRE ALARM)
REPLACEMENT)
PROJECT NO. N04-9678-LC)

**BEFORE THE CHIEF PROCUREMENT
OFFICER FOR CONSTRUCTION**

DECISION

CASE NO. 2009-010

**POSTING DATE:
JANUARY 5, 2009**

This matter is before the Chief Procurement Officer for Construction (CPOC) pursuant to a request by Coastal Empire Fire & Security, Inc., under the provisions of section 11-35-4210 of the South Carolina Consolidated Procurement Code, for an administrative review of the Ridgeland Correctional Institute – Fire Alarm Replacement bid (“the Project”), for the South Carolina Department of Corrections (DOC). Coastal protests DOC’s posting of a Notice of Intent to Award a contract for the project to Southeastern Fire Control, Inc.

NATURE OF THE PROTEST

Coastal’s protest is attached and incorporated herein by reference. [Ex. A] Coastal’s protest contains the following items of protest and allegations:

1. Coastal alleges that Southeastern is not responsible and its bid is non-responsive because its bid price “appears” to be below Coastal’s cost.
2. Coastal asserts that Southeastern’s bid may be in violation of Section 39-5-150 of the South Carolina Trusts, Monopolies and Restraints of Trade Act and the “Federal Trade Commission Antitrust Law”.

Coastal’s requested remedy is that the CPOC take action to determine if Southeastern’s low bid is responsible and accurate with respect to pricing.¹

¹ After bid opening, DOC, as a part of its responsibility determination, asked Southeastern to confirm its bid price, which it did.

FINDINGS OF FACT

The following dates and facts are relevant to the protest:

1. On October 13, 2008, DOC solicited bids to perform the work of the Project. [Ex. B]
2. By the time for receiving and opening bids, November 26, 2008, DOC received three bids. [Ex. C]
3. Southeastern submitted the low bids of \$138, 960.00 on Base Bid #1 and \$150,450.00 on Base Bid #2.
4. Coastal submitted the second low bids of \$260,057.54 on Base Bid #1 and \$293,007.94 on Base Bid #2.
5. On December 9, 2008, DOC posted a Notice of Intent to Award a contract for the work of Base Bid #2 to Southeastern. [Ex. D]
6. On December 11, 2008, Coastal submitted its protest to the CPOC.

DISCUSSION

Responsiveness

Coastal alleges that Southeastern's bid was not responsive because Southeastern's listed bid price was allegedly below cost. Responsiveness is determined on the face of the bid. Therefore, if Southeastern listed any price in the spaces on the bid form for doing so, Southeastern's bid is responsive. *See e.g. B&M Cillessen Construction Co, Inc., 2001 WL 611472 (Comp. Gen.), B-28744.2, 2001 CPD 100.*² A review of Southeastern's bid form shows that Southeastern inserted a bid price into both spaces on the form for doing so and whether or not these prices were below cost is not relevant to the issue of responsiveness.

Responsibility

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." *See S.C. Code Ann. § 11-35-2410(A)*. The protestant has the burden of proving that the procurement officer's determination is "clearly erroneous, arbitrary, capricious, or contrary to law." *See Brantley*. Assuming that Coastal's allegation that Southeastern's bid

² Decisions of the U.S. Comptroller General are not controlling in S.C. State Government protests, but are cited as enlightening.

is a below cost bid is true, this fact by itself is not sufficient to establish that the procurement officer's determination of responsibility is "clearly erroneous, arbitrary, capricious, or contrary to law." See e.g. *B&M Cillessen Construction Co, Inc.*, 2001 WL 611472 (Comp. Gen.), B-28744.2, 2001 CPD 100; *Advanced Modular Space, Inc.*, 1995 WL 592774 (Comp. Gen.), B-265860, 95-2 CPD P 168.

Trusts, Monopolies and Restraints of Trade Act

Coastal suggests that Southeastern's low bid might be an attempt to injure competitors in a conspiracy to form a monopoly in violation of S.C. Code Ann. § 39-3-150. Aside from the fact that this Act only applies to the sale of commodities, not offering to provide construction services, if Coastal believes that it is being harmed by an illegal conspiracy to restrain trade, its proper course of action is to file a complaint with the Circuit Solicitor, not file a protest under the Procurement Code. The protest of an Intent to Award is not the appropriate mechanism to complain of an attempt to monopolize. The Attorney General and the solicitor of each circuit in which the offense is committed are the proper parties to enforce the provisions of the law. See S.C. Code Ann. § 39-3-190.

DECISION

It is the decision of the Chief Procurement Officer for Construction that Southeastern's bid was responsive on its face and that DOC's determination that Southeastern was a responsible bidder was not clearly erroneous, arbitrary, capricious, or contrary to law.

For the foregoing reasons Protest denied.



John St. C. White
Chief Procurement Officer for Construction



Date

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

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: www.procurementlaw.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 83.1 of the 2008 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(4). . . . 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 hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2008 S.C. Act No. 310, Part IB, § 83.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, a business must retain 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).

7400 Abercorn Street
Suite 705-232
Savannah, GA 31406
(912) 925-1324
FAX (912) 925-3024



December 11, 2008

CPO
Office of State Engineer
1201 Main Street
Suite 600
Columbia SC 29201

DEC 15 2008
OFFICE OF STATE ENGINEER

RE: Ridgeland Correctional Institute – Fire Alarm Replacement
Project: NO4-9678-LC

VIA: Certified Mail & Email

**Protest
Of
Notice of Intent to Award**

This letter is our written protest of the *Notice of Intent to Award* on the above referenced project.

The total amount of the low bidder's Base Bid #2 appears to be below our cost (SE-370 and Bid Tabulation Sheet enclosed). Which, may be in violation of SECTION 39-3-150 "Sale at less than cost for purpose of injuring competitors is conspiracy to form monopoly;" of the South Carolina Code of Laws and the Federal Trade Commission Antitrust Law.

The State should take appropriate action to determine if this low bid is responsible and accurate in their material take-off, pricing and the number of buildings included in their bid. As you may well be aware of, acceptance of such a low bid can have dire results in the quality of the work to be performed, repeated requests for additional work with exorbitant pricing to make up for the difference in the Base Bid costs', and the possibility of the contractor defaulting on the contract leaving the project unfinished. The risks involved in an incomplete life safety system are too great in a large facility of this type.

Whether or not the low bidder intentionally quoted below cost is for the State to determine. Our intentions are to insure that the SC Department of Corrections receives a quality system at fair market value.

Sincerely,

Bruce Cisne
Coastal Empire Fire & Security, Inc.

cc: Wade Poston, South Carolina Department of Corrections - Email
Larry Anderson, Coastal Empire Fire & Security, Inc. - Email
Enclosures



SE-370
Notice of Intent to Award

2008 Edition

AGENCY: South Carolina Department of Corrections
(Agency Name)

PROJECT: N04-9678-LC Ridgeland Correctional Institution - Fire Alarm Replacement
(Project Number) (Project Name)

TO ALL BIDDERS:

The Agency has determined that the below-named Bidder is responsible in accordance with the requirements of the Bidding Documents and has submitted the lowest responsive Bid. The Agency hereby announces its intent to enter into a contract with this Bidder for the construction of the above-named Project, subject to the provisions of SC law.

NAME OF BIDDER(S): Southeastern Fire Control, Inc.

DATE BIDS WERE RECEIVED: November 26, 2008

AMOUNT OF BASE BID: (BASE BID # 2) \$ 150,450.00

ALTERNATE(S) ACCEPTED: # N/A Total: \$ N/A

TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S): \$ 150,450.00

Remarks: (In accordance with Chapter 6 of the OSE Manual, explain any negotiations that resulted in a change in either the Base Bid or the accepted Bid Alternates)

RIGHT TO PROTEST:

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

Wade Poston December 9, 2008
(Signature of Awarding Authority) (Date Posted)

Wade Poston Project Coordinator
(Print or Type Name of Awarding Authority) (Awarding Authority Title)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of this form on the Date and at the Location announced at the Bid Opening.
2. Mail a copy of this Form and the final Bid Tabulation to all responsive Bidders and OSE.

Bid Tabulation Sheet

South Carolina Department of Corrections

Fire Alarm Replacement

at

Ridgeland Correctional Institution

State Project # N04-9678-LC
November 26, 2008 @ 2:00 PM

Company	Addendums #1, #2, #3 & #4	Bid Security	Base Bid #1	Base Bid #2
Coastal Empire Fire & Security, Inc.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$260,057.54	\$293,007.94
Bank & Business Systems, Inc.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$261,855.00	\$314,730.00
Southeastern Fire Control, Inc.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$138,960.00	\$150,450.00
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			

I certify that the above bids were received sealed, publicly opened, and read aloud at the date and time indicated, and that this is a true and correct tabulation of all bids received for this project.

S/ Wade Patton

Date: 12/09/08

SOUTH CAROLINA BUSINESS OPPORTUNITIES

Published by Materials Management Office – R. Voight Shealy, Director

October 13, 2008

Volume 28, Issue 82

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A Listing, Published Twice Per Week, of
Proposed Procurements in Construction,
Information Technology, Supplies & Services
As Well As Other Information of Interest to the
Business Community.

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System or Transmitted in Any Form Or
By Any Means, Electronic, Mechanical, Photocopying
Or Otherwise, Without Prior Written
Permission of the Publisher.

Sealed Bids Listed in This Publication Will Be
Received at the Time, Place & Date Indicated
in the Announcements & Then Be Publicly
Opened & Read Aloud. The State/Owner
Reserves the Right to Reject Any Or All Bids
& to Waive Technicalities.

ARCHITECT / ENGINEERING SERVICES

AIR RESCUE & FIRE FIGHTING BUILDING FOR Horry COUNTY DEPARTMENT OF AIRPORTS

HORRY COUNTY RFQ # 2008-09-036

Horry County, SC, Is Requesting for its
Department of Airports, Statements of
Qualifications to provide professional archi-
tectural services at Myrtle Beach Interna-
tional Airport (MYR), for the development of
an Air Rescue & Fire Fighting (ARFF) Build-
ing.

The RFQ Invites Those Firms having the
expertise, resources & qualifications to
perform the required services to submit their
qualifications. This RFQ & a sample agree-
ment including a full scope of services may
be obtained from the Horry County Office
website www.horrycounty.org.

**Statements Of Qualifications Will Be
Received** in the Office of Procurement,
3230 Highway 319, Conway, SC 29526, not
later than 3:00pm, local time, on Tuesday,
October 28, 2008. Statement shall be en-
closed in a sealed envelope clearly marked
"RFQ #2008-09-036" on the outside of the
envelope. Any statement received after the
time stipulated will be rejected.

S.C. ROUTE 51 GRAVITY SEWER COLLECTION SYSTEM

REQUEST FOR QUALIFICATIONS

**York County, SC Is Soliciting Interest &
Credentials** from qualified engineering
firms licensed in the State of South Carolina
for various services related to the evaluation
& design of SC Route 51 Gravity Sewer
Collection System.

This RFQ can be obtained on-line at
www.yorkcountygov.com. Direct any ques-
tions concerning this RFQ to Mark Kettle-
well, County Engineer, via email to
mark.kettlewell@yorkcountygov.com or fax
(803) 684-8596.

Proposals will be received in the Purchasing
Department, 6 South Congress St., York,
SC 29745 until 11:00am, local time, on
October 30, 2008, at which time said pro-
posals will be publicly opened.

CONSTRUCTION

Invitation for Construction Bids

SCBO Notes referred to in State Agency adver-
tisements appearing in the Construction Section of
SC Business Opportunities can be found at
<http://www.mmo.sc.gov/MMO/ops/SCBONotes.pdf>
Please verify requirements for non-State agency
advertisements by contacting the agency / owner.

Project Name: RIDGELAND
CORRECTIONAL INSTITUTION
– FIRE ALARM REPLACEMENT

Project Number: N04-9678-LC
Location: Ridgeland Correctional Institu-
tion, Route 2, Box 7, East Front-
age Road, Ridgeland, SC 29936

Applicable SCBO Notes: 2, 4, & 5

Bid Security Required: Yes

Performance Bond Required: Yes

Payment Bond Required: Yes

Description of Project: Remove existing
fire alarm system & replace with
new fire alarm system as speci-
fied & detailed in the project
manual dated November 2007.
Contractor may be subject to per-
formance appraisal at close of
project.

Construction Cost Range: \$150,000 -
\$250,000

Architect/Engineer: Davis & Floyd, Inc.

A/E Contact: Larry Meredith

A/E Address: 1319 Hwy. 76/221 East,
Greenwood, SC 29649

A/E Telephone: (864) 229-5211

A/E Fax: (864) 229-7844

A/E E-mail: lmredid@davisfloyd.com

Plans on File At:

AGC: Columbia

Dodge: Columbia

HCAC: Columbia

RCD: Online

Plans May Be Obtained From: Agency

Plan Deposit: \$50.00, refundable

Pre-Bid Conf./Site Visit: Mandatory

Pre-Bid Date/Time: 10/27/08 – 11:00am

Place: Ridgeland Correctional Institution

Agency/Owner: SC Department of Correc-
tions

Name & Title of Agency Coordinator:

Wade Poston, Project Coordina-
tor

Address: 4322 Broad River Rd., Columbia,
SC 29210

Telephone: (803) 896-1707

Fax: (803) 896-1700

E-mail: poston.wade@doc.state.sc.us

Bid Due Date/Time: 11/13/08 – 2:00pm

Place: SC Dept. of Corrections, Facilities
Management Conference Room,
4322 Broad River Rd., Columbia

Hand Deliver Bids To: SCDC, Facilities
Management, 4322 Broad River
Rd., Columbia, SC 29210

Mail Bids To: SCDC, Facilities Manage-
ment, 4322 Broad River Rd., Co-
lumbia, SC 29210

Project Name: WIL LOU GRAY –
AUDITORIUM INTERIOR
RENOVATIONS

Project Number: F03-9865-PM

Location: 3300 West Campus Rd., West
Columbia

Applicable SCBO Notes: 2, 4, & 5

Bid Security Required: Yes

Performance Bond Required: Yes

Payment Bond Required: Yes

Description of Project: The project will
consist of installing new seating,
sealing with epoxy paint the exist-
ing concrete floor, installation of
carpet tile & runway lighting in the
aisles, repair & paint ceiling grid,
install new ceiling tile, remove the
existing incandescent lighting &
install dimmable fluorescent light-
ing, replace HVAC diffusers, add
sheetrock to cover the existing
brick surface on three of the four
walls in the auditorium. Contrac-



SE-330
Bid Form

2008 Edition

Bids shall be submitted only on SE-330

BID SUBMITTED BY: Bank and Business Systems, Inc
(Bidder's Name)

BID SUBMITTED TO: South Carolina Department of Corrections
(Agency Name)

FOR PROJECT: N04-9678-LC Ridgeland Correctional Institution - Fire Alarm Replacement
(Number) (Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, 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 **AGENCY** in the form 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 11-32-3030(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**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid: 1,2,3,4
ADDENDUM No: _____

5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Alternate Base Bids, 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 **AGENCY**.

6. **BIDDER** herewith submits its offer 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 (BASE BID NO. 1) (as Indicated in the Bidding Documents and generally described as follows):
Remove existing fire alarm and replace with new system as specified in the project manual dated November
2007 as defined in Section 011000, Paragraph 1.3.D

\$261,855.00

(enter BASE BID in figures only)

, which sum is hereafter called the **BASE BID No. 1**.

SE-330 Bid Form

2008 Edition

TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a *Notice to Proceed* has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (150) **CALENDAR DAYS** from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (30) **CALENDAR DAYS** from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One 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 Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
2. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$100.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of \$0.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for an **ALTERNATE BASE BID** shall render the Bid non-responsive. A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive.
3. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
4. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
5. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.
6. **BIDDER** agrees to provide all information requested by the **AGENCY** to support the **AGENCY'S** evaluation and determination of the **BIDDER'S** responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the **AGENCY** within **SEVEN (7) DAYS** from date of receipt by the **BIDDER** by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
7. The **BIDDER** certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

SE-330 Bid Form

2008 Edition

8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.

9. 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.

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 Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)

(Signature and Title)

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 57-0522549
OR
SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

<u>Contractors</u>	<u>Fire</u>	<u>None</u>
<i>(Classification)</i>	<i>(Subclassification)</i>	<i>(Limitations)</i>

FAC # 3058

(SC Contractor's License Number)

SIGNATURE

Bank and Business Systems, Inc

(Legal Name of Person, Firm or Corporation Submitting Bid)

152 Woodcraft Drive Lexington, SC 29073

(Mailing Address for the above)



26-Nov-08

BY: Roy W. Smith (Signature)

(Date)

Managing Director

803-356-0558

(Title)

(Phone)



SE-330
Bid Form

2008 Edition

Bids shall be submitted only on SE-330

BID SUBMITTED BY: COASTAL EMPIRE FIRE & SECURITY, INC.
(Bidder's Name)

BID SUBMITTED TO: South Carolina Department of Corrections
(Agency Name)

FOR PROJECT: N04-9678-LC Ridgeland Correctional Institution - Fire Alarm Replacement
(Number) (Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, 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 **AGENCY** in the form 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 11-32-3030(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**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No: 1, 2, 3, 4

5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Alternate Base Bids, 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 **AGENCY**.

6. **BIDDER** herewith submits its offer 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 (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):
Remove existing fire alarm and replace with new system as specified in the project manual dated November 2007 as defined in Section 011000, Paragraph 1.3.D

\$260,057.54, which sum is hereafter called the **BASE BID No. 1**.
(enter BASE BID in figures only)

SE-330 Bid Form

2008 Edition

TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (150) **CALENDAR DAYS** from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (30) **CALENDAR DAYS** from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One 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 Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
2. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$100.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of \$0.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for an **ALTERNATE BASE BID** shall render the Bid non-responsive. A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive.
3. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
4. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
5. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.
6. **BIDDER** agrees to provide all information requested by the **AGENCY** to support the **AGENCY'S** evaluation and determination of the **BIDDER'S** responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the **AGENCY** within **SEVEN (7) DAYS** from date of receipt by the **BIDDER** by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
7. The **BIDDER** certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

SE-330 Bid Form

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- 8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.
- 9. 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.

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 Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)

(Signature and Title)

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

58-2514302

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

FAC3100

(Classification)

(Subclassification)

(Limitations)

FAC3100

(SC Contractor's License Number)

SIGNATURE

BRUCE E. CISNE

(Legal Name of Person, Firm or Corporation Submitting Bid)

42 W. MONTGOMERY CROSSROADS SAVANNAH, GA 31406

(Mailing Address for the above)



BY:

(Signature)

(Date)

SALES ENGINEER

(Title)

912-925-1324

(Phone)



SE-330
Bid Form

2008 Edition

Bids shall be submitted only on SE-330

BID SUBMITTED BY: Southeastern Fire Control, Inc.

(Bidder's Name)

BID SUBMITTED TO: South Carolina Department of Corrections

(Agency Name)

FOR PROJECT: N04-9678-LC Ridgeland Correctional Institution - Fire Alarm Replacement

(Number)

(Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, 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 **AGENCY** in the form 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 11-32-3030(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**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: #1, #2, #3 and #4

5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Alternate Base Bids, 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 **AGENCY**.

6. **BIDDER** herewith submits its offer 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 (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):

Remove existing fire alarm and replace with new system as specified in the project manual dated November 2007 as defined in Section 011000, Paragraph 1.3.D

\$ 138,960.00, which sum is hereafter called the **BASE BID No. 1**.

(enter BASE BID in figures only)

2008 Edition

SE-330 - Bid Form

6.2 ALTERNATE BASE BIDS (as indicated in the Bidding Documents and generally described as follows):

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
BASE BID NO. 2	Base Bid No. 1 plus all materials and labor for <u>smoke detectors in all mechanical cell chases for</u> <u>all housing units (F buildings).</u>	<u>\$150,450.00</u>
BASE BID NO. 3	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

6.3 UNIT PRICE WORK

BIDDER offers for the Agency's consideration and use the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. UNIT PRICES include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

<u>No.</u>	<u>ITEM</u>	<u>Base Bid Qty.</u>	<u>Unit of Measure</u>	<u>ADD</u>	<u>DEDUCT</u>
	N/A	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____

SE-330 Bid Form

2008 Edition

TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The BIDDER shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (150) CALENDAR DAYS from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (30) CALENDAR DAYS from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

- 1 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One 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 Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
- 2 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$100.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
- 3 The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of \$0.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, BIDDER hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the BIDDER to indicate a price for an **ALTERNATE BASE BID** shall render the Bid non-responsive. A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive.
3. The BIDDER shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No BIDDER whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
4. The failure of the BIDDER to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
5. Unless otherwise provided in the Bidding Documents, BIDDER will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.
6. BIDDER agrees to provide all information requested by the AGENCY to support the AGENCY'S evaluation and determination of the BIDDER'S responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the AGENCY within SEVEN (7) DAYS from date of receipt by the BIDDER by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by BIDDER to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
7. The BIDDER certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

SE-330 Bid Form

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8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.

9. 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.

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 Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)

(Signature and Title)

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

#32-0232450

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

Fire Alarm Systems
(Classification)

(Subclassification)

(Limitations)

FAC-13335

(SC Contractor's License Number)

SIGNATURE

Southeastern Fire Control, Inc.

(Legal Name of Person, Firm or Corporation Submitting Bid)

453 Jenson Lane, Charleston, SC 29492

(Mailing Address for the above)

C. Edell / Alarm Manager

BY:

(Signature)

11/24/08

(Date)

Alarm Manager

(Title)

(843) 416-1330

(Phone)



SE-370 Notice of Intent to Award

2008 Edition

AGENCY: South Carolina Department of Corrections
(Agency Name)

PROJECT: N04-9678-LC Ridgeland Correctional Institution - Fire Alarm Replacement
(Project Number) (Project Name)

TO ALL BIDDERS:

The Agency has determined that the below-named Bidder is responsible in accordance with the requirements of the Bidding Documents and has submitted the lowest responsive Bid. The Agency hereby announces its intent to enter into a contract with this Bidder for the construction of the above-named Project, subject to the provisions of SC law.

NAME OF BIDDER(S): Southeastern Fire Control, Inc.

DATE BIDS WERE RECEIVED: November 26, 2008

AMOUNT OF BASE BID: (BASE BID # 2) \$ 150,450.00

ALTERNATE(S) ACCEPTED: # N/A Total: \$ N/A

TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S): \$ 150,450.00

Remarks: (In accordance with Chapter 6 of the OSE Manual, explain any negotiations that resulted in a change in either the Base Bid or the accepted Bid Alternates)

RIGHT TO PROTEST:

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

Wade Poston
(Signature of Awarding Authority)

December 9, 2008
(Date Posted)

Wade Poston
(Print or Type Name of Awarding Authority)

Project Coordinator
(Awarding Authority Title)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of this form on the Date and at the Location announced at the Bid Opening.
2. Mail a copy of this Form and the final Bid Tabulation to all responsive Bidders and OSE.