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EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES
DELBERT H. SINGLETON, JR.
DIVISION DIRECTOR
(803) 734-8018
JOHN ST. C. WHITE
MATERIALS MANAGEMENT OFFICER
(803) 737-0600
FAX: (803) 737-0639

Protest Decision

Matter of: Premier Sports Lighting, LLC
File No.: 2024-008
Posting Date: May 17, 2024
Contracting Entity: University of South Carolina
Project No.: H34-9553/50003541-6
Description: FY23-Upstate-MRR Soccer/Baseball/Softball Lighting

DIGEST

The Chief Procurement Officer for Construction (CPOC) denies the protest of Premier Sports Lighting, LLC (Premier), attached as Exhibit A. Premier failed to meet its burden of proving that The Lighting Company & Electrical Construction, LLC did not provide a correct bid bond.

AUTHORITY

The Chief Procurement Officer¹ (CPO) conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

BACKGROUND

The facts pertinent to this decision are:

¹ The Chief Procurement Officer for Construction delegated the administrative review of this protest to the Deputy State Engineer.

- On March 28, 2024, the University of South Carolina (USC) advertised for bids to replace the existing metal halide light fixtures at the USC Upstate soccer, baseball, and softball fields.
- By the deadline for receipt of bids, USC received bids from Hellas Construction Inc, The Lighting Company & Electrical Construction LLC (Lighting), and Premier Sports Lighting (Premier).
- On April 24, 2024, Ms. Andrea Johnson (USC) opened and read bids, and Ms. Edna Sims (USC) recorded the results.
- Lighting's bid included a bid bond. [Exhibit B]
- During the opening of bids, the Premier representative (Ms. Madison Hyleman) in attendance understood USC to indicate the bid bond included in the bid package of Lighting may not have included a seal.² [Exhibit A]
- On April 29, 2024, USC posted its Notice of Intent to Award. [Exhibit C]
- On May 2, 2024, Premier notified the CPO of its formal protest of the intended award of the contract.

DISCUSSION

Resolution of this matter is governed by S.C. Code Ann. §11-35-3030 which states:

(1) Bid Security.

(a) Requirement for Bid Security. Bid security is required for all competitive sealed bidding for construction contracts in a design-bid-build procurement in excess of one hundred thousand dollars and other contracts as may be prescribed by the State Engineer's Office. Bid security is a bond provided by a surety company meeting the

² During a phone conversation on May 16, 2024, Ms. Hyleman indicated that she understood the USC representative to comment they were unable to confirm, or identify, the seal on the bond of Lighting. From that comment, Ms. Hyleman was unsure if the bond contained a seal or not. Further, she noted the USC representative did not check the "bid bond box" on a bid tabulation form as an indication of acknowledgement for the receipt of a bid bond for Lighting.

criteria established by the regulations of the board or otherwise supplied in a form that may be established by regulation of the board.

(c) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for bids requires security, noncompliance requires that the bid be rejected except that a bidder who fails to provide bid security in the proper amount or a bid bond with the proper rating must be given one working day from bid opening to cure the deficiencies. If the bidder is unable to cure these deficiencies within one working day of bid opening, his bid must be rejected.

Pursuant to the foregoing, Lighting was required to submit a bid bond with the terms and conditions set forth on AIA Document A310 as published in the solicitation documents. Lighting provided a bid bond and a power of attorney in its bid package. A review of the documents shows both contain a seal from Merchants National Bonding, Inc. [Exhibit B] Premier's concern is based on the statement allegedly made by the USC representative as to whether or not the seal on the A310 was present at the time of bid or if it was provided at a later date. USC has no recollection of such comments made at the time of bidding. USC confirms, however, that the bid bond and power of attorney included in the Lighting original bid package did contain seals and that an additional bond was not requested or received after the bid opening. Premier, therefore, has failed to show that Lighting failed to provide a proper bid bond with its bid.

DECISION

For the reasons stated above, the protest of Premier is denied.



Phil C. Gerald
Deputy State Engineer

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2023)

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

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

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

FILING FEE: Pursuant to Proviso 111.1 of the 2023 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
1205 Pendleton Street, Suite 367, 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.



Premier Sports Lighting, LLC
2100 Chespark Drive
Gastonia, NC 28052
800-674-6058

May 2, 2024

John White, PE
Division of Procurement Services, Materials Management Office
1201 Main St., Suite 600
Columbia, SC 29201

Dear Mr. White,

I am writing to formally protest the recent bid decision made by the University of South Carolina awarding the contract for the FY23-Upstate-MRR Soccer/Baseball/Softball Lighting Project to The Lighting Company & Electrical Construction, LLC. Our protest is based on our firm belief that The Lighting Company & Electrical Construction, LLC submitted potentially incorrect bonding paperwork, which should disqualify their bid.

Our concern arises from the information we obtained through our own investigation and verification processes, which suggest that The Lighting Company & Electrical Construction, LLC may have provided incorrect bonding paperwork, or worse, failed to provide the required bonds altogether. During the opening of the bids, a representative of the University of South Carolina stated that they were unable to confirm that or identify the seal on the bid documents submitted by The Lighting Company & Electrical Construction, LLC. It was not verbally confirmed whether or not that seal was present on the bond documents during the 3:00 PM meeting.

Based on this concern, we request an immediate review of the bidding process and an investigation into whether or not the seal was present at the time of the bid or if it was provided at a later time. Furthermore, we request transparency in this process.

We appreciate your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Weathers", written over a horizontal line.

Andrew Weathers

CEO

Premier Sports Lighting, LLC

**SE-330
LUMP SUM BID FORM**

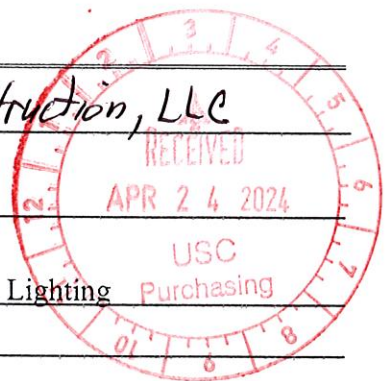
Bidders shall submit bids on only Bid Form SE-330.

BID SUBMITTED BY: The Lighting Company & Electrical Construction, LLC
(Bidder's Name)

BID SUBMITTED TO: University of South Carolina
(Agency's Name)

FOR: PROJECT NAME: FY23-Upstate-MRR-Soccer/Baseball/Softball Lighting

PROJECT NUMBER: H34-9553/50003541-6



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 Agency 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 SC Code § 11-35-3030(1), Bidder has submitted Bid Security in the amount and form required by the Bidding Documents.

§ 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 Agency.

§ 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):* Project scope includes replacing existing Metal Halide lighting fixtures with L.E.D. lighting fixtures at Upstate's soccer, baseball, and softball fields.

\$ 700,431.00, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

SE-330
LUMP SUM BID FORM

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED
(See Instructions on the following page BF-2A)

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed:

(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME <i>(Completed by Agency)</i>	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION <i>(Completed by Agency)</i>	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR <i>(Required - must be completed by Bidder)</i>	(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not Required)</i>
BASE BID			
ALTERNATE #1			
ALTERNATE #2			
ALTERNATE #3			

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.

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 Agency upon the Agency'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 § 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 Agency. 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 Agency shall retain as Liquidated Damages the amount of \$ 200.00 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, referenced in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

SE-330
LUMP SUM BID FORM

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): CLM. 108583

Classification(s) & Limits: Electrical - EL5

Subclassification(s) & Limits: Unlimited

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: The Lighting Company & Electrical Construction, LLC

ADDRESS: 202 South Florida Ave
Chesnee, S.C. 29323

TELEPHONE: 864-461-3132

EMAIL: rblightingco@chesnet.net

SIGNATURE: David H. Blanton

DATE: 4/24/2024

PRINT NAME: DAVID H. BLANTON

TITLE: MEMBER MANAGER

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

The Lighting Company and Electrical Construction LLC
202 South Florida Avenue; P O Box 111
Chesnee, SC 29323

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498
Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

University of South Carolina
1600 Hampton Street, Suite 606
Columbia, SC 29208

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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


H34-9553/50003541-6 - FY23-Upstate-MRR Soccer/Baseball/Softball Lighting

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 furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of April, 2024


(Witness)

The Lighting Company and Electrical Construction LLC
(Principal) (Seal)


(Title) MANAGING MEMBER


(Witness) Lauren Brashier

Merchants National Bonding, Inc.
(Surety) (Seal)


(Title) Lacey L Hampton Attorney-in-Fact



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brantlee B Lybrand; Jessica Vishoe; Justin Benjamin; Lacey L Hampton; Lauren Brashier; Verna Grant

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of August, 2022.

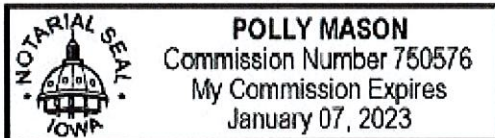


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of August, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of April, 2024.



William Warner Jr.
Secretary

SE-370

NOTICE OF INTENT TO AWARD - DESIGN-BID-BUILD CONTRACT

AGENCY: University of South CarolinaPROJECT NAME: FY23-Upstate-MRR Soccer/Baseball/Softball LightingPROJECT NUMBER: H34-9553/50003541-6POSTING DATE: 4/29/2024**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: The Lighting Company & Electrical Construction, LLCDATE BIDS WERE OPENED: 04/24/2024**BID INFORMATION:**BASE BID AMOUNT: \$ 700,431.00ALTERNATES: #1 ACCEPTED \$ _____#2 ACCEPTED \$ _____#3 ACCEPTED \$ _____TOTAL BID AMOUNT: \$ 700,431.00TOTAL CONTRACT AWARD: \$ 700,431.00

(If the Total Contract Award is different from the Total Bid Amount, explain any negotiations that resulted in the change.) _____

REMARKS: (If "No Contract to Be Awarded" was entered above, indicate the reason.) _____

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 before receipt of the Agency's written Notice to Proceed.

RIGHT TO PROTEST (SC Code § 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 be entitled to protest. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing 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, or (b) 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 email address from which you sent your protest.

Aimee B. Rish

(Agency Procurement Officer Signature)

Aimee B. Rish, Procurement Manager

(Print or Type Name)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of the SE-370 at the location specified by the Instructions to Bidders and announced at the Bid Opening.
2. Send the SE-370 and the final Bid Tabulation electronically to all Bidders and OSE (if required) the same day it is posted.



Project Name: FY23-Upstate-MRR Soccer/Baseball/Softball Lighting

EVENT#240192-01

Project Number: H34-9553/50003541-6

Bid Opening Date & Time: April 24, 2024@3:00PM

Contractor	Bid Bond	Addendum One	Base Bid
HELLAS CONSTRUCTION INC	X		\$878,852.00
THE LIGHTING COMPANY & ELECTRICAL CONSTRUCTION LLC	X	X	\$700,431.00
PREMIER SPORTS LIGHTING	X	X	\$850,000.00

Read By:

[Signature]

Recorded By:

[Signature]