

HENRY MCMASTER, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

BRIAN J. GAINES
COMPTROLLER GENERAL



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

HARVEY S. PEELER, JR.
CHAIRMAN, SENATE FINANCE COMMITTEE

BRUCE W. BANNISTER
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE
EXECUTIVE DIRECTOR

Protest Decision

Matter of: Trane Technologies (Trane)¹

File No.: 2024-002

Posting Date: August 31, 2023

Contracting Entity: Department of Administration

Project No.: D50-6104-LC

Description: Chiller # 3 Solicitation

DIGEST

The Chief Procurement Officer for Construction (CPOC) dismisses for lack of standing where protestant was not an actual bidder. Trane Technologies' (Trane) protest is attached as Exhibit A.

AUTHORITY

The Chief Procurement Officer (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 There are four companies registered with the SC Secretary of State with Trane Technologies as the first part of the name. These four companies share the same registered agent and are apparently sister companies. Trane's protest does not identify which of these four entities is actually protesting.

- On July 10, 2023, the Department of Administration (Department) advertised for bids to replace Chiller 3 at the FM Energy Facility.
- The base bid scope specified a magnetic bearing chiller but the solicitation included a deduct alternate, Alternate #1, for a chiller that was not a magnetic bearing chiller.
- The solicitation documents required each bidder to list on its bid the subcontractor it intended to use to perform the work of the project requiring an electrical contractor's license. [Exhibit B]
- The solicitation did not have any other subcontractor listing requirements.
- By the deadline for receipt of bids, the Department received bids from McCarter Mechanical, Inc., Walker White, Inc., Triad Mechanical Contractors, and Cayce Company, Inc. [Exhibit C]
- Three of the bidders listed DNB Electric as their subcontractor to perform the licensed electrical work. Cayce Company listed itself for the work. [Id.]
- On August 14, 2023, Trane submitted a protest stating it provided a price to bidders for Alternate #1 and protesting that the Department was not considering acceptance of Alternate #1.
- On August 16, 2023, the Department posted a notice of intent to award a contract to McCarter Mechanical, Inc., for the base bid. [Exhibit D]
- On August 25, 2023, the seventh business day after the Department posted its notice of intent to award, Trane renewed its protest.

DISCUSSION

The South Carolina Code of Laws Section 11-35-4210(1)(b) states:

Any **actual** bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the appropriate chief procurement officer in writing of its intent to protest within seven

business days of the date that award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code. Any **actual** bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the appropriate chief procurement officer of its intent to protest, may protest to the appropriate chief procurement officer in the manner stated in subsection (2) within fifteen days of the date award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code; except that a matter that could have been raised pursuant to subitem (a) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

[emphasis supplied]

Trane did not submit a bid to the Department and is not an actual bidder or offeror.

There has been some question as to what an actual “contractor or subcontractor” means within the context of SC Code Ann §11-35-4210(1)(b). The Procurement Code elsewhere defines a contractor as a person who has a contract with a governmental body. SC Code Ann §11-35-310(10). Using this definition and in the context of this matter, a contractor is a person holding a contract with the Department for the work required by the solicitation. Trane is not a contractor by this definition. The Procurement Code defines a subcontractor as a person who has a “contract to perform work or render service to a prime contractor as part of the prime contractor’s agreement with a governmental body.” SC Code Ann §11-35-310(32). Trane is not an actual subcontractor under this definition. However, the Procurement Review Panel has declined to strictly apply the Procurement Code’s definition of subcontractor in the context of a protest, finding that an actual subcontractor is a person identified as a subcontractor in an actual bid or offer. *In Re: Appeal by Palmetto Traffic Group, LLC*, Panel Case No. 2014-3(II). None of the bidders identified Trane as a subcontractor on their bid; therefore, Trane is not an actual subcontractor under this definition either. [Exhibit B and C]

Trane is not an “actual bidder, offeror, contractor, or subcontractor,” and therefore lacks standing to protest. However, even if Trane did have standing as a potential supplier to protest an intended award, Trane does not allege any violation of the Procurement Code or any other applicable state law or regulation, or challenge the requirements of the solicitation. Therefore, Trane’s protest fails to state a claim for which relief may be granted.

DECISION

For the reasons stated above, the protest of Trane is dismissed.



John St. C. White
Chief Procurement Officer

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.



Exhibit A

08/14/2023

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

Re: D50-6104-LC Chiller # 3 Solicitation

To Whom It May Concern,

I'm writing this letter to protest the bid award for the above referenced project which bid on 08/09/2023.

The above referenced project included the replacement of an existing Trane Chiller, which has been in service since 1978 (45 years) at this location with a new chiller and associated pumps. The Base Bid portion of the project included a magnetic bearing centrifugal water chiller. Alternate # 1 included a "Traditional bearing type Centrifugal Chiller in lieu of Mag Bearing Centrifugal."

We provided a price for the Alternate 1 chiller to the bidders. We understand that a deduct for Alternate #1 was submitted in the amount of \$84,627 and we understand it is not being considered. The chiller submitted as an alternate represents a significant upfront and lifecycle savings to the state and is better in efficiency to the base bid chiller specified.

On behalf of Trane and the taxpayers of South Carolina we'd like to request that, given the price difference and better energy efficiency, the decision-making criteria be provided for moving forward with a more expensive and less efficient solution. If there are concerns about the Trane chiller being proposed, we'd like to request an opportunity to discuss those concerns with the decision makers for this contract.

Please do not hesitate to contact us if you have any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Geoffrey Hankins".

Geoffrey Hankins, P.E.
Area General Manager
Trane – Columbia, SC
Mobile: (803) 413-5338
Email: geoff.hankins@trane.com

SE-330

LUMP SUM BID FORM

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

BID SUBMITTED BY: McCarter Mechanical, Inc.

(Bidder's Name)

BID SUBMITTED TO: SC Dept. of Admin. - Division of Facilities Management & Property Services

(Agency's Name)

FOR: PROJECT NAME: Chiller #3

PROJECT NUMBER: D50-6104-LC

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):* _____

\$ 1,576,039.00, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

SE-330

LUMP SUM BID FORM

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

§ 6.2 **BID ALTERNATES** as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description): Traditional bearing type Centrifugal Chiller in Lieu of Mag Bearing Centrifugal Chiller

☐ ADD TO or ☒ DEDUCT FROM BASE BID: \$ 84,1027.00

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 UNIT PRICES:

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** prior to including in the Contract.

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
1.	_____	_____	\$ _____	\$ _____
2.	_____	_____	\$ _____	\$ _____
3.	_____	_____	\$ _____	\$ _____
4.	_____	_____	\$ _____	\$ _____
5.	_____	_____	\$ _____	\$ _____
6.	_____	_____	\$ _____	\$ _____

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 (Completed by Agency)	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION (Completed by Agency)	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR (Required - must be completed by Bidder)	(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER (Requested, but not Required)
BASE BID			
Electrical	EL	DNB Electric	M104393
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

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform this work.
 - a. **Columns A & B:** The Agency fills out these columns to identify the subcontractor license classification / subclassification and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor license classification/subclassification is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at:
<https://llr.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf>. If the Agency has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.
 - b. **Columns C and D:** In these columns, the Bidder identifies the subcontractors it will use for the work of each license listed by the Agency in Columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina contractor's license that includes the license classification and/or subclassification identified by the Agency in Columns A & B. The subcontractor license must also be within the appropriate license group for the work. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed subcontractor classification or subclassification and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert itself in the space provided.
5. **Use of Multiple Subcontractors:**
 - a. If Bidder intends to use multiple subcontractors to perform the work of a single license classification/subclassification, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "and". If Bidder intends to use both his own employees to perform a part of the work of a single license classification/subclassification and to use one or more subcontractors to perform the remaining work, Bidder must insert itself and each subcontractor, preferably separating them with the word "and". Bidder must use each entity listed for the work of a single license classification/subclassification in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a license classification/subclassification in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single listing, Bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "and" between the names of each entity listed. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor listed in Columns A & B will render the Bid non-responsive.

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 90 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 \$ 250 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):** M-106171 G-109538**Classification(s) & Limits:** AC5,HT5,PB5,2P5,WL5,IR5 SF5 UNLIMITED**Subclassification(s) & Limits:** _____

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: McCarter Mechanical, Inc.**ADDRESS:** 685 John Dodd RdSpartanburg, SC 29303**TELEPHONE:** 864-599-7883**EMAIL:** willt@mccartermechanical.com**SIGNATURE:** Will Thompson**DATE:** 8/9/23**PRINT NAME:** Will Thompson**TITLE:** Project Manager

Bond No.: Bid Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McCarter Mechanical, Inc.
685 John Dodd Road
Spartanburg, SC 29303

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
PO Box 73809
Cedar Rapids, IA 52407

Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

South Carolina Department of Administration
925 Main Street
Columbia, SC 29201

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

PROJECT:

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

DOA Chiller No. 3 D50-6104-LC

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 9th day of August, 2023

Bailey B. B. B.
(Witness)

McCarter Mechanical, Inc.

(Principal)

(Seal)

Scott McCarter
(Title) President

United Fire & Casualty Company

(Surety)

(Seal)

Lacey L Hampton
(Title) Lacey L Hampton Attorney-in-Fact

Lauren Brasher
(Witness)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

LAUREN P. BRASHIER, JUSTIN BENJAMIN, JESSICA MISHOE, LACEY L. HAMPTON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of June, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

16th day of June, 2022

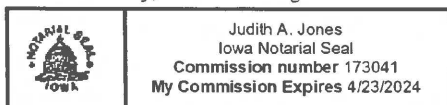


State of Iowa, County of Linn, ss:

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President

On 16th day of June, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 9th day of August, 2023.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

SE-330**LUMP SUM BID FORM**

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

BID SUBMITTED BY: Walker White, Inc.
(Bidder's Name)

BID SUBMITTED TO: SC Dept. of Admin. - Division of Facilities Management & Property Services
(Agency's Name)

FOR: PROJECT NAME: Chiller #3
PROJECT NUMBER: D50-6104-LC

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): _____

\$ 1,613,465.00, which sum is hereafter called the Base Bid.
(Bidder to insert Base Bid Amount on line above)

SE-330**LUMP SUM BID FORM**

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

§ 6.2 BID ALTERNATES as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description): Traditional bearing type Centrifugal Chiller in Lieu of Mag Bearing Centrifugal Chiller

☐ ADD TO or ☒ DEDUCT FROM BASE BID: \$ 82,582.00

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description): N/A

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ N/A

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description): N/A

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ N/A

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 UNIT PRICES:

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** prior to including in the Contract.

<u>No.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>	<u></u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>2.</u>	<u></u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>3.</u>	<u></u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>4.</u>	<u></u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>5.</u>	<u></u>	<u></u>	<u>\$</u>	<u>\$</u>
<u>6.</u>	<u></u>	<u></u>	<u>\$</u>	<u>\$</u>

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			
Electrical	EL	DNB Electric, Inc.	M104393
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

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform this work.
 - a. **Columns A & B:** The Agency fills out these columns to identify the subcontractor license classification / subclassification and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor license classification/subclassification is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at:
<https://lir.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf>. If the Agency has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.
 - b. **Columns C and D:** In these columns, the Bidder identifies the subcontractors it will use for the work of each license listed by the Agency in Columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina contractor's license that includes the license classification and/or subclassification identified by the Agency in Columns A & B. The subcontractor license must also be within the appropriate license group for the work. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed subcontractor classification or subclassification and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert itself in the space provided.
5. **Use of Multiple Subcontractors:**
 - a. If Bidder intends to use multiple subcontractors to perform the work of a single license classification/subclassification, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "and". If Bidder intends to use both his own employees to perform a part of the work of a single license classification/subclassification and to use one or more subcontractors to perform the remaining work, Bidder must insert itself and each subcontractor, preferably separating them with the word "and". Bidder must use each entity listed for the work of a single license classification/subclassification in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a license classification/subclassification in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single listing, Bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "and" between the names of each entity listed. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor listed in Columns A & B will render the Bid non-responsive.

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 90 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 \$ 250 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

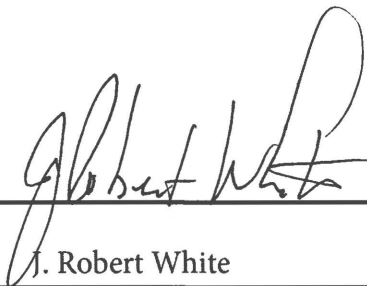
By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, referenced in the Bidding Documents.

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):** G13715, M2724**Classification(s) & Limits:** WL5,BT5,HI5,IR5,MS5,SS5,BL5,BD5,AC5,HT5,PB5,PK5,2P5**Subclassification(s) & Limits:** _____

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: Walker White, Inc.**ADDRESS:** 7402 Fairfield RoadColumbia, SC 29203**TELEPHONE:** (803) 691-0918**EMAIL:** estimating@walker-white.com**SIGNATURE:** _____**DATE:** 8/9/2023**PRINT NAME:** J. Robert White**TITLE:** President/CFO

BID BOND

Great American Insurance Company
301 E. 4th Street, Cincinnati, OH 45202

CONTRACTOR:

(Name, legal status and address)

Walker White, Inc.
7402 Fairfield Road
Columbia, SC 29203

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

OWNER:

(Name, legal status and address)

South Carolina Department of Administration/Division of Facilities Management and Property Services
921 Main Street
Columbia, SC 29201

BOND AMOUNT: Five Percent of Bid Amount (5%)

PROJECT:

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

Chiller No. 3 - Project Number: D50-6104-LC

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 9th day of August, 2023.

Robert R. Ruler
(Witness)

Buck Leigh
(Witness)

Walker White, Inc.

Robert White
(Principal) (Seal)

Pres.
(Title)

Great American Insurance Company

J. M. Albus
(Surety) Thomas M. Albus (Seal)

Attorney-in-Fact
(Title)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 17909

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
THOMAS M. ALBUS	ALL OF	ALL
JEANNIE A. ALBUS	LEXINGTON, SOUTH CAROLINA	\$100,000,000
BUCK LEIGH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of MAY, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 1ST day of MAY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

9th

day of

August

, 2023



Stephen C. Beraha

Assistant Secretary

SE-330**LUMP SUM BID FORM***Bidders shall submit bids on only Bid Form SE-330.***BID SUBMITTED BY:** Triad Mechanical Contractors*(Bidder's Name)***BID SUBMITTED TO:** SC Dept. of Admin. - Division of Facilities Management & Property Services*(Agency's Name)***FOR: PROJECT NAME:** Chiller #3**PROJECT NUMBER:** D50-6104-LC**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): _____

\$ 1,778,617.00, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

SE-330**LUMP SUM BID FORM**

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

§ 6.2 **BID ALTERNATES** as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description): Traditional bearing type Centrifugal Chiller in Lieu of Mag Bearing Centrifugal Chiller

☐ ADD TO or ☒ DEDUCT FROM BASE BID: \$ 80,000.00

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 **UNIT PRICES:**

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** prior to including in the Contract.

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
1.	_____	_____	\$ _____	\$ _____
2.	_____	_____	\$ _____	\$ _____
3.	_____	_____	\$ _____	\$ _____
4.	_____	_____	\$ _____	\$ _____
5.	_____	_____	\$ _____	\$ _____
6.	_____	_____	\$ _____	\$ _____

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			
Electrical	EL	DNB Electrical	M104393
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

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform this work.
 - a. **Columns A & B:** The Agency fills out these columns to identify the subcontractor license classification / subclassification and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor license classification/subclassification is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at:
<https://llr.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf>. If the Agency has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.
 - b. **Columns C and D:** In these columns, the Bidder identifies the subcontractors it will use for the work of each license listed by the Agency in Columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina contractor's license that includes the license classification and/or subclassification identified by the Agency in Columns A & B. The subcontractor license must also be within the appropriate license group for the work. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsible.
4. **Use of Own forces:** If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed subcontractor classification or subclassification and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert itself in the space provided.
5. **Use of Multiple Subcontractors:**
 - a. If Bidder intends to use multiple subcontractors to perform the work of a single license classification/subclassification, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "and". If Bidder intends to use both his own employees to perform a part of the work of a single license classification/subclassification and to use one or more subcontractors to perform the remaining work, Bidder must insert itself and each subcontractor, preferably separating them with the word "and". Bidder must use each entity listed for the work of a single license classification/subclassification in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a license classification/subclassification in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single listing, Bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "and" between the names of each entity listed. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor listed in Columns A & B will render the Bid non-responsive.

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 90 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 \$ 250 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: N/A

SIGNATURE AND TITLE: _____

SE-330
LUMP SUM BID FORM**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**SC Contractor's License Number(s): M2377 (Mech) G13019 (GC)Classification(s) & Limits: AC5, HT5, PB5, 2P5, BL5, WL5, IR5, BD5 Unlimited

Subclassification(s) & Limits: _____

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: Triad Mechanical Contractors, Inc.ADDRESS: PO Box 31518Charleston, SC 29417TELEPHONE: 843-556-5636EMAIL: Andrew@triadmc.com

SIGNATURE: _____

DATE: 8/9/23PRINT NAME: Andrew LandgrebeTITLE: Vice President

AIA[®] Document A310TM – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Triad Mechanical Contractors, Inc.
Post Office Box 31518
Charleston, SC 29417

SURETY:

(Name, legal status and principal place of business)
Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311

OWNER:

(Name, legal status and address)
S.C. Department of Administration, Division of Facilities Management & Property Services
921 Main Street
Columbia, SC 29201

BOND AMOUNT: Five percent (5%) of the attached bid***

PROJECT:

(Name, location or address, and Project number, if any)
FM Energy Facility Chiller No 3

Project Number, if any:
D50-6404-LC

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


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

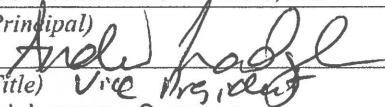
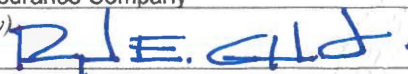
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 9th day of August, 2023

(Witness)

(Witness) C. Wayne McCartha

Triad Mechanical Contractors, Inc.
(Principal)  (Seal)
(Title) Vice President
Arch Insurance Company
(Surety)  (Seal)
(Title) Raymond E. Cobb, Jr., Attorney-in-Fact

Init.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

C. Wayne McCartha, M. Kathryn McCartha-Powers and Raymond E. Cobb, Jr. of Irmo, SC (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

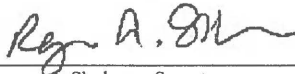
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

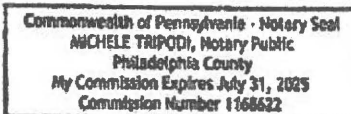
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of January, 2023.

Attested and Certified



Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



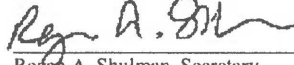
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 12, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 9th day of August, 20 23.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

SE-330**LUMP SUM BID FORM***Bidders shall submit bids on only Bid Form SE-330.***BID SUBMITTED BY:** Cayce Company, Inc.*(Bidder's Name)***BID SUBMITTED TO:** SC Dept. of Admin. - Division of Facilities Management & Property Services*(Agency's Name)***FOR: PROJECT NAME:** Chiller #3**PROJECT NUMBER:** D50-6104-LC**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):* _____

\$ 1,813,700.⁰⁰, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

SE-330

LUMP SUM BID FORM

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

§ 6.2 BID ALTERNATES as indicated in the Bidding Documents and generally described as follows:

ALTERNATE # 1 (Brief Description): Traditional bearing type Centrifugal Chiller in Lieu of Mag Bearing Centrifugal Chiller

☐ ADD TO or ☒ DEDUCT FROM BASE BID: \$ 80,000.00

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 2 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

ALTERNATE # 3 (Brief Description): _____

☐ ADD TO or ☐ DEDUCT FROM BASE BID: \$ _____

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 UNIT PRICES:

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 prior to including in the Contract.

No.	ITEM	UNIT OF MEASURE	ADD	DEDUCT
1.	_____	_____	\$ _____	\$ _____
2.	_____	_____	\$ _____	\$ _____
3.	_____	_____	\$ _____	\$ _____
4.	_____	_____	\$ _____	\$ _____
5.	_____	_____	\$ _____	\$ _____
6.	_____	_____	\$ _____	\$ _____

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 (Completed by Agency)	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION (Completed by Agency)	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR (Required - must be completed by Bidder)	(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER (Requested, but not Required)
BASE BID			
Electrical	EL	Cayce Company, Inc.	M-2378
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

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform this work.
 - a. **Columns A & B:** The Agency fills out these columns to identify the subcontractor license classification / subclassification and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor license classification/subclassification is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at:
<https://llr.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf>. If the Agency has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.
 - b. **Columns C and D:** In these columns, the Bidder identifies the subcontractors it will use for the work of each license listed by the Agency in Columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina contractor's license that includes the license classification and/or subclassification identified by the Agency in Columns A & B. The subcontractor license must also be within the appropriate license group for the work. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed subcontractor classification or subclassification and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert itself in the space provided.
5. **Use of Multiple Subcontractors:**
 - a. If Bidder intends to use multiple subcontractors to perform the work of a single license classification/subclassification, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "and". If Bidder intends to use both his own employees to perform a part of the work of a single license classification/subclassification and to use one or more subcontractors to perform the remaining work, Bidder must insert itself and each subcontractor, preferably separating them with the word "and". Bidder must use each entity listed for the work of a single license classification/subclassification in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a license classification/subclassification in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single listing, Bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "and" between the names of each entity listed. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor listed in Columns A & B will render the Bid non-responsive.

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 90 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 \$ 250 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: See Attached
 SIGNATURE AND TITLE: N/A

**SE-330
LUMP SUM BID FORM****CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**SC Contractor's License Number(s): M-2378Classification(s) & Limits: AC5, HT5, EL5, and PB5, & UnlimitedSubclassification(s) & Limits: N/A

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: Cayce Company, Inc.ADDRESS: 2710 S. Irby St.Florence, SC 29505TELEPHONE: (843) 669-1816EMAIL: ronniedouglas@caycecompany.comSIGNATURE:  DATE: 08/09/23PRINT NAME: Ronald DouglasTITLE: Vice President



GREAT AMERICAN INSURANCE COMPANY

OHIO

BID BOND

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

CONTRACTOR:

(Name, legal status and address)

Cayce Company, Inc.

PO Box 3639

Florence, SC 29502

SURETY:

(Name, legal status and principal place of business):

Great American Insurance Company

301 E. Fourth Street

Cincinnati, Ohio 45202

OWNER:

(Name, legal status and address)

S.C. Department of Administration-Division
of Facilities Management & Property Services

921 Main Street

Columbia, SC 29201

BOND AMOUNT: \$ 5% of Amount Bid

PROJECT:

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

Chiller No. 3

FM Energy Facility

Project No. D50-6104-LC

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.

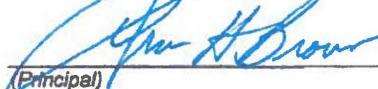
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements 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 4th day of August, 2023.


(Witness)


(Witness)

CAYCE COMPANY, INC.

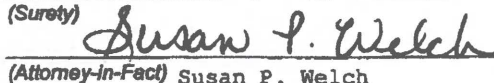

(Principal)

Lynn H. Brown

(Title) Sec/Treas

GREAT AMERICAN INSURANCE COMPANY

(Surety)


(Attorney-in-Fact) Susan P. Welch

(Seal)

(Seal)



Surety Bond Seal Addendum

Great American Insurance Company

During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By Stephen C. Beraha

Stephen C. Beraha, Assistant Vice President

CERTIFIED BID TABULATION

Exhibit C

South Carolina Department of Administration – Division of Facilities Management and Property Services


Provided for INFORMATION ONLY. This is not an indication of contract and/or PO award.

NAME:	Chiller #3
STATE PROJECT NO:	D50-6104-LC
BID DATE & TIME	Wednesday, August 9 th , 2023 @ 2:00 P.M.
BID OPENING LOCATION:	915 Main Street, Rm. 225, Columbia, SC 29201

BIDDER (Name as it appears on the Bid Form)	SUBCONTRACTOR LISTED (Name as it appears on the Bid Form)	BID BOND (Y or N)	Addendum #1 Acknowledged (Y or N)	BASE BID	ALTERNATE
McCarter Mechanical , Inc.	DNB Electric	Y	Y	\$1,576,039.00	-\$84,627.00
Walker White, Inc.	DNB Electric	Y	Y	\$1,613,465.00	-\$82,582.00
Triad Mechanical Contractors	DNB Electric	Y	Y	\$1,778,617.00	-\$80,000.00
Cayce Company, Inc.	Cayce Company, Inc.	Y	Y	\$1,813,700.00	-\$80,000.00

Notes: _____

I hereby certify this bid tabulation is a true and accurate representation.



Alfredo Toral, Project Manager (Procurement Officer)



Jeff Bernagozzi, P.E., Director of Engineering (Witness, GMK Associates)

SE-370

NOTICE OF INTENT TO AWARD - DESIGN-BID-BUILD CONTRACT**AGENCY:** Department of Administration - Division of Facilities Management and Property Services**PROJECT NAME:** Chiller No 3**PROJECT NUMBER:** D50-6104-LC**POSTING DATE:** 08/16/2023**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: McCarter Mechanical, Inc.**DATE BIDS WERE OPENED:** 08/09/2023**BID INFORMATION:****BASE BID AMOUNT:** \$1,576,039.00**ALTERNATES: #1 ACCEPTED** ☐ (\$84,627.00)**#2 ACCEPTED** ☐ \$0.00**#3 ACCEPTED** ☐ \$0.00**TOTAL BID AMOUNT:** \$1,576,039.00**TOTAL CONTRACT AWARD:** \$1,576,039.00*(If the Total Contract Award is different from the Total Bid Amount, explain any negotiations that resulted in the change.)*N/A**REMARKS:** *(If "No Contract to be Awarded" was entered above, indicate the reason.)*N/A

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.

BY: Alfredo Toral **TITLE:** Project Manager **DATE:** 08/16/2023**ACKNOWLEDGED BY OSE PROJECT MANAGER:** Lyth Clark **DATE:** 08/16/2023