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EXECUTIVE DIRECTOR

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

Protest Decision

Matter of: Trident Veteran Construction, LLC
File No.: 2025-011
Posting Date: February 25, 2025
Contracting Entity: University of South Carolina
Project No.: H27-Z481/50003519-2
Description: WFC Natatorium Mechanical System Replacement

DIGEST

Protest of Intent to Award on the grounds that the University of South Carolina (USC)) erred by finding protestant non-responsible denied where USC's determination was not clearly erroneous, arbitrary, capricious, or contrary to law.

AUTHORITY

Per S.C. Code Ann. § 11-35-4210, the Chief Procurement Officer for Construction (CPOC) conducted an administrative review of a protest filed by Trident Veteran Construction, LLC (Trident) protesting USC's intent to award a contract to Triad Mechanical Contractors, Inc. (Triad) for replacement of a dehumidifier with associate piping and ducting and replacement of lighting at the WFC Natatorium (the Project). Trident's protest is attached as Exhibit A.¹ This decision is based on materials in the procurement file and applicable law and precedents.

¹ The CPOC has not included the bid tabulation and intent to award documents attached to Trident's initial protest in Exhibit A because he has included these documents as Exhibits C and E to this decision.

BACKGROUND

- On December 6, 2024, USC issued a solicitation for bids for the Project.² [Exhibit B]
- USC subsequently issued two addenda answering vendor questions and making some modifications to the solicitation.
- Part of the work of the Project requires a contractor with a mechanical contractor's license with the subclassification of Air Conditioning (AC) and part of the work requires a contractor with a mechanical contractor's license with the subclassification of Electrical (E).
- By the deadline for receipt of bids, USC received five bids. [Exhibit C]
- Trident was the low bidder.
- On January 27, 2025, determined Trident to be a nonresponsible bidder due to lack of the proper license or combination of licenses to bid the Project as a sole prime contractor under the South Carolina Code of Laws. [Exhibit D]
- On January 28, 2025, USC posted an Intent to Award a contract to Triad. [Exhibit E]
- On January 29, 2025, Trident protested USC's intended award. On February 4, 2025, Trident amended its protest.

DISCUSSION

A determination of responsibility is required by S.C. Code Ann. § 11-35-1810, which states "[r]esponsibility of the bidder or offeror shall be ascertained for each contract let by the State." The intended award of a contract must be made "to the lowest responsive and responsible" bidder. S.C. Code Ann. §11-35-1520(10).

² The solicitation documents are massive and are not attached to this decision.

A responsibility determination is a determination that the bidder has the ability to perform. *See* S.C. Code Ann. Regs. 19-445.2125(A)(1). Possession of the proper contractor’s license is an issue of responsibility. *Protest of Brantley Construction Co., Inc.*, Panel Case No. 1999-3 (where the State is investigating the bidder’s ability to perform it is deciding an issue of responsibility); *Protest of Roofco, Inc.*, Panel Case No. 2000-14(I) (“the lack of a proper license to do the work solicited in a state contract will always render a bidder nonresponsible.”); see also S.C. Code Ann. § 40-11-200(B) (“It is a violation of this chapter for an awarding authority ... to consider a bid ... unless the bidder has first obtained the licenses required by this chapter. Bids or contracts submitted by contractors may not be reconsidered or resubmitted to an awarding authority ... if the contractor was not properly licensed at the time the initial bid or contract was submitted.”).

A procurement officer’s determination of nonresponsibility is final and conclusive unless it is “clearly erroneous, arbitrary, capricious, or contrary to law.” S.C. Code Ann. § 11-35-2410(A). To prevail, the protestant must prove upon a preponderance of the evidence that the nonresponsibility determination is clearly erroneous, arbitrary, capricious, or contrary to law. *Protest of Brantley Construction Co., Inc.*, Panel Case No. 1999-3. Where USC’s decision has a rational basis in law and fact, the CPOC will not substitute his opinion for that of USC’s.

Trident bid the Project as a sole prime contractor.³ Section 40-11-350 sets forth the necessary qualifications to bid as a sole prime contractor stating:

An entity licensed under the classifications or subclassifications in Sections 40-11-410(1), (2), or (3) may act as a sole prime contractor on a project if forty percent or more of the work as measured by the total cost of construction falls under one or more of the licensee's license classifications or subclassifications. An entity licensed under the classifications or subclassifications in Section 40-11-410(4) and (5) may act as sole prime contractor if fifty-one percent or more of the work falls under one or more of the licensee's license classifications or subclassifications.

This is a mechanical project and both the EL and AC subclassification are addressed in Section 40-11-410(5). The classifications and subclassifications in Sections 40-11-410(1), (2), (3) or (4)

³ South Carolina’s licensing laws define a “prime contractor” as “an entity that contracts directly with an owner to perform general or mechanical construction.” Section 40-11-20(20). A “sole prime contractor” is “the prime contractor for a project on which there is only one prime contractor.” Section 40-11-20(24).

are not relevant. Put another way, to bid this project as a sole prime contractor, fifty-one percent or more of the work must fall under one or more of the bidder's license classifications or subclassifications.

The record shows that after bid opening USC received an email from one of the bidders questioning the licensure of other bidders. [Exhibit F] Thereafter, USC emailed the engineer of record (A/E) for the Project asking for “confirmation of the licensure subclassifications required” to bid the project as a sole prime contractor. [Exhibit G]

The A/E responded:

In our opinion based on our Opinion of probable cost **dated 8/26/24**, The project requires an AC licensure to be prime per the requirement of the project to be 51% of the project cost related to the HVAC scope. Per our estimate the HVAC scope exceeds the required 51% of the total project value.

[Exhibit H] [emphasis supplied]

Trident has a mechanical contractor’s license with the EL subclassification but lacks an AC subclassification.⁴ [Exhibit I] Therefore, based on the A/E’s opinion and estimate, USC declared Trident to be a nonresponsible bidder.

In its protest, Trident submitted evidence to support its contention that 51% of the work of the Project fell within its EL license.⁵ However, the question before the CPOC is whether USC’s reliance on the A/E Project estimate was reasonable and rational? The CPOC finds that it was.

Other than the language quoted from Section 40-11-340 above, the definition of “total cost of construction” in Section 40-11-20(26), and the description of the work covered by each license in Section 40-11-410, the licensing laws provided little guidance to a project owner on how to determine if a contractor possess the proper license classification and subclassifications to bid as a sole prime contractor. Yet, the law places an obligation on the Project owner to do just that

⁴ Trident also has a Plumbing (PL) and a general contractor’s license with two classifications or subclassifications, Building (BD) and Public Utility Water and Sewer Lines (WL). However, these license classifications and subclassifications are irrelevant to this matter.

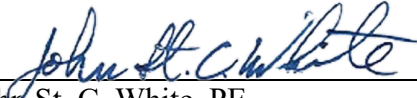
⁵ One other bidder possessed an EL license but lacked an AC license. USC also declared that bidder nonresponsible. The remaining three bidders possessed an AC license but lacked an EL license.

before making an award. S.C. Code § 40-11-200B. One logical and rational way to make this determination is to use the Project A/E's estimate provided the estimate was prepared before bid opening. This is what USC did. Further, as responsibility determinations are matters of business judgment, and agencies "must bear the brunt of difficulties experienced in obtaining the required performance," procurement officers have broad discretion in making these determinations.

Appeal by SGA | Narmour Wright Design, Panel Case No. 2022-2. Under these circumstances the CPOC finds that reliance on the project A/E's estimate is a reasonable and rational basis for making a responsibility determination. *See Appeal by Cannon Const. Co.*, Panel Case No. 2012-4 (finding project architect's estimate on total cost of construction may warrant further investigation by the CPO).

DECISION

For the forgoing reasons, protest denied.



John St. C. White, PE
Chief Procurement Officer for Construction

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised July 2024)

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 2024 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 CSGs, 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

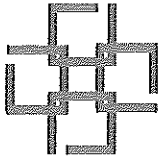
My Commission expires: _____

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.



MULLEN WYLIE SC
ATTORNEYS

Exhibit A

February 4, 2025

4717 Jenn Drive
Second Floor (29577)

P.O. Box 1980
Myrtle Beach, SC 29578

Phone: (843) 449-4800

Fax: (843) 497-0449

George E. Mullen
(gmullen@mullenwylie.com)

Robert L. Wylie, IV
(rwylie@mullenwylie.com)

Amy W. Wates
(awates@mullenwylie.com)

James L. Hills, Jr.
(jhills@mullenwylie.com)

Alicia E. Thompson
(aethompson@mullenwylie.com)

VIA EMAIL: protest-ose@mimo.sc.gov

Chief Procurement Officer
Office of the State Engineer
c/o John White
1201 Main St., Suite 600
Columbia, SC 29201

Re: *WFC Natatorium Mechanical System Replacement – H27-Z481/50003519-2*

Mr. White:

This firm represents Trident Veteran Construction (“Trident Veteran”). Please accept this letter as a formal protest of the Notice of Award posted on January 28, 2025. The basis of this protest is the Determination of Nonresponsibility dated January 28, 2025 and subsequent Notice of Intent to Award to Triad Mechanical Contractors.

On January 14, 2025, Trident Veteran submitted a Bid of \$1,169,290.00 using the SE-330 Lump Sum Bid Form provided within GMK Associates, Inc.’s Invitation to Bid dated September 20, 2024. (See attached Bid labeled as Exhibit “A”.) On January 28, 2025, Trident Veteran received an MMO105 from Procurement Manager, Aimee B. Rish. The email states “Please see the attached MMO105 form reflecting the non-responsibility status.” No explanation is provided as to how it was determined that Trident Veteran was Non-Responsible. After reviewing the MMO105, Trident Veteran spoke to Jeff Bernagozzi and was told that the lack of AC classification was the reason Trident Veteran was determined to be non-responsible. Mr. Bernagozzi followed up with the attached email. (Exhibit “B”).

Trident Veteran Construction is an unlimited mechanical contractor with EL5 and PB5 classifications. S.C. Code §40-11-300 states in part “The total cost of construction must be used to determine the appropriate license group for a project.” S.C. Code §40-11-20(26) states “Total cost of construction means the actual cost incurred by the owner, all contractors, subcontractors, and other parties for labor, material, equipment, profit, and incidental expenses for the entire project.” As evidenced by Trident Veteran’s bid, the total cost of construction for this Project is \$1,169,290.00. S.C. Code 40-11-340 states in relevant part “An entity licensed under the classifications or subclassifications in Section 40-11-410(4) and (5) may act as sole prime contractor if fifty-one percent or more of the work falls under one or more of the licensee’s license classifications or subclassifications.”

Here, Trident Veteran received a bid from Smith & Associates, Inc. to perform the Air Conditioning work at the Project totaling \$487,000.00. The remaining work required by the bid documents (\$682,290.00 or 58% of the total cost of construction) is to be performed under Trident Veteran's unlimited mechanical license EL and PB classifications.

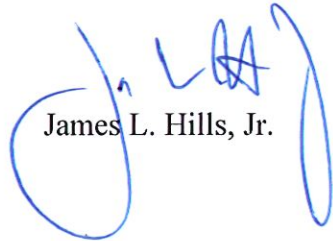
Mr. Bernagozzi represented to Trident Veteran that GMK had prepared an estimate prior to the Invitation to Bid for the University to use as a guide post. Under this estimate, he explained that the prime contractor would need an AC classification to act as Prime Contractor. Understandably, this document was not provided to Trident Veteran or included in the Bid Documents. Further, the Bid Documents does not include a requirement of an AC classification. Page BF-2 of the SE-330 §7 clearly states "NO SUBCONTRACTOR LISTING REQUIRED". As such, Trident Veteran did not list it's HVAC subcontractor, Smith & Associates, Inc. CL#M-97349 AC-5.

I respectfully request that you overturn its Determination of Nonresponsibility and award the contract to Trident Veteran pursuant to the South Carolina Procurement Code.

To the extent that you have any further questions, feel free to contact me.

Sincerely,

MULLEN WYLIE SC, LLC



James L. Hills, Jr.

From: Jeff Bernagozzi <JBernagozzi@gmka.com>
Sent: Tuesday, January 28, 2025 10:24 AM
To: Andrew Evans <aevans@tridentveteran.com>
Cc: Ryan Hardy <rhardy@tridentveteran.com>; Rish, Aimee <ARISH@fmc.sc.edu>
Subject: FW: Tip of the Day - Cost Estimates and Bidding Within Your License

Andrew,

Also see this email that Phil Gerald sent 2 weeks ago regarding this exact topic



Jeff Bernagozzi, P.E., Dir. Of Engineering
1201 Main Street, Suite 2100, Columbia, SC 29201
O: 803.256-0000 | **C:** 803.467-7419 | **W:** www.gmka.com

From: Gerald, Phil <pgerald@mmo.sc.gov>
Sent: Thursday, January 16, 2025 10:12 AM

To: Phil Gerald <philgerald@comcast.net>

Subject: Tip of the Day - Cost Estimates and Bidding Within Your License

Why do we need an estimate from the A/E during design, and how important is the estimate from the A/E?

1. every contract that OSE uses contains the requirement for a cost estimate to be provided at every submittal. If the estimate is not provided with the submittal, OSE will probably not review the drawings until it is received.
2. before the A/E began to design, the Agency told them the amount of the funds that could be used for construction (A/E's, if the agency did not give you that number, STOP and get it in writing).
3. with a cost estimate being provided at each submittal, the agency can determine if they are on budget before the design gets too far. And, if the design is getting over budget, the agency needs to take immediate steps (and meetings) to change the direction of the design before the next phase of design starts. (Food for thought: if you're a million over the budget on a \$30 million project, deleting a few water fountains is foolish. Where can the design be modified to quickly reach a million in savings?)
4. during the responsibility determination after bidding, the cost estimate may be used to determine if a listed subcontractor is bidding within their license. For example, a GC might purchase equipment for a subcontractor, and think just the labor cost keeps the subcontractor within the limitations of its license.

From a recent protest Decision: "When determining whether a subcontractor is offering to work within the limitations of its license group, a state agency must ascertain the total cost of construction for the work in question, S.C. Code Ann. § 40-11-300(A)." The agency would make the determination **by referring to the latest A/E cost estimate**. Again, from the Decision: "'Total cost of construction' means the actual cost incurred by the owner, all contractors, subcontractors, and other parties for labor, material, equipment, profit, and incidental expenses for the entire project, S.C. Code Ann. § 11-40- 20(23). In this case, the total cost of construction for the electrical work is the cost of all labor, material, equipment, profit, and incidental expenses necessary to perform the electric work, regardless of whether" the GC, the subcontractor, or someone else pays for it.

A Cost Estimate is necessary.

Phil Gerald

PS: My general counsel reminded me...Disclaimer: 1) this is a tool that does not take the place of the

Law or the Manual, 2) sometimes the TOD may express what "Phil would do" versus "the Manual says", 3) suggestions and questions for future TOD's are always welcome, 4) if you don't want to receive the TOD, email me and I will take your name off the list, no questions asked and no hurt feelings, 5) if you want the TOD to go to others in your organization, I will add them if you will provide the email address, and 6) let's have a little fun while we learn.

**SE-330
LUMP SUM BID FORM**

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

BID SUBMITTED BY: Trident Veteran Construction
(Bidder's Name)

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

FOR: PROJECT NAME: WFC Natatorium Mechanical System Replacement
PROJECT NUMBER: H27-Z481/50003519-2

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

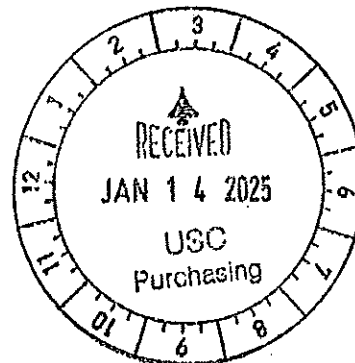
§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open 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):* Replace pool dehumidification unit and Lighting that serves the Natatorium at at the Strom Thurmond Wellness Center

\$ 1,169,290.00, 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): _____

ADD TO or DEDUCT FROM BASE BID: \$ _____

(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			
NO SUBCONTRACTOR LISTING REQUIRED			
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://lcr.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): 123640 , 116544

Classification(s) & Limits: BD5 (Unlimited), WL5, EL5, PB5

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: Trident Veteran Construction

ADDRESS: 701 Nora Lane

Mt Pleasant, SC 29464

TELEPHONE: 864-314-5529

EMAIL: Aevans@Tridentveteran.com

SIGNATURE: 

DATE: 1/14/25

PRINT NAME: Andrew Evans

TITLE: Member

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Trident Veteran Construction, LLC
701 Nora Lane
Mt. Pleasant, SC 29117

SURETY:

(Name, legal status and principal place of business)
American Southern Insurance Company
365 Northridge Road, Suite 250
Atlanta, GA 30350

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

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

PROJECT:

(Name, location or address, and Project number, if any)
WFC Natatorium Mechanical System Replacement
1000 Blossom St., Columbia, SC 29201

Project Number, if any:
H27-Z481/50003519-2

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.

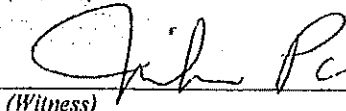
Signed and sealed this 14th day of January, 2025

Trident Veteran Construction, LLC

(Principal)

(Seal)

(Witness)



(Witness)

(Title)

American Southern Insurance Company

(Surety)

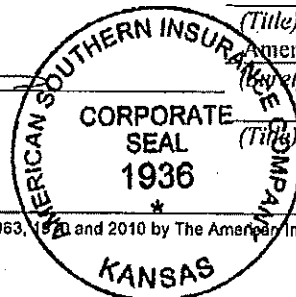
(Seal)

CORPORATE
SEAL
1936

(Title)

Stefan E. Tauger

, Attorney In Fact



AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 28th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

By: Melanie A. Coppola
Melanie A. Coppola, Secretary



American Southern Insurance Company

By: Scott G. Thompson
Scott G. Thompson, President

STATE OF GEORGIA

SS:

COUNTY OF FULTON

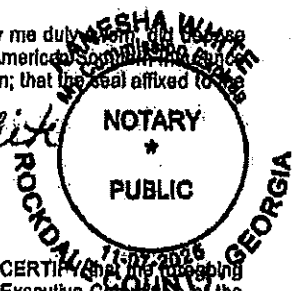
On this 22nd day of June 2023, before me, Kanasha White, personally came Scott G. Thompson to me known, who being by me duly sworn, did swear and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

Kanasha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 14th day of January, 2025

Robert H. Knight
Robert H. Knight, Executive Vice President

Power No. 56237

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

As of December 31, 2023

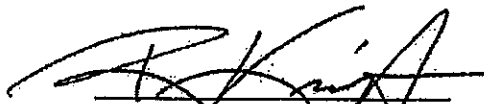
ASSETS		LIABILITIES	
Bonds	\$95,221,504	Reserve for Losses and Loss Expense	\$57,417,146
Stocks	16,680,310	Reserve for Unearned Premiums	28,756,247
Cash & Cash Equivalents	13,110,500	Reserve for Expenses, Taxes, Licenses and Fees	7,615,869
Agents Balances	16,994,858	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	5,987,490	Other Liabilities	2,127,845
		Total Liabilities	\$96,190,310
		POLICYHOLDERS'S SUPPLUS	
		Capital Stock	3,000,000
		Surplus	48,774,352
		Total Policy holders' Surplus	51,774,352
Total Assets	\$147,964,662	Total Liabilities and Policyholders' Surplus	\$147,964,662

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

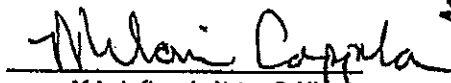
The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

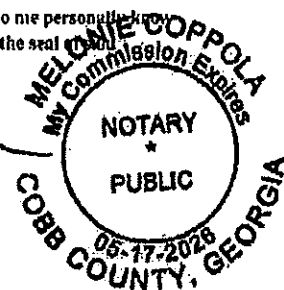

President


Chief Financial Officer

State of Georgia
County of Fulton

On the 26th day of February 2024, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of the company thereto by authority of their office.


Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026



[Print this page.](#)

Board: Commercial Contractors

TRIDENT VETERAN CONSTRUCTION LLC
701 NORA LANE
MT PLEASANT, SC 29464
(864)314-5529

License number: 116544
License type: MECHANICAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2025
First Issuance Date: 04/19/2022
Classification:
Electrical-EL5
Plumbing-PB5

Qualified By: Financial Statement
President / Owner: ANDREW EVANS

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

Supervised By
EVANS ANDREW (COM)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

[No Orders Found](#)

[Print this page](#)

Board: Commercial Contractors

TRIDENT VETERAN CONSTRUCTION LLC

701 NORA LANE
MT PLEASANT, SC 29464
(864)314-5529

License number: 123640

License type: GENERAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2026

First Issuance Date: 07/09/2021

Classification:

Building-BD5

Water & Sewer Lines-WL5

Qualified By: Financial Statement

President / Owner: ANDREW EVANS

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

Supervised By

EVANS ANDREW (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

From: [Andrew Evans](#)
To: [Protest-OSE](#)
Cc: [Jamie Hills](#); [Rish, Aimee](#); [Jeff Bernagozzi](#); [Clark, Clarissa](#); [Clark, Clarissa](#)
Subject: [External] Formal Protest - WFC Natatorium Mechanical System Replacement H27-Z481/50003519-2
Date: Wednesday, January 29, 2025 9:18:52 AM
Attachments: [Smith & Associates_20250128_142705.pdf](#)
[Bid Tab Event#250073-01.xlsx](#)
[SE-370-50003519-2_Final.pdf](#)
[MMO105_Trident Veterans.pdf](#)

Dear Mr White , please consider this email our formal protest of the award of the WFC Natatorium Mechanical System Replacement (H27-Z481/50003519-2).

We pursued this competitive bid project as an unlimited licensed electrical contractor, subcontracting the HVAC portion of the project. We were deemed Non-Responsible per Section 11-35-1810(2) of the South Carolina Consolidated Procurement Code. However, we believe we are in full compliance with the bid documents, Chapter 6 (Procurement of Design-Bid-Build Construction Contractor Competitive Sealed Bidding) of the OSE Manual (2023 ver.), and the South Carolina Code of Laws Title 40, Chapter 11.

We have attached our bid (MMO-105_Trident Veterans.pdf), SE-370 Notice of Intent to Award (SE-370-50003519-2_Final.pdf), The bid tab (Bid tab Event#250073-01.xlsx), and our HVAC subcontractor quote (Smith & Associates_20250128_142705.pdf).

Can you please look into this matter? Feel free to contact me at the below. Thank you for your time.

Andrew Evans
Trident Veteran Construction
864-314-5529

SE-330 LUMP SUM BID FORM

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

BID SUBMITTED BY: Trident Veteran Construction
(Bidder's Name)

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

FOR: PROJECT NAME: WFC Natatorium Mechanical System Replacement
PROJECT NUMBER: H27-Z481/50003519-2

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

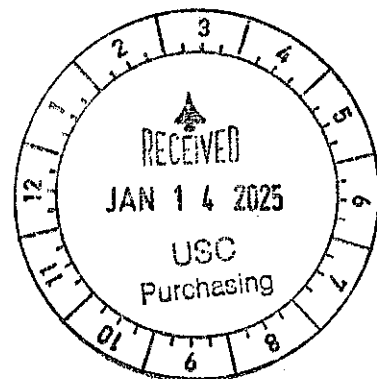
§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open 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):* Replace pool dehumidification unit and Lighting that serves the Natatorium at at the Strom Thurmond Wellness Center

\$ 1,169,290.00, 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): _____

ADD TO or DEDUCT FROM BASE BID: \$ _____

(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			
NO SUBCONTRACTOR LISTING REQUIRED			
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-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: _____

SIGNATURE AND TITLE: _____

**SE-330
LUMP SUM BID FORM**

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): 123640 , 116544

Classification(s) & Limits: BD5 (Unlimited), WL5, EL5, PB5

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: Trident Veteran Construction

ADDRESS: 701 Nora Lane

Mt Pleasant, SC 29464

TELEPHONE: 864-314-5529

EMAIL: Aevans@Tridentveteran.com

SIGNATURE: 

DATE: 1/14/25

PRINT NAME: Andrew Evans

TITLE: Member

 **AIA® Document A310™ – 2010**

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Trident Veteran Construction, LLC
701 Nora Lane
Mt. Pleasant, SC 29117

SURETY:

(Name, legal status and principal place of business)
American Southern Insurance Company
365 Northridge Road, Suite 250
Atlanta, GA 30350

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

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

PROJECT:

(Name, location or address, and Project number, if any)
WFC Natatorium Mechanical System Replacement
1000 Blossom St., Columbia, SC 29201

Project Number, if any:
H27-Z481/50003519-2

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.

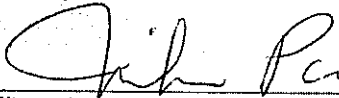
Signed and sealed this 14th day of January, 2025

Trident Veteran Construction, LLC

(Principal)

(Seal)

(Witness)



(Witness)

(Title)

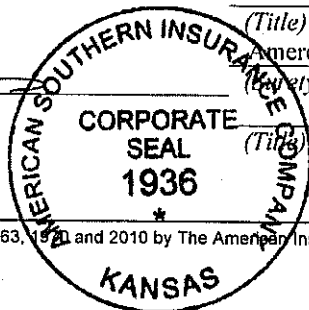
American Southern Insurance Company

(Surety)

(Seal)

(Title)

Stefan E. Tauger, Attorney In Fact



AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of June, 2023.

Attest:

American Southern Insurance Company

By: Melanie A. Coppola
Melonie A. Coppola, Secretary



By: Scott G. Thompson
Scott G. Thompson, President

STATE OF GEORGIA

SS:

COUNTY OF FULTON

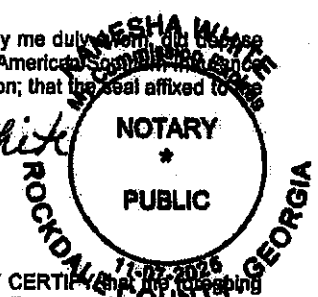
On this 22nd day of June, 2023, before me, I personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON

Kanesha White
Notary Public, State of Georgia
Qualified in Rockdale County
Commission Expires November 7, 2025



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 14th day of January, 2025.

Robert H. Knight
Robert H. Knight, Executive Vice President

Power No. 56237

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

As of December 31, 2023

ASSETS		LIABILITIES	
Bonds	\$95,221,504	Reserve for Losses and Loss Expense	\$57,417,146
Stocks	16,650,310	Reserve for Unearned Premiums	28,756,247
Cash & Cash Equivalents	13,110,500	Reserve for Expenses, Taxes, Licenses and Fees	7,615,869
Agents Balances	16,994,858	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	5,987,490	Other Liabilities	2,127,845
		Total Liabilities	\$96,190,310
		POLICYHOLDERS'S SUPLUS	
		Capital Stock	3,000,000
		Surplus	48,774,352
		Total Policy holders' Surplus	\$1,774,352
Total Assets	\$147,964,662	Total Liabilities and Policyholders' Surplus	\$147,964,662

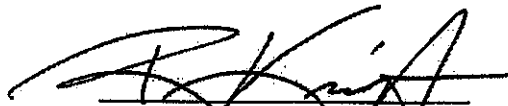
Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.



President



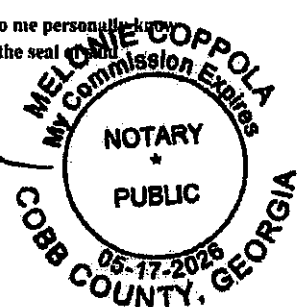
Chief Financial Officer

State of Georgia
County of Fulton

On the 26st day of February 2024, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of their company thereto by authority of their office.



Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026



Print this page

Board: Commercial Contractors

TRIDENT VETERAN CONSTRUCTION LLC
701 NORA LANE
MT PLEASANT, SC 29464
(864)314-5529

License number: 116544
License type: MECHANICAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2025
First Issuance Date: 04/19/2022
Classification:
Electrical-EL5
Plumbing-PB5

Qualified By: Financial Statement
President / Owner: ANDREW EVANS

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

Supervised By
EVANS ANDREW (COM)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

Print this page

Board: Commercial Contractors

TRIDENT VETERAN CONSTRUCTION LLC

701 NORA LANE
MT PLEASANT, SC 29464
(864)314-5529

License number: 123640

License type: GENERAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2026

First Issuance Date: 07/09/2021

Classification:

Building-BD5

Water & Sewer Lines-WL5

Qualified By: Financial Statement

President / Owner: ANDREW EVANS

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

Supervised By

EVANS ANDREW (COG)

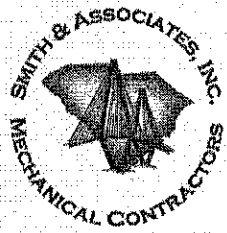
[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found



SMITH & ASSOCIATES, INC.

Mechanical Contractor
597 Myers Road, Summerville, SC 29483
Office (843)771-1730 Fax (843)771-1146 Mobile (843)200-1510
Contractor License #M-97349

CONSTRUCTION BID

To: Andrew Evans

Date: 1-14-2025

We are pleased to submit the following proposal on the project listed below:

USC WFC Natatorium Mech. System Replacement

Scope of proposal:

DIVISION – MECHANICAL

HVAC ONLY-----\$487,000.00

INCLUDED IN BID:

1. TAB
2. Seismic
3. Controls

NOT INCLUDED IN BID:

1. Cutting or patching of floors, walls or ceilings.
2. Cutting or patching of roof.
3. Fire protection.
4. Structural steel.
5. Roof work, roof cutting or flashing.
6. Concrete work of any kind including housekeeping pads.
7. Field Painting of piping, ductwork or equipment
8. Cost of Coordination drawings, if required. Coordination participation only.
9. Premium time
10. Payment and Performance Bonds are not included

GENERAL NOTES:

1. Pricing for above is based on using a contract that is agreeable with Smith & Associates, Inc. or to use Standard AIA document with any alterations approved by Smith & Associates, Inc.
2. This proposal is to be part of either contract.
3. Because of volatile market, pricing will be held for 30 days unless agreed to otherwise.

South Carolina Business Opportunities

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

Ad Category: Construction

Ad Start Date: December 6, 2024

Agency/Owner: University of South Carolina

Project Name: WFC Natatorium Mechanical System Replacement

Project Number: H27-Z481/50003519-2

Construction Cost Range: \$1,200,000-\$1,400,000

Project Location: 1000 Blossom Street; Columbia, SC 29201

Description of Project/Services:

Replace Pool Dehumidification unit and lighting that serves the Natatorium at the Strom Thurmond Wellness Center. All bids shall be submitted in accordance with hand-delivery or mail service only. Small and Minority Business participation is highly encouraged.

Bid/Submittal Due Date & Time: January 14, 2025 - 3:00pm

Number of Bid/Submittal Copies: One

Project Delivery Method: Design-Bid-Build

Agency Project Coordinator: Aimee Beth Rish

Email: ARISH@FMC.SC.EDU

Telephone: 803.777.2261.

Documents May Be Obtained From: Solicitation Opportunities on the USC Supplier Portal

Project Details: <https://supplier.ps.sc.edu>

South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201
803-737-0600 • scbo@mmo.sc.gov • <https://scbo.sc.gov> • <https://procurement.sc.gov>



Exhibit C



Project Name: WFC Natatorium Mechanical System Replacement
Project Number: H27-Z481/50003519-2
Bid Opening Date & Time: January 14, 2025@3:00PM

EVENT#240173-01

Contractor	Bid Bond	Addendum One	Base Bid
*Trident Veteran Construction	X	X	\$1,169,290.00
D&L LLC	X	X	\$1,475,711.00
*AOS Specialty Contractors, Inc.	X	X	\$1,311,502.00
Walker White, Inc.	X	X	\$1,493,005.00
Triad Mechanical Contractors	X	X	\$1,389,000.00
*Deemed Non-Responsible per Section 11-35-1810(2) of the South Carolina Consolidated Procurement Code			

Read By: Andreia Johnson, Bid Clerk

Recorded By: Kathleen Alley, Procurement Specialist

Exhibit D

JUSTIFICATION FOR DETERMINATION OF NONRESPONSIBILITY

Based upon the State's standards of responsibility, the following determination concerning bidder or offeror capability to meet the terms of the contract as described below is being made pursuant to the authority of Section 11-35-1810(2) of the South Carolina Consolidated Procurement Code.

(1) Trident Veteran Construction
701 Nora Lane
Mt. Pleasant, SC 29464

(2)
This project requires a licensure of Air Conditioning(AC)5 per the Engineer of Record Jeff Bernagozzi, P.E., Dir. Of Engineering at GMK Engineering. At the time of bid opening, Trident Veteran Construction did not hold such licensure. Per Title 40 of the SC Code of Laws(Professionals and Occupations) Section 40-11-410, An AC licensure includes the installation, replacement, alternation and repair of air conditioning equipment and systems which consists of a number of compenents necessary to produce conditioned air for environmental heating or cooling or both, within buildings.

A contractor must be properly licensed to perform the work as required by the project specifications.

Therefore, Trident Veteran Construction has been deemed as Non-Responsible.

1-27-2025

DATE

University of SC Purchasing

GOVERNMENTAL BODY

Amos B. Rei

SIGNATURE

Procurement Manager

TITLE

Notes: (1) Enter name and address of firm being considered nonresponsible.
(2) Enter determination of nonresponsibility

Distribution: Original copy retained in contract file. Carbon copy furnished to nonresponsible bidder or offeror.

SE-370

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

AGENCY: University of South Carolina

PROJECT NAME: WFC Natatorium Mechanical System Replacement

PROJECT NUMBER: H27-Z481/50003519-2

POSTING DATE: 1/28/2025

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: Triad Mechanical Contractors

DATE BIDS WERE OPENED: 01/14/2025

BID INFORMATION:

BASE BID AMOUNT: \$ 1,389,000.00

ALTERNATES: #1 ACCEPTED [] \$

#2 ACCEPTED [] \$

#3 ACCEPTED [] \$

TOTAL BID AMOUNT: \$ 1,389,000.00

TOTAL CONTRACT AWARD: \$ 1,389,000.00

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

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

Contractor should not incur any costs associated with the contract prior to receipt of a contract from the Agency for execution. Contractor should not perform any work before receipt of the Agency's written Notice to Proceed.

RIGHT TO PROTEST (SC Code § 11-35-4210)

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this contract may be entitled to protest. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided.

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

Aimee B. Rish (Handwritten Signature)

(Agency Procurement Officer Signature)

Aimee B. Rish, Procurement Manager

(Print or Type Name)

INSTRUCTIONS TO THE AGENCY:

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

Exhibit F

From: [Andrew Landgrebe](#)
To: JBernagozzi@gmka.com
Cc: [Rish, Aimee](#)
Subject: USC WFC Natatorium Mechanical System Replacement H27-Z481/50003519-2
Date: Tuesday, January 14, 2025 3:39:17 PM
Attachments: [Outlook-pitfxlw.png](#)

Jeff,

I just wanted to point out the following observation for this project that bid earlier this afternoon.

Trident Veteran Construction as well as AOS Specialty Contractors do not have and AC or HT License. Being that the project is a Mechanical Prime HVAC Replacement these contractors should be in possession of at minimum an AC license to be properly licensed to complete this project. Especially since no subcontractors were listed on the bid form.

Thanks,
Andrew

Andrew Landgrebe
Vice President Preconstruction
Triad Mechanical Contractors

P.O. Box 31518
Charleston SC, 29417
843.556.5636

3674 Old Charleston Rd
Johns Island SC, 29455
www.triadmc.com



Exhibit G

From: Rish, Aimee <ARISH@fmc.sc.edu>
Sent: Tuesday, January 14, 2025 3:51 PM
To: Jeff Bernagozzi <JBernagozzi@gmka.com>; Hargrave, Lekita <HARGRAVE@mailbox.sc.edu>; Allen Louthian <allen@aossc.org>; Benny L. McDaniel <BennyMcDaniel@gmka.com>
Cc: Golston, Candis <GOLSTONC@mailbox.sc.edu>
Subject: Request for Licensure Confirmation: WFC Natatorium Mechanical System Replacement H27-Z481/50003519-2

Good Afternoon Jeff,

I've received the bids for this project. I've not yet reviewed them.

I have an email from a bidder questioning licensure for other bidders.

Please provide me with confirmation of the licensure subclassifications required.

Thank you,

Aimee

Aimee B. Rish
Procurement Manager
1600 Hampton Street
Suite 606
Columbia, SC 29208
arish@fmc.sc.edu
803.777.2261



Exhibit H

From: [Jeff Bernagozzi](#)
To: [Rish, Aimee](#); [Hargrave, Lekita](#); [Allen Louthian](#); [Benny L. McDaniel](#)
Cc: [Golston, Candis](#); [tweiland](#)
Subject: RE: Request for Licensure Confirmation: WFC Natatorium Mechanical System Replacement H27-Z481/50003519-2
Date: Tuesday, January 14, 2025 4:27:20 PM
Attachments: [image006.png](#)
[image008.png](#)
[image009.png](#)

Aimee,

After reviewing the SC Code of laws,

In order to be prime with a BC license, the project would need to have 40% of the project cost (by the AE opinion of probable cost) be building construction such as walls, ceilings, finishes etc. which this is not.

In order to be prime with an EL classification, the Electrical portion must be 51% of the project cost (by the AE opinion of probable cost) which this is not either.

In our opinion based on our Opinion of probable cost dated 8/26/24, The project requires an AC licensure to be prime per the requirement of the project to be 51% of the project cost related to the HVAC scope. Per our estimate the HVAC scope exceeds the required 51% of the total project value.

<https://www.scstatehouse.gov/code/t40c011.php#40-11-410>

SECTION 40-11-340.Qualifications for acting as sole prime contractor.

An entity licensed under the classifications or subclassifications in Sections 40-11-410(1), (2), or (3) may act as a sole prime contractor on a project if forty percent or more of the work as measured by the total cost of construction falls under one or more of the licensee's license classifications or subclassifications. An entity licensed under the classifications or subclassifications in Section 40-11-410(4) and (5) may act as sole prime contractor if fifty-one percent or more of the work falls under one or more of the licensee's license classifications or subclassifications.

Please let me know if you have any questions.

Sincerely
Jeff



Jeff Bernagozzi, P.E., Dir. Of Engineering
1201 Main Street, Suite 2100, Columbia, SC 29201
O: 803.256-0000 | **C:** 803.467-7419 | **W:** www.gmka.com

Print this page

Board: Commercial Contractors

TRIDENT VETERAN CONSTRUCTION LLC

701 NORA LANE
MT PLEASANT, SC 29464
(864)314-5529

License number: 116544

License type: MECHANICAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2025

First Issuance Date: 04/19/2022

Classification:

Electrical-EL5

Plumbing-PB5

Qualified By: Financial Statement

President / Owner: ANDREW EVANS

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

Supervised By

[EVANS ANDREW \(CQM\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

View Orders

View Other License for this Person

No Orders Found