

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
)
)
)
)
IN THE MATTER OF: BID PROTEST)
)
ATLANTIC SEABOARD GOLF)
SERVICES, INC.)
)
v.)
)
SOUTH CAROLINA STATE)
UNIVERSITY)
)
INDEFINITE DELIVERY)
IRRIGATION & LANDSCAPING)
STATE PROJECT H24-D059-LC)
_____)

**BEFORE THE CHIEF PROCUREMENT
OFFICER FOR CONSTRUCTION**

DECISION

CASE NO. 2008 - 0015

**POSTING DATE:
JUNE 30, 2008**

This matter is before the Chief Procurement Officer for Construction (CPOC) pursuant to a request from Atlantic Seaboard Golf Services, Inc. (ASG), under the provisions of §11-35-4210 of the South Carolina Consolidated Procurement Code, for an administrative review on the bid for indefinite delivery services for irrigation and landscaping for South Carolina State University (SC State). ASG protests SC State’s solicitation and posting of Notices of Intent to Award contracts for indefinite delivery of irrigation and landscaping construction services to First Class Construction, LLC., Construction Dynamics, Inc., MSI Construction Co., Inc., Sodfather, Inc., and Boykin Contracting, Inc. [A copy of ASG’s protest is attached as Exhibit “A”]. Pursuant to S.C. Code Ann. §11-35-4210(3) (Supp. 2006), the CPOC conducted an administrative review without a hearing. This decision is based on that review and the applicable law and precedents.

NATURE OF THE PROTEST

On February 18, 2008, SC State advertised for bids to provide indefinite delivery of irrigation and landscaping services.¹ SC State’s solicitation required each bidder to bid a multiplier to be applied against unit prices listed in RS Means Cost Data Guide to determine the cost of work to be

¹ The Consolidated Procurement Code permits this delivery method in certain circumstances including this instance. *SC Code Ann § 11-35-3310.*

be awarded over the next two years. This method of bidding and award is described in more detail below.

By the time for receiving bids, SC State received ten bids, two of which were determined to be non-responsive. [A copy of the bid tabulation is attached as Exhibit "B"] On April 21, 2008, SC State posted Notices of Intent to Award indefinite delivery contracts to five of eight responsive offerors intending that in future qualifying projects where contractors were needed, one or more of the five awardees would be asked to perform the necessary work at the unit prices provided in RS Means multiplied by the awardee's multiplier. [Copies of these Notices are attached as Exhibit "C"]

On April 26, 2008, ASG submitted its protest to the CPOC via e-mail.

NATURE OF PROTEST

ASG protests both the solicitation and the award. With respect to the solicitation, ASG protests the solicitation's lack of specificity concerning the scope and quality of work to be performed under the proposed indefinite delivery contract. With respect to the award, ASG protests SC State's determination of responsibility. The protest of the responsibility determination has two elements. First, ASG argues that the awardees' multipliers are so unreasonably low that the awardees will not be able to perform delivery order work for the resulting prices. Second, ASG raises an issue of contractor integrity, arguing that awardees bid low multipliers with the intent of recovering their losses through the use of change orders.

DISCUSSION

Indefinite delivery contracts are contracts whereby contractors agree to provide construction services on an "as-needed" basis during the term of the contract. In this case, the contracts are two-year contracts limited to landscaping and irrigation services. The method SC State used to solicit proposals to provide indefinite delivery of services is summarized in Section E2-5(A)(1) of the 2001 Manual or Section 9.2.3(B) of the 2008 Manual. Under this method, the agency selects a published cost data guide similar to R. S. Means Cost Data series as a basis for determining the price of delivery orders. The Agency then solicits proposals from bidders for a multiplier to be applied to the cost in the cost data guide for determining the cost of their work.

The typical base bid is a decimal number. A multiplier of 1.00 reflects the same unit prices as shown in the cost data guide. A multiplier of 0.75 reflects a price 25% lower than the unit prices listed in the cost data guide. The agency awards an indefinite delivery contract to the bidder with the lowest multiplier and may award additional contracts to other bidders going in order from lowest to highest multiplier.

The indefinite delivery contract does not guarantee the contractor work. *See Section I(A)(6) of the Instructions to Bidders and Article I(E) Indefinite Delivery Contract.* The contractor will only perform work under the contract if the agency subsequently offers the contractor a delivery order to perform work. However, the contractor agrees to perform any delivery order tendered by the agency within the scope of its contract and contractor's license. *See Article I(A) of the Indefinite Delivery Contract.* Compensation for the work included in a delivery order is determined by looking up the various items of work required by the delivery order in RS Means and multiplying that unit price against the contractor's multiplier.

The following hypothetical situation illustrates the pricing of delivery orders.

1. Agency needs a lawn sprinkler system installed.
2. One item of work required in the installation of the system is the provision and installation of one 2" 15-150 psi brass pressure vacuum breaker.
3. Agency issues a delivery order to Acme Construction, one of its indefinite delivery contractors.
4. Acme's multiplier is 0.398.
5. RS Means lists a unit cost of \$655.00 for providing and installing a breaker.

Under this hypothetical, Acme's remuneration for providing and installing the vacuum breaker will be determined by multiplying the RS Means unit cost of \$655 by the contractor's multiplier (0.398) and then multiplying the resulting number by the number of units (1 breaker).² The product of this equation (\$260.69) is Acme's price for the work. The supply piping, sprinkler heads, seeding, etc., necessary to perform the work are priced in the same manner.

² Price = (RS Means Unit Price) x (contractor's multiplier) x (number of units) = \$655 x 0.398 x 1 = \$260.69

I. PROTEST OF SOLICITATION

ASG protests the solicitation arguing that to provide an accurate multiplier, bidders need specifications concerning the quality and scope of work to be provided under delivery orders and SC State failed to provide this information in the solicitation. ASG's protest of the solicitation is untimely. A prospective bidder aggrieved in connection with a solicitation must protest that solicitation within fifteen days of the issuance of the Invitation for Bids, or if an amendment to the solicitation is at issue, within fifteen days of the issuance of the amendment. *See SC Code Ann § 11-35-4210(1)(a)*. SC State issued the Invitation for bids on February 18, 2008, and the record reflects that SC State did not issue any amendments to the solicitation. ASG e-mailed its protest to the CPOC on Saturday April 26, 2008, more than two months after SC State issued the Invitation for Bids and more than a month after SC State received and opened bids. Therefore, to the extent ASG's protest is a protest of the solicitation, it must be dismissed.

The fact that ASG's protest of the solicitation fails, does not mean that ASG has not raised a valid point. Often, solicitations for bids for indefinite delivery services do not include specifications concerning the scope and quality of work. Agencies do this because at the time that they issue the solicitation, the scope of work is unknown. As the need for work arises, the agency will issue the contractor a delivery order. Until such need arises, the agency will not know the scope of work needed for any delivery order. It is only when an item of work is identified that the agency can make this determination. However, ASG's protest with respect to issues of quality raises a valid point. RS Means Cost Data guides note that one factor affecting cost is quality. RS Means instructions for using the cost data, provide in part:

“Costs can vary depending upon a number of variables. Here's how we have handled the main factors affecting costs. Quality – The prices for materials and the workmanship upon which productivity is based represent sound construction work. They are in line with U.S. government specifications.”

Therefore, if a governing body desires a higher quality than is standard in U.S. government specifications, it must specify that standard of quality in its solicitation. Even if a governing body relies on U.S. government specifications to set the standard of quality, the better practice is to

either include or reference the specific standards in the solicitation. If no standards are provided in the solicitation the assumed standard must be the generic U.S. government specifications assumed by RS Means and this will be the standard applicable to all delivery orders issued under the indefinite delivery contract. A similar approach applies to quantity of materials needed for a unit of work. For instance, if SC State needs grass seeding over 20 acres of land and did not specify a per acre density of seeding in its solicitation, it must use a density listed in RS Means since this was the basis of its solicitation.

II. PROTEST OF AWARD

A. Price Reasonableness

ASG argues that the awardees' prices are too low. A bid can be rejected if the procurement officer determines that the price is unreasonable. Regulation 19-445.2070(E) ("Any bid may be rejected if the procurement officer determines in writing that it is unreasonable as to price.") However, this regulation and the concept of price unreasonableness apply only to the rejection of excessively high bids, not to the rejection of excessively low ones. *See SMC Information Systems, Comp. Gen. Dec. B- 224466 (1986)*. Accordingly, this issue of protest is dismissed for failure to state a claim.

B. Bidder Integrity

ASG's protest of "extremely low multipliers" is also a protest of SC State's determination of responsibility with respect to the awardees' integrity. In this regard, ASG alleges that "a man in the office of procurement" told ASG that super low bids were "a ploy to gain a contract and play the change order game" and that it "went on all the time there." ASG does not identify the individual making this generic statement. Moreover, ASG does not identify whether the "office of procurement" is SC State's office or the Materials Management Office. Owners routinely accuse contractors under all types of contracts of playing the "change order game" and this is a comment common to low bidding in general. Absent more compelling evidence, the CPOC declines to find that based on this alleged statement by an unidentified individual, SC State's determination of bidder responsibility was clearly erroneous, arbitrary, capricious, or contrary to law.

None of the forgoing means that after award SC State's responsibility to insure the integrity of the indefinite delivery contracting process and of its awardees has ended. SC State must enforce the terms of the indefinite delivery contract and follow the requirements of the Procurement Code and the Manual for Planning and Execution of State Permanent Improvement Projects – Part II. By doing so, SC State will insure that its indefinite delivery contractors honor their price commitments.

In administering its indefinite delivery contracts, SC State must keep in mind that Chapter 9, Part 9.2.3(B), of the 2008 Manual provides in part as follows:

Unless the IDC contractor proposes to provide work at a lower price, the Agency must use the IDC contractor's multiplier and the cost data guide to price delivery orders assigned under their contract. The bidding documents should clearly explain that the unit prices in the cost data guide include all overhead, delivery, setup, installation, and profit. The contractor may not add any additional mark-up to its price. If the contractor chooses to subcontract some or all of the work, the contractor must still use its multiplier with the cost data guide for pricing the subcontracted work. However, if the subcontracted work is outside the contractor's license, the contractor may include a markup of 13% on the price of the subcontracted work. If the contractor proposes not to use its multiplier and the cost data guide as the basis for the price of its work or subcontracted work, it must document that the proposed price is lower than the price would be if the contractor used the multiplier and cost data guide. The Agency must include this documentation in its file.

This provision makes it clear that each contractor's multiplier is to be strictly applied. When applying the standards of quality and quantity discussed earlier in this decision, it will be the rare delivery order where RS Means does not cover all of the work. In that rare instance when this does occur, the Manual places limitations on the award of a delivery order. *See Chapter 9, Part 9.2.3(B)*. Only if the non-covered work is 20% or less of the total delivery order may SC State issue a delivery order without competition and allow the contractor to provide the non-covered work at its cost plus overhead and profit.³ Even then, the non-covered work must be related to the scope of the indefinite delivery contract (in this case irrigation and landscaping) as well as related and necessary to the scope of the delivery order.

³ For that portion of delivery order that is compensated on a cost plus basis, the contractor must provide the Agency with its cost and pricing data pursuant to SC Code Ann § 11-35-1830. The Agency must review the contractor's cost and pricing data for price reasonableness.

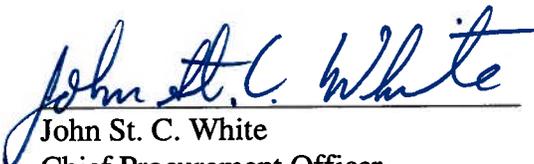
When more than 20% of the work under a delivery order is not covered by RS Means, the Manual requires SC State to solicit competitive quotes from two or more indefinite delivery contractors. Implied in this provision is the requirement that each contractor's quote consist of two components: 1) a price on the portion of the covered work that is determined using the contractor's multiplier and the prices in the cost data guide (or a lower number); and 2) an independently derived price for the non-covered work. Award must be made to the contractor whose combined price is the lowest. Again, the non-covered work must be related to the scope of the indefinite delivery contract as well as related and necessary to the scope of the delivery order.

Finally, the primary scope of a delivery order must be within the scope of the solicitation for indefinite delivery services. Since the scope of the solicitation was based on RS Means, a delivery order must be predominately for work priced in RS Means. Otherwise, the delivery order is outside the scope of the indefinite delivery contract and some other means of procurement must be used.

DECISION

ASG did not submit its protest within the required time to protest the solicitation and SC State's determinations of responsibility were not clearly erroneous, arbitrary, capricious, or contrary to law.

For the foregoing reasons Protest denied.



John St. C. White
Chief Procurement Officer
For Construction
30 June 08

Date

Columbia, South Carolina

STATEMENT OF THE RIGHT TO APPEAL

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

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

(6) Finality of Decision. A decision under subsection (4) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a further administrative review by the Procurement Review Panel under Section 11-35-4410(1) within ten days of posting of the decision in accordance with Section 11-35-4210(5). The request for review shall be directed to the appropriate chief procurement officer, who shall forward the request to the panel, or to the Procurement Review Panel and shall be in writing, setting forth the reasons why the person disagrees with the decision of the appropriate chief procurement officer. The person may also request a hearing before the Procurement Review Panel.

Additional information regarding the protest process is available on the internet at the following web site:
www.procurementlaw.sc.gov

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 66.1 of the 2005 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2005 S.C. Act No. 115, Part IB, § 66.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003). Copies of the Panel's decisions are available at www.state.sc.us/mmo/legal/paneldec.htm

EXH. A

White, John

From: Jay Morris [asgsgolf@gmail.com]
Sent: Saturday, April 26, 2008 10:55 AM
To: White, John
Cc: Shealy, Voight
Subject: SCSU Bid Protest

Mr. White,

I had a conversation with Mr. Shealy on the 25th of April concerning the bid process at SCSU. We submitted a bid on the IDC for irrigation and landscaping. I attended the opening of bids session and was absolutely amazed at the extremely low multipliers that were submitted. My concern is that since there were **No** specifications, the bids were not of comparable nature. I have done some work at SCSU and have found that the pressure is not adequate from the city to even operate the heads correctly. This causes one to install booster pumps at all sections to be done. A pump and all necessary parts required are around \$800 - \$1,000 dollars. The city of Orangeburg requires an impact fee and tap fee of \$1600 - \$2400 depending on size. Before you can even begin a project, you can have \$3,000 sunk into it. The project also requires rather sizable power feeds to properly operate the pumps at reasonable electrical demands.

SCSU has several areas that are going to have directional bores done. In fact, I would say well over 1,000 linear feet by the time the project is completed. These are yet other costs incurred by the contractor that is not in most landscape irrigation bids.

The bid process required us to use the RS Means Cost book for renovations. The book is supposed to have a standard installation cost on heads, wire, clocks and pipe. I believe there were several different head types in the book. Again, no guidelines on how to bid. There was nothing on head spacing, proper pipe sizing, head sizing, drip usage, head layout, or product specs. There is a lot of garbage on the market and a substantial cost difference can be found. The landscape portion had nothing to base our bids on either. SCSU has quite a few shady areas. We bid the use of zoysia to maintain continuity throughout the campus and to ease maintenance. Zoysia grass is a sodded type of grass and therefor costs more to establish. However, overtime maintenance cost are significantly reduced by reduction of irrigation, pesticide, mowing, and edging. Head spacing is yet another issue. There have recently been areas where heads were installed that spray across sidewalks in order to reduce the number of heads. The problem with this is when fertilizers and pesticides are applied that require watering in. Is the crew supposed to do this in the middle of the night to avoid an inconvenience to students and staff? How about in the winter if the irrigation comes on and the water freezes and people slip and fall going to class. By reducing the number of heads you not only eliminate heads but the number of valves, pipe sizing goes down, pump sizing goes down, clock sizes go down, and wire usage goes down. I'm sure it is easy to see my concern. It is very easy for someone to put in a system that at first glance seems to be adequate, but a closer look reveals nothing better than two whirligigs and some garden hose.

6/30/2008

I placed a bid multiplier of 1.15. My bid accounts for all the details listed above. I submit bids that require no use of change orders. A game commonly played by submitting a low bid and claiming no specs later allowing one to charge more than an honest bidder at the end of the day. The firms that won the rights to work bid multipliers of .39 - .69. Yes, if the RS Means showed for example an \$80.00 head charge they will do it for \$32.00. The funny thing is the majority of the winners are just general contractors and are going to subcontract the work out. So the sub will actually do the work for .29 if the contractor is making .10. He is going to do the installation at \$23.00 a head. Well this is more of a donation since most irrigation heads cost in the range of \$7.00 - \$20.00 depending on the application. Keep in mind we have not bought wire, pumps, pipe, fittings, installed necessary electrical, valves, valve pits, nozzles, clocks, back flow preventers, completed any bores, tap fees, equipment and labor. There is also the costs of fuel, insurance, and other subs if necessary to complete a finished job turn key with no change orders. The bid package clearly states that unreasonably low bids will be disqualified, but I believe in this case were clearly not. In fact, I asked a man that worked in the office of procurement about this and he stated himself that those super low bids were a ploy to gain a contract and play the change order game. He made the statement that it went on all the time there and it needed to stop. Well this is a good place to start. The contractors should be held to there bids and the procurement office should be required to have a much more detailed specification on their bids.

I don't want to cause problems but I think this is wrong and at the request of upper management at SCSU, I was encouraged to file a protest. It seems that they are interested in some things being changed as well.

I think if everyone in South Carolina knew this was how bids were done there would be some questions to be answered as to just how much money is wasted on our government institutions. I sincerely hope this does not occur anywhere else. I just firmly believe that bids should be of an all inclusive nature and the customer should know what the cost will be when he agrees to the bid. I just honestly believe the projects can not be done properly at these multipliers. It can certainly be done, but at what cost to the customer down the road.

I really appreciate your candor in the matter and will trust in you on whether or not I have grounds for filing a protest. I just appreciate the chance to voice my concern in the matter. I have been involved in many many bid processes and have never experienced anything like this before. I have won many and lost many. I can honestly say to you that I have never lost a bid by more than 75% in my life, but there is always a first. I have 25 years experience installing irrigation on golf courses, residential, and commercial. I deal with delivery system ranging from 16" diameter pipe to 1" pipe. Pumps that operate at 2400 gpm and 120 psi to 50 gpm and 50 psi. Price ranges from \$1.3 million to \$2,500 to install. I know what a project takes and the costs involved.

Thank you Mr. White for your time.

Sincerely,

6/30/2008

Jay Morris,
Vice President
Atlantic Seaboard Golf Services
(912)-577-0598

Bidder Name	Address	Identification Number	SC Contractor's License Number	Bid Security (Y/N)	Bid Amount (Multiplier)
Happy Jac's Management Services, Inc.	2424 Russell Street, Orangeburg, S.C. 29115	571079137	Exempt	Non-Responsive	1.150
Landscape Maintenance	1345 Sandpitt Road Johnsonville, S.C. 29555	20-4774681	Exempt	Non-Responsive	Non-Responsive
Horizon Construction & Associates, Inc.	P.O. Box 798 Evans, Georgia 30809	58-2655526	Exempt	Y	1.280
Atlantic Seaboard Golf Services, Inc.	129 Dogwood Ct. Brunswick, Georgia . 31523	20-0380097	Exempt	Y	1.150
Boykin Contracting, Inc.	167 Lott Court, West Columbia, S.C. 29169	57-1093458	G-107820; M-102703	Y	0.740
Sodfather, Inc, Landscape Contractors	205 Broadcast Dr. Spartanburg S.C. 29303	57-0918519	Exempt	Y	0.6421
MSI Construction Co., Inc.	745 Greenwood Rd., West Columbia, S.C. 29169	570570430	G13641; M2684	Y	0.450
Construction Dynamics	6417 Fairfield Road, Columbia, S.C. 29203	57-0865077	G13379	Y	0.400

South Carolina State University
Bid Tabulation
H24 - D059 - LC

Irrigation Landscape Construction Contract					
First Class Construction, LLC.	133 Vera Road, Lexington, S.C. 29072	55-0807158	SC# 6109056	Y	0.398



SE-370 Notice of Intent to Award

EXH. C

AGENCY: South Carolina State University
(Name)

PROJECT: H24 - DO59 - LC - Irrigation & Landscape Contract
(Number) (Name)

TO ALL BIDDERS:

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

NAME OF BIDDER: First Class Construction, LLC.

DATE BIDS WERE RECEIVED: March 18, 2008

AMOUNT OF BASE BID: A Multiplier of 0.398

ALTERNATE(S) ACCEPTED: # _____ TOTAL: _____

TOTAL AMOUNT OF BASE BID PLUS ACCEPTED ALTERNATE(S): _____

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

RIGHT TO PROTEST:

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws, as amended, within 15 days of the date the *Notice of Intent to Award* is posted.

(Signature of Awarding Authority)

April 21, 2008
(Date Posted)

Alfred A. Lindsay

Associate Director of Planning & Construction

(Print or Type Name of Awarding Authority)

(Awarding Authority Title)

INSTRUCTIONS TO AGENCY:

1. MAIL A COPY OF THE FINAL BID TABULATION TO ALL BIDDERS AND OSE WITHIN 10 DAYS OF BID OPENING.
2. POST A COPY OF THIS FORM ON THE DATE AND AT THE LOCATION ANNOUNCED AT BID OPENING.
3. MAIL A COPY OF THIS FORM TO ALL BIDDERS AND THE OSE.



SE-370 Notice of Intent to Award

AGENCY: South Carolina State University
(Name)

PROJECT: H24 - DO59 - LC - Irrigation & Landscape Contract
(Number) (Name)

TO ALL BIDDERS:

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

NAME OF BIDDER: Construction Dynamics, Inc.

DATE BIDS WERE RECEIVED: March 18, 2008

AMOUNT OF BASE BID: A Multiplier of 0.400

ALTERNATE(S) ACCEPTED: # _____ TOTAL: _____

TOTAL AMOUNT OF BASE BID PLUS ACCEPTED ALTERNATE(S): _____

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

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(Signature of Awarding Authority)

April 21, 2008
(Date Posted)

Alfred A. Lindsay

(Print or Type Name of Awarding Authority)

Associate Director of Planning & Construction

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SE-370 Notice of Intent to Award

AGENCY: South Carolina State University
(Name)

PROJECT: H24 - DO59 - LC - Irrigation & Landscape Contract
(Number) (Name)

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NAME OF BIDDER: MSI Construction Co., Inc.

DATE BIDS WERE RECEIVED: March 18, 2008

AMOUNT OF BASE BID: A Multiplier of 0.450

ALTERNATE(S) ACCEPTED: # _____ TOTAL: _____

TOTAL AMOUNT OF BASE BID PLUS ACCEPTED ALTERNATE(S): _____

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

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(Signature of Awarding Authority)

April 21, 2008
(Date Posted)

Alfred A. Lindsay

(Print or Type Name of Awarding Authority)

Associate Director of Planning & Construction

(Awarding Authority Title)

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SE-370 Notice of Intent to Award

AGENCY: South Carolina State University
(Name)

PROJECT: H24 - DO59 - LC - Irrigation & Landscape Contract
(Number) (Name)

TO ALL BIDDERS:

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

NAME OF BIDDER: Sodfather, Inc. Landscape Co.

DATE BIDS WERE RECEIVED: March 18, 2008

AMOUNT OF BASE BID: A Multiplier of 0.6421

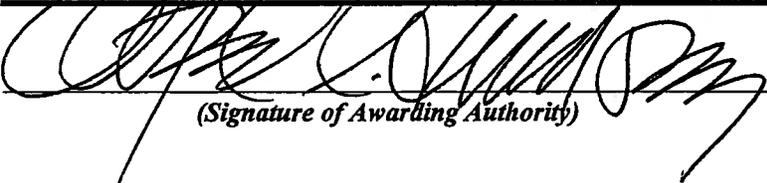
ALTERNATE(S) ACCEPTED: # _____ TOTAL: _____

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(Signature of Awarding Authority)

April 21, 2008
(Date Posted)

Alfred A. Lindsay Associate Director of Planning & Construction
(Print or Type Name of Awarding Authority) (Awarding Authority Title)

INSTRUCTIONS TO AGENCY:

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SE-370 Notice of Intent to Award

AGENCY: South Carolina State University
(Name)

PROJECT: H24 - DO59 - LC - Irrigation & Landscape Contract
(Number) (Name)

TO ALL BIDDERS:

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

NAME OF BIDDER: Boykin Contracting, Inc.

DATE BIDS WERE RECEIVED: March 18, 2008

AMOUNT OF BASE BID: A Multiplier of 0.740

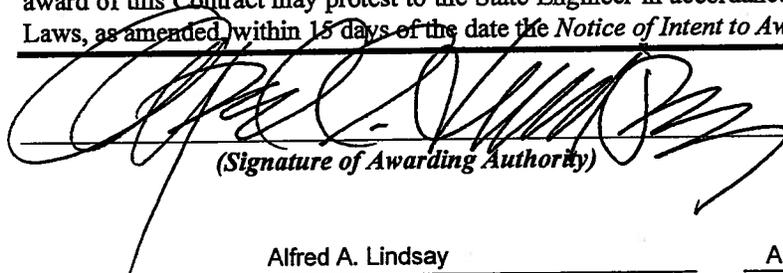
ALTERNATE(S) ACCEPTED: # _____ TOTAL: _____

TOTAL AMOUNT OF BASE BID PLUS ACCEPTED ALTERNATE(S): _____

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

RIGHT TO PROTEST:

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws, as amended, within 15 days of the date the Notice of Intent to Award is posted.


(Signature of Awarding Authority)

April 21, 2008
(Date Posted)

Alfred A. Lindsay
(Print or Type Name of Awarding Authority)

Associate Director of Planning & Construction
(Awarding Authority Title)

INSTRUCTIONS TO AGENCY:

1. MAIL A COPY OF THE FINAL BID TABULATION TO ALL BIDDERS AND OSE WITHIN 10 DAYS OF BID OPENING.
2. POST A COPY OF THIS FORM ON THE DATE AND AT THE LOCATION ANNOUNCED AT BID OPENING.
3. MAIL A COPY OF THIS FORM TO ALL BIDDERS AND THE OSE.