

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
)
)
)
)
IN THE MATTER OF: BID PROTEST)
)
WATERTIGHT SYSTEMS, INC.)
)
v.)
)
CLEMSON UNIVERSITY)
)
EDWARDS HALL EXTERIOR)
REPAIRS)
PROJECT CUX-4000725-020)
_____)

**BEFORE THE CHIEF PROCUREMENT
OFFICER FOR CONSTRUCTION**

DECISION

CASE NO. 2011-018

**POSTING DATE:
APRIL 18, 2011**

This matter is before the Chief Procurement Officer for Construction (CPOC) pursuant to a request by Watertight Systems, Inc. (Watertight), under the provisions of section 11-35-4210 of the South Carolina Consolidated Procurement Code (Code), for an administrative review of the Edwards Hall Exterior Repairs bid (the Project), for Clemson University (Clemson). In its letter of protest, Watertight protests Clemson’s posting of a Notice of Intent to Award a contract for the Project to 21st Century Waterproofing LLC (21st Century), on the grounds that 21st Century did not possess the proper licenses to bid the work. [Ex. 1] As a result of Watertight’s protest, 21st Century submitted a request to Clemson to withdraw its bid for mistake implicitly acknowledging that it mistakenly bid work for which it was not licensed. [Ex. 2] On April 14, 2011, Clemson submitted 21st Century’s request to the CPOC along with a request that the CPOC cancel the award pursuant to SC Code Ann Reg. 19-445.2085(C)(7). [Ex. 3] The CPOC conducted an administrative review without a hearing. This decision is based on official procurement file and applicable law.

NATURE OF THE PROTEST

Watertight’s statement of protest is attached as Exhibit 1 and incorporated herein by reference.

FINDINGS OF FACT

The following dates and facts are relevant to the protest:

1. The solicitation documents for the project required bidders to name on their bid form the entity that would perform the masonry repair work on the project. [Ex. 4]
2. On March 29, 2011, Clemson received nine bids for the Project. [Ex. 5].
3. On the bid form it submitted for the project, 21st Century listed itself as the entity that would perform the masonry work. [Ex. 4]
4. On the day of bidding, 21st Century did not possess a contractor's license allowing it to offer to perform masonry work though it was issued such a license on April 1, 2011. [Ex. 6]

DISCUSSION

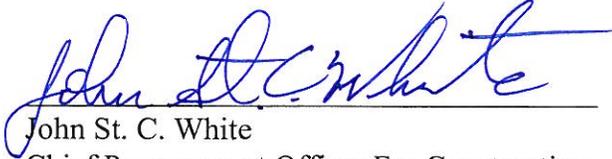
The Consolidated Procurement Code (the "Code") requires a determination of bidder responsibility before awarding a contract to that bidder. *SC Code Ann § 11-35-1810*. Among other things, a responsible bidder is one who is "qualified legally to contract with the State." *SC Code Ann Reg. 19-445-2125(A)(4)*. For a construction project, the agency must look to the South Carolina Contractors Licensing Act (the "Licensing Act") for guidance in determining if a bidder (contractor) is qualified legally to contract with the State. Under the Licensing Act, a contractor may not offer to perform work regulated by the Act if he does not possess a license allowing him to perform the work. *SC Code Ann § 40-11-30*. Moreover, SC Code Ann § 40-11-200(B) prohibits a project owner from considering the bid of a contractor who is not licensed under the Licensing Act to perform the work he is offering to perform. An examination of 21st Century's bid clearly shows that it listed itself to perform the masonry work of the project. Moreover, the Contractor's Licensing Board has advised the CPOC that on the day of bidding, 21st Century did not possess a license which permitted it to offer to perform masonry work. While 21st Century did acquire such a license within three days after the bid opening, this is of no help to 21st Century because the

Licensing Act requires bidders to possess the appropriate licenses on the day of bidding. Clemson acknowledges that it was administrative error to post a Notice of Intent to Award a contract to 21st Century.

DECISION

It is the decision of the Chief Procurement Officer for Construction that 21st Century inadvertently offered to perform work for which it was not licensed and Clemson committed administrative error in posting a Notice of Intent to Award a contract to 21st Century.

For the foregoing reasons, the Protest is granted. The award to 21st Century is vacated and the matter of determining the award of this solicitation is remanded to Clemson for determination in accordance with the Consolidated Procurement Code.



John St. C. White

Chief Procurement Officer For Construction



Date

Columbia, South Carolina

April 4, 2011

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

RE: Clemson University
Edwards Hall Exterior Repairs
Project # CUX-4000725-020

VIA: Email: protest-ose@mno.sc.gov
USPS Certified Mail #7009 1410 0002 3180 2978

Dear Sir:

We submitted a bid on the above referenced project on March 29, 2011. After the bid opening, a Notice of Intent to Award was posted naming 21st Century Waterproofing as the lowest responsive bidder.

Watertight Systems, Inc. is aggrieved by this Intent to Award and per the SC Code of Laws Title 11 Chapter 35-4210 we are protesting the award of this contract to 21st Century Waterproofing on the following grounds:

1. Although their bid was in fact the lowest received on the project, they were not legally able to bid the project due to state licensing requirements. The majority scope of the project includes work requiring a Masonry (MS) and a Waterproofing (IR) license. On bid day, March 29, 2011, 21st Century Waterproofing was only licensed under the Glass & Glazing sub-classification. This was verified by my office with Joyce Thurber at the SC LLR.
2. In the time since bid day the SC LLR has issued a Masonry (MS) license to 21st Century waterproofing. But this license only became effective on April 1, 2011.
3. 21st Century Waterproofing still as of the submission of this protest does not have an Interior Renovation (IR) license which is legally required by the state to perform waterproofing work in excess of \$5,000; which is unarguably required on this project.

Preserving Today's Structures For Tomorrow

www.watertightsystems.com • operations@watertightsystems.com

Post Office Box 1625 • Lexington, South Carolina 29071

360 Riverchase Way • Lexington, South Carolina 29072

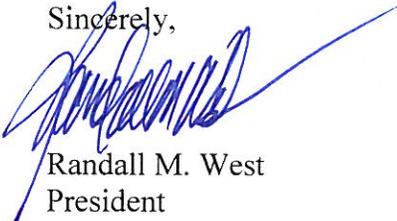
Office 803-796-9695 • Fax 803-926-1976

Due to the grounds set forth above Watertight Systems, Inc. is requesting relief be granted as follows:

1. The bid submitted by 21st Century Waterproofing to be rejected due to illegal submission in violation of licensing requirements set forth by SC state law.
2. Project to be awarded to Watertight Systems, Inc. which was the next lowest bidder and meets all licensing requirements as stated above.

If there are any questions or concerns surrounding this protest, please call my office or I can also be reached on my cell phone at 803-513-4778.

Sincerely,



Randall M. West
President

EXH. 2



5326 Bush River Road, Columbia SC 29212
 Phone: 803-451-2627 Fax: 803-256-4841

April 14, 2011

VIA FAX and US MAIL (864) 656-1238 ⁰¹⁶⁷

John McEntire
 Clemson University
 191 Old Greenville Highway
 Clemson S.C. 29634

RE: Edwards Hall

Dear Mr. McEntire:

In light of the apparent protest on the above referenced project, we understand that Clemson University is offering to allow our firm to withdraw our bid on this project with no penalty. While we were looking forward to working with you on this project, we understand that withdrawing our bid will allow the project to move forward without delay, and is in the best interest of the University. Regretfully, we formally request that our bid submitted on March 29, 2011 be withdrawn.

Per your request we have procured the required bonds for this project and forwarded them to you via fed-ex this morning. I have apprised our bonding company of the situation and they ask that the bonds be returned with a letter certifying that no work has been performed on this project and that we are being allowed to withdraw our bid. Your assistance in this matter is greatly appreciated.

Once again, we regret that we will not be working with you on this project, but am looking forward to working with you on future projects.

If I can be of further assistance, please do not hesitate to call.

A handwritten signature in black ink, appearing to read 'Donald B. Rueter'.

Sincerely,
 21st Century Waterproofing
 Donald B. Rueter

CLEMSON

UNIVERSITY

MEMORANDUM

Date: April 14, 2011

To: John White, P.E.

From: John McEntire, P.E. 

Subject: Edward Hall Exterior Repairs: CUP-4000725-020
Cancellation of Notice of Intent to Award to 21st Century Waterproofing

John,

Attached is 21st Century Waterproofing's withdrawal of their bid for the Edwards Hall Exterior Repairs Project. Due to an administrative error on their bid relating to an improper license, we request the cancellation of the previously issued SE-370 Notice of Intent to Award. Thank you.



CAPITAL PROJECTS

Gentry Hall 191 Old Greenville Hwy. Box 345952 Clemson, SC 29634-5952

864.656.2010 FAX 864.656.0167

SE-330
Bid Form

Bids shall be submitted only on SE-330

BID SUBMITTED BY: 21st Century Waterproofing
(Bidder's Name)

BID SUBMITTED TO: Clemson University
(Agency's Name)

FOR PROJECT: CUX-4000725-202 Edwards Hall Exterior Repairs
(Number) (Name)

OFFER

- In response to the Form SE-310, *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the **AGENCY** in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, **BIDDER** has submitted Bid Security as follows in the amount and form required by the Bidding Documents.

Bid Bond with Power of Attorney Electronic Bid Bond Cashier's Check

(BIDDER check one)

- BIDDER**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
- BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No: 1 Dated Mar. 23, 2011
- BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Alternate Base Bids, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that **BIDDER** may agree to in writing upon request of the **AGENCY**.
- BIDDER** herewith submits its offer to provide all labor, materials, equipment, tools of trade and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

6.1 BASE BID WORK (Base Bid) (as indicated in the Bidding Documents and generally describes as follows):

Base Bid work includes work associated with the rehabilitation of the existing exterior precast panels, retrofit anchorage of existing exterior precast panels, reworking exterior brick veneer and associated flashing and sealants at floor level relieving angles to provide a horizontal relieving joint, brick veneer repairs, installation of new brick veneer control joints and associated sealants, and pressure steam cleaning of entire exterior face of the building. Base Bid and any alternates accepted must be substantially complete by August 17, 2011.

\$ 119,000, which sum is hereafter called the **BASE BID**.
(enter BASE BID in figures only)

SE-330 Bid Form

ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):

ALTERNATE NO. 1:	Alternate Number 1 work includes total replacement of sealant systems of the building envelope minus the window, storefront and curtain wall glazing in accordance with Section 07921, Sealants for Building Envelope.	ADD/ DEDUCT <u>\$ 26,790</u> (to or from BASE BID)
ALTERNATE NO. 2:	Alternate Number 2 work includes fluid applied flexible waterproofing system overall pre-cast concrete surfaces of the entire building envelope after all repair work is complete.	ADD/ DEDUCT <u>\$ 19,800</u> (to or from BASE BID)
ALTERNATE NO. 3:	Alternate Number 3 includes repairs to the existing windows, storefront and curtain wall system glazing sealants in accordance with 08811, Glazing Repairs.	ADD/ DEDUCT <u>\$ 15,120</u> (to or from BASE BID)

6.2 UNIT PRICE WORK

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

No.	Item	Base Bid Qty.	Unit of Measure	ADD	DEDUCT
1	Full depth-(4") epoxy injection (Base Bid)	275	LF	\$ 18 ⁵⁰	\$ 14 ⁰⁰
2	Precast Retrofit Concrete Anchor (Base Bid)	1430	EA	\$ 19 ⁰⁰	\$ 14 ⁰⁰
3	Installation of Retrofit vertical brick control joint and all associated work (Base Bid)	Per Drawings	LF	\$ 9 ⁰⁰	\$ 6 ⁷⁵
4	Repointing of Masonry (Base Bid)	150	SF	\$ 14 ⁰⁰	\$ 10 ⁵⁰
5	Removal and Replacement of damaged and/or deteriorated masonry (Base Bid) (Not inclusive of brick removal and replacement for installation horizontal brick relieving joint and associated flashing)	250	SF	\$ 38 ⁰⁰	\$ 28 ⁵⁰
6	Installation of Retrofit horizontal brick relieving joint replacement of associated flashings and all associated work (Base Bid)	Per Drawings	LF	\$ 62 ⁰⁰	\$ 46 ⁵⁰
7	Concrete Rehabilitation (Base Bid)	25	Cubic Feet	\$ 160 ⁰⁰	\$ 120 ⁰⁰

SE-330 Bid Form

LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of the work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for an Alternate Base Bid must be used for all work, if the Alternate Base Bid is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR or PRIME CONTRACTOR'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (FOR INFORMATION)
<u>BASE BID</u>		
Concrete Restoration	21 st Century Waterproofing	G 116173
Masonry	21 st Century Waterproofing	G 116173
Waterproofing	21 st Century Waterproofing	G 116173
<u>ALTERNATE NO. 1</u>		
Waterproofing	21 st Century Waterproofing	G 116173
<u>ALTERNATE NO. 2</u>		
Waterproofing	21 st Century Waterproofing	G 116173
<u>ALTERNATE NO. 3</u>		
Glazing	21 st Century Waterproofing	G 116173

SE-330 Bid Form

TIME OF CONTRACT PERFORMANCE

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

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

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One Liquidated Damages** the amount of **\$200.00** for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
2. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of **\$200.00** for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of **\$0.00** for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

AGREEMENTS

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

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

***Base Bid and any Alternates accepted must be substantially complete by August 17, 2011.**

SE-330 Bid Form

8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.
9. Neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or Project canceled for any reason prior to the issuance of the Notice to Proceed.

ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)

(Signature and Title)

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

80-0598271

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

GG4
(Classification)

(Subclassification)

\$ 750,000
(Limitations)

G116173

(SC Contractor's License Number)

SIGNATURE

Donald B. Rueter

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

5326 Bush River Rd. Columbia, S.C. 29212

(Mailing Address for the above)

Donald B. Rueter
BY (Signature)

MAR 28, 2011
(Date)

Project Mgr. / ESTIMATOR
(Title)

(803) 727-4523
(Phone)

BID TABULATION
 Edwards Hall Exterior Repairs
 PROJECT: CUP-4000725-020
 March 29, 2011
 2:00 pm - Gentry Hall

CONTRACTOR	BID BOND	ACKNOWLEDGE ADDENDUM #1	BASE BID	SUBCONTRACTORS	ALTERNATE #1	SUBS		ALTERNATE #2	SUBS		ALTERNATE #3	SUBS			
						Waterproofing	Glazing		Waterproofing	Glazing					
Carolina Restoration & Waterproofing	x	x	\$219,562.00	Concrete	+ \$45,530.00	Self Perform	Self Perform	+ \$18,140.00	Self Perform	Self Perform	+ \$12,800.00	Self Perform			
				Masonry									Self Perform	Self Perform	Self Perform
				Waterproof.											
21st Century Waterproofing	x	x	\$119,000.00	Concrete	+ \$26,790.00	Self Perform	Self Perform	+ \$19,800.00	Self Perform	Self Perform	+ \$15,120.00	Self Perform			
				Masonry									Self Perform	Self Perform	Self Perform
				Waterproof.											
Exterior Diagnostic Services	x	x	\$129,250.00	Concrete	+ \$69,897.00	Self Perform	Self Perform	+ \$21,436.00	Self Perform	Self Perform	+ \$30,615.00	Self Perform			
				Masonry									Self Perform	Self Perform	Self Perform
				Waterproof.											
Lesco Restorations	x	x	\$330,240.00	Concrete	+ \$23,442.00	Self Perform	Self Perform	+ \$20,500.00	Self Perform	Self Perform	+ \$13,500.00	Self Perform			
				Masonry									Self Perform	Self Perform	Self Perform
				Waterproof.											
Midwest Maintenance	x	x	\$220,822.00	Concrete	+ \$79,182.00	Self Perform	Self Perform	+ \$52,711.00	Self Perform	Self Perform	+ \$22,285.00	Self Perform			
				Masonry									Self Perform	Self Perform	Self Perform
				Waterproof.											
Structural Preservation System	x	x	\$229,392.00	Concrete	+ \$32,550.00	Self Perform	Self Perform	+ \$15,120.00	Self Perform	Self Perform	+ \$8,775.00	Self Perform			
				Masonry									Self Perform	Self Perform	Self Perform
				Waterproof.											
Stone Restoration & America	x	x	\$227,079.00	Concrete	+ \$31,452.00	Non-Listed	Non-Listed	+ \$19,343.00	Not Listed	Not Listed	+ \$24,954.00	Not Listed			
				Masonry									Non-Listed	Non-Listed	Self Perform
				Waterproof.											
United Restoration & Preservation	x	x	\$245,855.00	Concrete	+ \$60,230.00	Self Perform	Self Perform	+ \$23,035.00	Self Perform	Self Perform	+ \$46,175.00	Self Perform			
				Masonry									Self Perform	Self Perform	Self Perform
				Waterproof.											
Wateright Systems	x	x	\$181,519.00	Concrete	+ \$27,963.00	Self Perform	Self Perform	+ \$21,138.00	Self Perform	Self Perform	+ \$11,935.00	Self Perform			
				Masonry									Self Perform	Self Perform	Self Perform
				Waterproof.											

Certified by: Randy Cooper Date: 3-29-11
[Signature] Date: 3/29/11

White, John

From: Joyce Thurber [THURBERJ@llr.sc.gov]
Sent: Thursday, April 14, 2011 9:55 AM
To: White, John
Subject: RE: Contractor's License Question

Hello Mr. White,

21st Century Waterproofing, License CLG # 116173, did not have the Masonry (MS) classification March 29, 2011. It was issued April 1, 2011 for Masonry with Randal K. Wright as the qualifying party.

It you need anything further, let me know.

Joyce Thurber

Joyce Thurber, Program Coordinator
OBS, Contractors' Licensing Board Administration
S.C. Department of Labor, Licensing and Regulation
P O Box 11329, Columbia, S.C. 29211-1329

Phone: 803-896-4634

Fax: 803-896-4814

Webpage: www.llr.state.sc.us/pol/contractors/

Please click on the link below to complete the Customer Service Satisfaction Survey, it only takes a minute to complete. This will let my supervisor know if you were satisfied or dissatisfied with the service you received from me. Thanks

<http://www.llr.state.sc.us/dev/polsurvey/index.asp>

From: White, John [mailto:jswhite@mmo.sc.gov]
Sent: Wednesday, April 13, 2011 9:01 AM
To: Joyce Thurber
Subject: Contractor's License Question

Joyce: I have a protest regarding a contract award to 21st Century Waterproofing. The central issue of the protest is the license required to bid the work and the licensure of 21st Century Waterproofing, license # 116173. The bid opening was on March 29, 2011. One issue must resolve requires a determination of which licenses 21st Century Waterproofing possessed on the day of bidding. Your website currently shows them with an MS and GG. The protestant asserts that 21st Century Waterproofing did not possess an MS license on the day of bidding. If you have some documentation setting forth the effective dates of the licenses of 21st Century Waterproofing, a copy would be most helpful.

Thank you,

John White
State Engineer
Office of the State Engineer
1201 Main Street, Suite 600
Columbia, SC 29201
(803) 737-0768

4/18/2011