***Bidders shall submit bids on only Bid Form SE-659.***

**BID SUBMITTED BY:**

***(Bidder's Name)***

**BID SUBMITTED TO:**

***(Owner’s Name)***

**FOR:** **PROJECT NAME:**

**PROJECT NUMBER:**

**OFFER**

**§ 1.** In response to the Invitation for Indefinite Delivery of 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 Owner 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 Section 11-32-3030(1) of the SC Code of Laws, as amended, Bidderhas 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)***

**§ 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 Invitationfor Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that Biddermay agree to in writing upon request of the Owner.

**§ 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 REPRESENTATIVE PROJECT WORK DESCRIPTION** *(as indicated in the Bidding Documents and generally described as follows)***:**      

**$**      , which sum is hereafter called the Base Bid.

*(Bidder - insert Bid Amount for Representative Project on line above)*

This bid price will be used to determine which bidders will receive award of an Indefinite Delivery Contract. The lowest responsive and responsible bidder will also receive a Delivery Order to perform the above described work at the price bid. Award and pricing of subsequent Delivery Orders shall be determined by competitive bidding between Indefinite Delivery Contractors receiving an award of an Indefinite Delivery Contract pursuant to this solicitation.

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**§ 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)*

**§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED:** *(Owner check box that applies.)*

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Bidder shall list on Appendix A to this bid form those subcontractors which bidder intends to use to perform the work requiring the license classification and/or subclassification listed therein. Bidder shall only use the listed subcontractors in performance of such licensed work.

Bidder is not required to list subcontractors.

**§ 8. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES – INDEFINITE DELIVERY CONTRACT**

Bidder agrees that the Date of Commencement of any contract awarded pursuant to the Invitation for Bids shall be established in the Agreement for Indefinite Delivery of Construction Services to be executed by the Owner and the successful Bidder. Bidder also agrees that individual Delivery Orders, if any, shall establish the Date of Commencement, the time to complete the Work included in the Delivery Order (or the completion date), and the amount, if any, the Owner shall retain from the compensation to be paid as Liquidated Damages for each calendar day the actual construction time required to complete the Work exceeds the specified or adjusted time for completion as provided in the Contract Documents.

**§ 8.1 TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES - REPRESENTATIVE PROJECT**

1. **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 Owner. Bidder agrees to substantially complete the Work within   Calendar Daysfrom the Date of Commencement, subject to adjustments as provided in the Contract Documents.
2. **LIQUIDATED DAMAGES:** Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of $  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.

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**§ 9. AGREEMENTS**

1. Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.
2. Bidder agrees that at any time prior to execution of the Construction Services Indefinite Delivery Contract for this Project, this Project may be canceled for the convenience of, and without cost to, the State.
3. 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 execution of the Construction Services Indefinite Delivery Contract.

**§ 10. 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, included in the Bidding Documents.

**ELECTRONIC BID BOND NUMBER:**

**SIGNATURE AND TITLE:**

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**

SC CONTRACTOR'S LICENSE NUMBER(S):

CLASSIFICATION(S) & LIMITS:

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 Instructions to Bidders, is expressly incorporated by reference.**

**BIDDER’S LEGAL NAME:**      

**ADDRESS:**      

**TELEPHONE:**      

**EMAIL:**      

**SIGNATURE: DATE:**      

**PRINT NAME:**      

**Title:**      

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**LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED.**

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| --- | --- | --- |
| Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed:  **SUBCONTRACTOR**  **CLASSIFICATION**  **By License Classification**  **and/or Subclassification**  *(Completed by Owner)* | **SUBCONTRACTOR'S**  **PRIME CONTRACTOR'S**  **NAME**  *(Must be completed by Bidder)* | **SUBCONTRACTOR'S**  **PRIME CONTRACTOR'S**  **SC LICENSE NUMBER**  *(Requested, but not Required)* |
| **BASE BID** | | |
|  |  |  |
|  |  |  |
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**INSTRUCTIONS FOR SUBCONTRACTOR LISTING**

1. Completing the form above:
   1. **First Column**: The Owner fills out this column which identifies the contractor/subcontractor specialties for which the bidder must list either a subcontractor or himself as the entity that will perform this work. Subcontractor specialties are identified by contractor license classifications or subclassifications listed in Title 40 of the South Carolina Code of laws. If the owner has not identified a specialty, the bidder does not list a subcontractor.
   2. **Second and Third Columns:** In these columns the Bidder identifies the subcontractors it will use for the work of each specialty listed by the Agency in the First Column. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders should 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 more 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. 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) are not subcontractors and Bidder should not insert their names in the spaces provided on the Bid Form. Likewise, Bidder should not insert the names of sub-subcontractors in the spaces provided on the Bid Form but only the names of those entities with which Bidder will contract directly.
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who are qualified to perform the work of the listed specialties as specified in the Bidding Documents and who possess a South Carolina Contractor’s license with the license classification and/or subclassification identified by the Owner in the first column on the left. 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, Bidder is qualified to perform the work of a classification listed and Bidder does not intend to subcontract such work, but to use Bidder’s own employees to perform such work, the Bidder must insert its own name in the space provided for that classification
5. **Use of Multiple Subcontractors:**
6. If Bidder intends to use multiple subcontractors to perform the work of a single classification listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the names 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 classification listing and to use one or more subcontractors to perform the remaining work for that classification listing, Bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word **“and”**.
7. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a classification listing, in a form that provides the Bidder the option, after bid opening or award, to choose to use 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 classification 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 for that specialty. Owner 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 Owner may reasonably interpret as an optional listing.
8. If Bidder is awarded the contract, Bidder must use the listed entities to perform the work for which they are listed. Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Appendix A of the Bid Form except for one or more of the reasons allowed by the SC Code of Laws.
9. Bidder’s failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in the first column on the left will render the Bid non-responsive.