**AGENCY:**

**Project Number:**

**Project Name:**

**PROJECT LOCATION:**

**DESCRIPTION OF CONSTRUCTION SERVICES** *(Include Contractor License category/subcategory)****:***

The above named Agency hereby solicits bids for the Construction Services Indefinite Delivery Contract shown above. The Invitation for Bids includes the advertisement (SE-655), bid form, Notice of Intent to Award Indefinite Delivery Contract (SE-670), Construction Services Indefinite Delivery Contract (SE-680), General Conditions to Construction Services Indefinite Delivery Contract (SE-685), drawings and specifications (if applicable), and all addenda issued prior to bid opening, all of which are collectively referred to herein as the Solicitation Documents.

The Invitation for Bids is issued pursuant to South Carolina Code § 11-35-3310 and the Manual for Planning and Execution of State Permanent Improvements, Part II (Manual).

**1. General information**

1.1 Agency may award up to       Indefinite Delivery Contract(s) (IDC) under this solicitation provided the Agency receives and adequate number of responsive and responsible bids. In no event, will the Agency award more contracts than the number set forth in the previous sentence.

1.2 Work is to be performed at the following location(s): *(Insert location of work, e.g. a particular campus or campuses)*

1.3 The awarded IDC will be for a period not to exceed       *(may not exceed 2 years)*.

1.4 The awarded IDC allows the Agency to award a total amount of work not to exceed $

1.5 Work awarded under the IDC will be awarded using form SE-690, Construction Services IDC Delivery Order. Agency will provide IDC awardees the opportunity to bid on all Delivery Orders for the services set forth in this Invitation.

1.6 The Agency may only award one Delivery Order per project to the contractor. However, a Delivery Order may be amended. A Delivery Order may only be amended in writing signed by both parties using form SE-695, Construction Services Delivery Order Modification.

1.7 Work awarded under the IDC for a single project may not exceed $       .

1.8 Projects and Delivery Orders may not be divided to avoid the limits set forth in 1.6 and 1.7 above.

1.9 *(Check the block for the provision applicable to this solicitation)*

[ ]  The minimum amount of work to be awarded under the IDC is $       .

[ ]  Agency does not guarantee a minimum amount of work, nor does it guarantee the size or quantity of any work that is awarded under the IDC.

1.10 Bidders will agree to perform work for the advertised discipline in the following manner: *(Check one)*

[ ]  The cost of the work to the Agency will be determined using unit prices listed by the Bidder on its Bid Form. No other additions to the cost of the work will be permitted except the cost of Performance and Payment Bonds if required for specific Delivery Orders; or

[ ]  The cost of the work to the Agency will be determined by competitive bidding of each Delivery Order among all contractors having an active contract that the Agency awarded pursuant to this Invitation for Bids.

1.11 Bidders must be properly licensed in the discipline and the Group Classification to permit an award up to the maximum individual project award set forth in 1.7. Successful bidder(s) must maintain this license for the term of the contract.

# 2. Solicitation Documents

2.1 All persons obtaining Bidding Documents from the issuing office designated in the advertisement shall provide that office with Bidder’s contact information to include the Bidder’s name, telephone number, mailing address, and email address. Agency will send all addenda modifying the Solicitation Documents to all plan holders of record.

2.2 By submitting a bid, Bidder represents that it has read and understands the Solicitation Documents. Bidders are expected to examine the Solicitation Documents thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at the Bidder’s risk. Bidder assumes responsibility for any patent ambiguity that Bidder does not bring to the Agency’s attention prior to bid opening. Bidder shall make any requests for substitution, questions, clarifications, or interpretations of the bid documents in writing to the Agency at least 10 days before the Bid Date. The Agency will not give oral instruction prior to bidding nor will any oral instructions to bidders be binding on the Agency.

2.3 The Agency will make corrections, interpretations, or changes that modify the Solicitation Documents by written addendum. As provided in Regulation 19-445.2042(B), if this solicitation provides for a pre-bid conference, nothing stated at the pre-bid conference shall change the Solicitation Documents unless a change is made by written addendum.

2.4 The Agency will not issue addenda later than 120 hours before the date and time specified in the advertisement for receipt of Bids except to withdraw the Invitation for Bids or to extend the date for receipt of bids.

2.5 When the date for receipt of Bids is postponed and there is insufficient time to issue a written Addendum prior to the original Bid Date, Agency will notify prospective Bidders by telephone or other appropriate means with immediate follow up with a written Addendum. This Addendum will verify the postponement of the original Bid Date and establish a new Bid Date. The new Bid Date will be no earlier than the fifth (5th) calendar day after the date of issuance of the Addendum postponing the original Bid Date.

**3. Bid Preparation**

3.1 Bidder shall submit its bid using the bid form included in the Solicitation Documents. Bidder shall fill in any blanks on the bid form legibly using an indelible medium. Bidder shall sign its bid in ink or other indelible media. Sums shall be expressed in figures.

3.2 Bidder shall not make stipulations or qualify its bid in any manner not permitted on the bid form. An incomplete Bid or information not requested that is written on or attached to the bid form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.

3.3 Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, the bid form may set forth a list of subcontractor specialties for which Bidder is required to list only the subcontractors Bidder will use to perform the work of each listed specialty. Bidder must follow the Instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out this Section may result in rejection of Bidder’s bid as non-responsive.

3.4 Bid Security: *(Agency, check the block for the provision applicable to this solicitation)*

[ ]  Bidder is not required to submit Bid Security with its bid.

[ ]  Bid shall be accompanied by a Bid Security in an amount of not less than       . The Bid Security shall be a bid bond or a certified cashier’s check made payable to the Agency.

3.4.1 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Failure of the Bidder to enter into a contract with the Agency, furnish such bonds if required, or to correct any Bid deficiencies allowed by law,shall cause bid security to be forfeited to the Agency as liquidated damages, not as a penalty.

3.4.2 If Bidder submits a bid bond as its bid security, the bond shall be written on AIA Document A310, Bid Bond. The bid bond must be accompanied by a certified and current Power of Attorney for the attorney-in-fact who executes the bond on behalf of the surety company. The Bid Bond shall:

a. Be issued by a Surety Company licensed to do business in South Carolina;

b. Be issued by a Surety Company having, at a minimum, a “Best Rating” of “A” as stated in the most current publication of “Best’s Key Rating Guide, Property-Casualty,” which company shows a financial strength rating of at least five (5) times the contract price.

c. Be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the Surety to receive, authenticate and issue binding electronic bid bonds on behalf the Surety.

3.4.3 By submitting a Bid Bond via an electronic bid bond authorization number on the Bid Form and signing the Bid Form, the Bidder certifies that an electronic bid bond has been executed by a Surety meeting the standards required by the Bidding Documents and the Bidder and Surety are firmly bound unto the State of South Carolina under the conditions provided in this Section 3.4.

3.4.4 The Agency will retain the Bid Security of those Bidders being considered for award until an IDC has been executed, all bids are rejected, or the time specified in the Solicitation Documents for holding bids open has elapsed, whichever is earlier.

3.5 Submission of Bids: The Bidders shall submit their Bid, Bid Security, if any, and any other documents required by the Solicitation Documents to be submitted with the Bid, in a sealed opaque envelope. Unless hand delivered by the Bidder, the sealed envelope must be addressed to the Agency’s designated purchasing office as shown in the advertisement. The envelope shall be identified on the outside with the Project Name and Number, and the Bidder’s name and address. If the Bidder sends its bid to the Agency by mail or special delivery service (UPS, Federal Express, etc.), the envelope should be labeled “BID ENCLOSED” on the face thereof. Bidders hand delivering their bids shall deliver bids to the place of the bid opening as shown in the advertisement. Whether or not Bidders attend the bid opening, they shall give their bids to the Agency’s procurement officer or his/her designee as shown in the Advertisement prior to the time of the bid opening.

3.5.1 Each copy of the Bid submitted to the Agency shall be signed by the person(s) legally authorized to bind the Bidder to a contract. If the Bid is submitted by an agent of the Bidder, a current Power of Attorney certifying the agent’s authority to bind the Bidder shall be attached to the bid.

3.5.2 The Agency must receive Bids at the designated location before the time and date specified in the Solicitation Documents for receipt of Bids. The Agency will return bids received after the time and date for receipt of Bids unopened.

3.5.3 The official time for receipt of Bids will be determined by reference to the clock designated by the Agency’s Procurement Officer or his/her designee. The Procurement Officer conducting the Bid Opening will determine and announce that the deadline has arrived and no further Bids or bid modifications will be accepted. All Bids and bid modifications in the possession of the Procurement Officer at the time the announcement is completed will be timely, whether or not the bid envelope has been date/time stamped or otherwise marked by the Procurement Officer.

3.5.4 If an emergency or unanticipated event interrupts normal government processes so that Bids cannot be received at the government office designated for receipt of Bids by the exact time specified in the solicitation, the time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

**4. Conduct of Bid Opening and Consideration of Bids**

4.1 Bid Opening:

4.1.1 Agency will publicly open and read aloud Bids received on time.

4.1.2 At Bid Opening, Agency will announce the date and location of the posting of the Notice of Intent to Award IDC.

4.1.3 Agency will send a copy of the final Bid Tabulation to all Bidders within ten (10) working days of the bid opening.

4.1.4 If Agency determines to make an award, Agency will, after posting a Notice of Intent to Award IDC, send a copy of the Notice to all Bidders.

4.1.5 If only one Bid is received, Agency will open and consider the Bid.

4.2 Agency intends to award contracts in the number set forth in the Solicitation Documents to the lowest responsive and responsible bidders.

4.3 Bid Rejection: The Agency reserves the right to reject any and all bids.

4.3.1 Responsiveness:

4.3.1.1 The reasons for which the Agency will reject Bids include, but are not limited to:

a. Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;

b. Failure to deliver the Bid on time;

c. Failure to comply with Bid Security requirements, except as expressly allowed by law;

d. Listing an invalid electronic Bid Bond authorization number on the bid form;

e. Failure to bid an alternate, except as expressly allowed by law;

f. Failure to list qualified Subcontractors as required by law;

g. Showing any material modification(s) or exception(s) qualifying the Bid;

h. Faxing a Bid directly to the Agency or their representative; or

j. Failure to include a properly executed Power-of-Attorney with the Bid Bond.

4.3.1.2 The Agency may reject a Bid as nonresponsive if the prices bid are materially unbalanced between line items or sub line items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Agency, even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

4.3.2 Bidder Responsibility: Agency will make a determination of Bidder’s responsibility before awarding a contract. Bidder shall provide all information and documentation requested by the Agency to support the Agency’s evaluation of responsibility. Failure of Bidder to provide requested information is cause for the Agency, at its option, to determine the Bidder to be non-responsible.

4.4 Clarification: Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with a Bidder after opening for the purpose of clarifying either the Bid or the requirements of the Invitation for Bids. Such communications may be conducted only with Bidders who have submitted a Bid which obviously conforms in all material aspects to the Invitation for Bids and only in accordance with Appendix D (Paragraph A(6)) to the Manual for Planning and Execution of State Permanent Improvement, Part II. Clarification of a Bid must be documented in writing and included with the Bid. Clarifications may not be used to revise a Bid or the Invitation for Bids. [Section 11-35-1520(8); R.19-445.2080]

**5. tendering contract, certificates of insurance, and performance and payment bonds**

# 5.1 After expiration of the protest period, the Agency will tender a signed IDC to the successful Bidder(s). The Bidder(s) shall return the fully executed IDC to the Agency within seven (7) days thereafter. The Bidder(s) shall deliver the required proof of insurance and bonding capacity to the Agency not later than three (3) days following the date of execution of the IDC. Failure to deliver these documents as required shall entitle the Agency to consider the Bidder’s failure as a refusal to enter into a contract in accordance with the terms and conditions of the Bidder’s bid and to make claim on the bid security.

# 5.2 The IDC will be written on OSE form SE-680, Construction Services Indefinite Delivery Contract.

5.3 After the IDC is fully executed, the Agency may award work to the successful Bidder(s) by issuing a Delivery Order in the manner described in the SE-680 and SE-685, General Conditions to the SE-680.

**6. bidder certifications**

6.1 Certification of Independent Price Determination

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting a bid, the Bidder certifies that—

(1) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to—

(i) Those prices;

(ii) The intention to submit a bid; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

(b) Each signature on the Bid is considered to be a certification by the Signatory that the Signatory—

(1) Is the person in the Bidder’s organization responsible for determining the prices being offered in this Bid, and that the Signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2) (i) Has been authorized, in writing, to act as agent for the Bidder’s principals in certifying that those

 principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term “principals” means the person(s) in the Bidder’s organization responsible for determining the prices offered in this Bid];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Bidder deletes or modifies paragraph (a)(2) of this certification, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6.2 Drug Free Workplace: By submitting a bid, the Bidder certifies that Bidder will maintain a drug free workplace in accordance with the requirements of Title 44, Chapter 107 of South Carolina Code of Laws, as amended.

6.3 Certification Regarding Debarment and Other Responsibility Matters:

(a) (1) By submitting an Bid, Bidder certifies, to the best of its knowledge and belief, that-

(i) Bidder and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Bidder has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Bidder is unable to certify the representations stated in paragraphs (a)(1), Bid must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder’s responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

6.4 Ethics Certification: By submitting a bid, the Bidder certifies that the Bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

6.5 Restrictions Applicable to Bidders and Gifts: Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.*** (c) Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.

6.6 Iran Divestment Act Certification: (a) The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. The list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

6.7 Open Trade Representation (Jun 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

# 7. Miscellaneous provisions

7.1 Non-Resident Taxpayer Registration Affidavit - Income Tax Witholding:

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department’s website at: www.sctax.org

This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, SC 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898- 5383.

PLEASE SEE THE “NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING” FORM (FORM NUMBER I-312) LOCATED AT:

[http://www.sctax.org/Forms+and+Instructions/withholding/default.htm](http://www.sctax.org/Forms%2Band%2BInstructions/withholding/default.htm)

7.2 Contractor Licensing: Contractors and Subcontractors listed on the Bid Form who are required by the South Carolina Code of Laws to be licensed, must be licensed at the time of bidding.

7.3 Submitting Confidential Information: For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this solicitation or request, Bidder must separately mark with the word “PROTECTED” every page, or portion thereof, that Bidder contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked “TRADE SECRET” or “CONFIDENTIAL” or “PROTECTED,” (2) agrees that any information not marked, as required by these bidding instructions, as a “TRADE SECRET” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Bidder’s marking of documents, as required by these bidding instructions, as being either “CONFIDENTIAL” or “TRADE SECRET” or “PROTECTED”. By submitting a response, Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the State withholding information that Bidder marked as “CONFIDENTIAL” or “TRADE SECRET” or “PROTECTED”.

7.4 Posting of Notice of Intent to Award IDC:

Notice of Intent to Award, SE-670, willbe posted at the following location:

Room or Area of Posting:

Building Where Posted:

Address of Building:

WEB site address (if applicable):

Posting date will be announced at bid opening. In addition to posting the notice, the Owner will promptly send all responsive bidders a copy of the notice of intent to award and the final bid tabulation

7.5 Protest of Solicitation or Award: Any prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of intent to award is posted in accordance with Title 11, Chapter 35, Section 4210 of the South Carolina Code of Laws, as amended. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the State Engineer within the time provided. Any protest must be addressed to the CPO, Office of State Engineer, and submitted in writing (a) by email to protest-ose@mmo.sc.gov, (b) by facsimile at 803-737-0639, or (c) 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 e-mail address from which you sent your protest.

7.6 Solicitation Information From Sources Other Than Official Source: South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the bidder’s sole risk and is without recourse under the South Carolina Consolidated Procurement Code.

7.7 Installation Floater/Builder’s Risk Insurance: Agency insures its property through the South Carolina Insurance Reserve Fund. The Insurance Reserve Fund will not name a third party as an additional insured nor will it allow the Agency to waive subrogation. Pursuant to Section H of the SE-680, Agency may require Bidder to provide an installation floater or builder’s risk insurance when issuing a Delivery Order under the IDC.

7.8 Tax Credit for Subcontracting with Disadvantaged Small Businesses: Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the contractor’s income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor’s Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

7.9 Performance & Payment Bonds; Pursuant to SC Code Ann § 11-35-3030, when the Agency awards a Delivery Order to the Indefinite Delivery Contractor in excess of $50,000, the Contractor shall provide Performance and Payment Bonds each in the amount of 100% of the delivery order price. See Section H of the SE-680 for more details.

7.10 Other Special Conditions:

7.11 Special documents required to be submitted with the bid for this project include: