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

**BID SUBMITTED BY:**

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

**BID SUBMITTED TO:**

***(Owner’s Name)***

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

**REPRESENTATIVE PROJECT NUMBER:**

**IDC 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 SC Code § 11-32-3030(1), 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 that 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 Bidder agrees that this Bid may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that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. 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)*

The bid price shown above 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.

**§ 6.1 UNIT PRICES FOR REPRESENTATIVE PROJECT**:

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

**NOTE: These UNIT PRICES are ONLY for the Representative Project Delivery Order and Bidder is not required to honor these on future Deliver Orders under this IDC.**

 **UNIT OF**

**NO. ITEM MEASURE ADD DEDUCT**

 **1.**            **$ $**

 **2.**            **$ $**

 **3.**            **$ $**

 **4.**            **$ $**

 **5.**             **$ $**

 **6.**            **$ $**

**§ 7. 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.

**§ 7.1 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 the Delivery Order for this Work 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.

**§ 8. 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.

**§ 9. 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:**