



The Town of Summerville
 200 S. Main Street
 Summerville, South Carolina 29483
 (P) 843-851-4225
Rcornette@summervillesc.gov

August 18, 2023

Bid Number: N/A	Bids will be received until: September 28, 2023 2:00 p.m.
Bid Title: Springview Lane Drainage Improvements	
Mailing Date:	Direct Inquiries to: Russell Cornette
Vendor Name:	FEIN/SS#:
Vendor Address:	State Contractor #:
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

Invitation to Bid

Springview Lane Drainage Improvements

The Town of Summerville (hereinafter referred to as “Town”) is seeking sealed bids for the construction of a stormwater detention pond along with other stormwater improvements at 106 and 112 Springview Lane.

Bid packages will be available beginning **Wednesday, August 18, 2023** on the Town website (www.summervillesc.gov/rfp) under the Formal Sealed Bids/Proposals/Quotes menu. Sealed bids are due by **2:00 p.m. on Monday, September 28, 2023** and will be opened and publicly read in the 2nd floor training room at Summerville Town Hall Annex, located at 200 S. Main Street, Summerville, SC 29483. **Late bids will not be accepted, NO EXCEPTIONS.**

All inquiries and questions related to this project must be submitted in writing, via email, to the Town Engineer (rcornette@summervillesc.gov) so that they can be addressed through a posted addendum. All registered bidders will receive an e-mail notification when project addendums are posted. The cut-off date for questions is **Tuesday, September 21, 2023 at 12:00 p.m.** Any and all addendums issued will be posted to the Town’s website (www.summervillesc.gov/rfp) and will become an official part of the bid package. **All addendums will need to be signed and included with the submitted bid package.** Any bid packages which do not include the signed addendum(s) will be disqualified. The Town reserves the right to reject any and all bids, to waive all formalities and to award the contract as it appears to be in the best interest of the Town. The right is also reserved to hold any and all bids for a period not exceeding ninety (90) days from the opening thereof.

This solicitation does not commit the Town to award a bid or contract, to pay any cost incurred in the preparation of the response or to procure or contract for goods or services listed herein.

The Town reserves the right to reject any and all responses, to cancel this solicitation and to waive any technicality, if deemed to be in the best interest of the Town.



BIDDER REGISTRATION FORM Springview Lane Drainage Improvements

E-mail to: rcornette@summervillesc.gov

Bidders are required to submit this form via e-mail to become registered as a firm interested in this solicitation and to ensure receipt of any amendments to the solicitation referenced above. Please print clearly.

Company Name, as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Federal Tax ID (FEIN)/SS Number

Fax Number

SC General Contractors License

Cell Number

E-mail

TYPE OF BUSINESS ENTITY (*check one*):

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

____ Limited Liability Company

____ Other (*please specify*: _____)



Qualifications

1. Contractors shall be familiar with clearing, grubbing, grading, and storm drain infrastructure installation.
2. Contractors shall have the appropriate contractor's license to perform the scope of work outlined in this solicitation.
3. Each bid must be secured by a bid bond from an approved bonding or insurance company, authorized to do business in the State of South Carolina, in an amount not less than ten percent (10%) of the total bid amount.

Bid Process

The Town will conduct the selection of a licensed and qualified contractor and issue a contract award in the following manner:

- 1) This document will be made available to all interested bidders on the Town's website: www.summervillesc.gov/rfp
- 2) Bids will be received and evaluated as described in this contract bid package. The lowest qualified bid must be awarded the contract for the outlined project work.
- 3) At the conclusion of the bid process, qualified bids will be presented to Town officials for review and approval.
- 4) The Town will notify all registered bidders of the winning bidder of the contract award. A complete bid sheet will also be posted to the Town's website after the bid evaluation process has been completed.

Potential Schedule of Events

The following chart outlines the potential schedule of events, in order of occurrence, for project milestones:

MILESTONE EVENT	DATE
1. Bid Package Issuance	August 18, 2023
2. Deadline for Submittal of Questions	September 21, 2023, 12:00 p.m.
3. Bid Due Date	September 28, 2023, 2:00 p.m.
4. Bid Evaluation Completed	On or Before October 3, 2023
5. Contract Award	October 9, 2023
6. Project Begins	October 23, 2023
7. Project Completion	180 Days from Notice to Proceed



The Town reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, the Town may notify known and registered participants. The Town also reserves the right to issue addenda to this “Sealed Bid” up to seven days before the bid opening date, as necessary, to clarify the Town’s desire or to make corrections. The Bidder will acknowledge receipt of all addenda in their proposals.

Bid Submittal Instructions

Bidders must submit **one (1) original and two (2) copies** of their bid on or before **2:00 p.m.** (local time) on **Monday, September 28, 2023** to:

Town of Summerville
Attn: Russ Cornette
Director of Public Works
200 S. Main Street
Summerville, SC 29483

Bidders may mail or hand-deliver their “Sealed Bid” to the Town’s Purchasing Agent. Please show the “Bid Title” on the outside of any mailed package. The Town assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence, bidders should address envelopes to the Purchasing Agent and include the bid reference on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended that he/she return the enclosed “No Bid Response Form” to the Purchasing Agent.

- All bids should be clearly marked **Springview Lane Drainage Improvements**
- It will be the sole responsibility of the bidder to have their bids delivered to the Town Engineer before the scheduled bid opening. Any bid received after the Town Engineer has declared that the time set for the opening has arrived shall be rejected, unless the bid has been delivered to the Town Engineer’s office or the governmental bodies mail room which services the Town Engineer’s Agent prior to the bid opening [R.19-445.2070(H)].
- Bids having any erasures or corrections must be initialed in ink by the bidder. The bid must contain the signature of the duly authorized officer of the bidder and must be signed in ink.
- All bids must be valid for a period of ninety (90) days following the bid opening.
- Bids must address all requirements. Partial bids will be rejected.
- All costs incurred by the bidder in preparing this bid, or costs incurred in any other manner by the bidder in responding to this bid will be the sole responsibility of the bidder. All materials and documents submitted by the bidder in response to this solicitation become the property of the Town and will not be returned to the vendor.
- Any proprietary information contained in the proposal should be so indicated.



- Bids will be considered, as specified or attached hereto, under the terms and conditions of this solicitation.
- Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- Bidders are to include all applicable requested information and any additional information that they wish to be considered. Bid submittals should utilize bid sheet provided in this document.

BIDS SUBMITTED VIA FACSIMILE MACHINE, OR E-MAIL, WILL NOT BE ACCEPTED.



SPECIFICATIONS AND SPECIAL PROVISIONS

1. This project is funded by the South Carolina Infrastructure Investment Program (SCIIP) Grant. The Town of Summerville will be managing the project. All work shall be completed in accordance with Town of Summerville Stormwater Standards.
2. The scope of work for this project is to clear, grub, excavate and grade a 1.4-acre detention pond located at 106 and 112 Springview Lane in the Oakbrook area of Summerville, SC. Storm drain pipe and catch basin work is also included in the project.
3. Contractor shall supply and install a Series 35-1 Tideflex Check Valve or an equivalent product approved by the Town Engineer. The check valve will be installed on the 24" RCP outfall pipe at the rear of the apartment complex as shown on the plans.
4. Contractor is responsible for producing and supplying As-Built drawings of the completed project. As-built drawings shall be supplied as a hard copy on 24"x36" sheets and an AutoCAD file.
5. Contractor may work during daylight hours.
6. The Contractor shall provide proof of liability insurance and Worker's Compensation Insurance with his bid submittal.
7. Where necessary, the Contractor shall erect and maintain traffic control devices (barricades, warning signs, traffic cones, etc.) in accordance with the Manual of Uniform Traffic Control Devices, latest edition.
8. The Contractor is responsible for locating all existing utilities within the limits of the project and shall be responsible for repairing any damaged utilities at no cost to the Town.
9. Bids will be awarded on a unit cost basis. Bidders are highly encouraged to visit the job site before submitting bids.
10. Unit sum bid amounts shall include all necessary materials, tools, equipment, personnel and any other appurtenances required to perform the job with a high level of workmanship.
11. Any contractor who has not been contracted by the Town within the past five (5) years must submit at least three (3) references. The reference information shall include a contact name and phone number, type of project completed, date project was completed and the contract amount.



12. The Town reserves the right to waive minor inconsistencies in the bid packages and to reject any and all bids. The successful bidder shall be the Contractor who, in the sole opinion of the Town, will provide the highest quality project, in a timely and cost-efficient manner.
13. The bidder that is awarded the contract must submit/have a Town business license before starting work.
14. The time allowed to complete the outlined project work is **one hundred eighty (180)** calendar days from the Notice to Proceed date. For each day with inclement weather, when paving cannot occur, one day will be credited to the Contractor.

NOTICE OF DISCLAIMER:

This list of provisions is being provided to each bidder to aid in his ability to give a fair and competitive bid and should not be construed as a contract or any guarantee of the award of this bid. Instead, the listed provisions are only to assist the bidder in understanding what is expected and will be required of all Contractors bidding on this job.

Initials

Date

General Notes:

- A. The Contractor shall be responsible for clean-up of all debris resulting from his work. Any debris removed from the jobsite, by the Contractor, shall be lawfully disposed of at an approved landfill site.
- B. The Contractor shall provide protection of his work.
- C. The Contractor's work shall be performed in accordance with a schedule established after the award of the project contract.
- D. The Contractor shall provide evidence of Worker's Compensation, Commercial General Liability, Owners and Contractor's Protective Liability and Automobile Liability insurances, in compliance with the Town's established limits.

Initials

Date



GENERAL PROVISIONS/INSTRUCTIONS TO BIDDERS

1. Bids, amendments or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the Bidder's sole responsibility to ensure that all required bid documents are received by the Town at the time indicated in this solicitation document. Any withdrawal request received after the time of bid opening must have proper approval of the Town Engineer and Purchasing Agent.
2. Bidders must clearly mark as "**Confidential**" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The Town reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the Town, or its agents, for its determination in this regard.
3. By submission of a bid, the Bidder guarantees that all goods and services meet the requirements of the solicitation during the contract period.
4. All amendments to and interpretations of this solicitation shall be in writing and issued by the Town Engineer and/or Purchasing Agent. The Town shall not be legally bound by any amendment or interpretation that is not in writing.
5. All Addendum and Award Notices will be posted on the Town's website: www.summervillesc.gov/rfp, under the Formal Sealed Bids/Proposal/Quotes menu.
6. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000.00 or more.) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug Free Workplace Act. (See Act. No. 593, 1990 Acts and Joint Resolutions). By submission of a signed solicitation, you are certifying that you will comply with this act. (See Section 44-107-30).
7. This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Bidder to notify the Town, in writing, no later than five (5) business days prior to the scheduled due date and time.
8. The Town reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions or specifications deviation if deemed to be in the best interest of the Town.
9. Default: In case of default by the Contractor, the Town reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.



10. Price Condition: All prices shall be firm-fixed type, unless stated otherwise. Also, all submitted responses shall remain effective for a minimum period of ninety (90) calendar days.
11. Response Form: All responses shall be printed in ink or typewritten. When required, additional pages may be attached.

A “No Response” qualifies as a response; however, it is the responsibility of the Bidder to notify the Purchasing Agent if he receives solicitations that do not apply.
12. Response Period: All responses shall be good for a minimum period of ninety (90) calendar days.
13. Response Withdrawal: Any responses may be withdrawn prior to the established closing date and time, but not thereafter, without proper approval from the Town Engineer and Purchasing Agent.
14. Bidders’ Qualifications: The Town reserves the right to request satisfactory evidence of the Bidder’s ability to furnish services in accordance with the terms and conditions listed herein. The Town further reserves the right to make the final determination as to the Bidder’s ability to provide said services.
15. Insurance Requirements: The Contractor shall not commence work under this bid until he has obtained all insurance listed within this section and the designated Town Official and Town Attorney have approved such insurance coverage. Insurance certificates are required from the General Contractor, service providers and all subcontractors performing work on the project.

WORKER’S COMPENSATION INSURANCE: The Contractor shall provide and maintain during the life of this contract, the statutory Workers Compensation Insurance of \$1,000,000 as required by all applicable Federal, State, Maritime or other laws including Employers Liability for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Statutory Workmen’s Compensation and Employer’s Liability Insurance of \$1,000,000 for all of the latter’s employees to be engaged in such work. The requirements for Worker’s Compensation Insurance coverage will not be waived.

LIABILITY INSURANCE: The Contractor shall provide and maintain during the performance of work under this Bid, General Liability and Property Damage insurance in the following amounts, to protect himself, his agents and his employees from claims for damage for personal injury, including wrongful and accidental death and property damage which may arise from operations under this bid, whether such operations be performed by himself or his employees.

GENERAL LIABILITY \$1,000,000 Per Person /\$1,000,000 Each Occurrence
PROPERTY DAMAGE \$1,000,000 each Occurrence
AGGREGATE \$2,000,000

COMPREHENSIVE AUTOMOBILE LIABILITY. The Contractor shall provide and maintain during the performance of work under this bid, Comprehensive Automobile Liability Insurance, including protection for liability arising out of owned, non-owned and hired vehicles. The policy shall be extended to provide contractual coverage for the Hold Harmless Agreement, which is part of these Instructions to Bidders. The limits of liability shall be as follows:



BODILY INJURY \$1,000,000 Per Person/\$1,000,000 Each Occurrence
PROPERTY DAMAGE \$1,000,000 each Occurrence

EXCESS OR UMBRELLA LIABILITY with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Said insurance shall be written by a company or companies approved to do business in the state of South Carolina and acceptable to the Town. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the Town.

The Town, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the contract; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees or volunteers and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Town may possess.

Each insurance required by the Town shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party or reduced in coverage or in limits, except after thirty (30) days prior written notice has been given to the Town.

All certificates and endorsements must be received and approved by the Town within five (5) days after notification of the project award. It is required that the Town's Purchasing Agent receives an **original** certificate of insurance. Faxed copies are not acceptable. If you have any questions, please call 843-851-4215.

The Town shall withhold payments to the Contractor if the required certificates of insurance and endorsements are canceled or if the Contractor otherwise ceases to be insured as required herein.

16. Town Business License: The successful Contractor and any subcontractors, prior to execution of the contract, must possess or obtain a Town Business License. Such license must be maintained throughout the duration of the contract. Contact Brooke Garcia at 843-851-4215 to determine the exact amount or to ask other pertinent questions regarding doing business within the Town.
17. Bid and Performance Bonds: Each proposal must be secured by a bid bond from an approved bonding or insurance company, authorized to do business in the State of South Carolina, in an amount not less than ten percent (10%) of the total bid amount. The Bid Bond must be duly executed by the Bidder, as principal, and issued by a surety authorized to conduct business in South Carolina. Upon award, the Town shall require from the Contractor a satisfactory bond or security for the proper performance of the contract in an amount equal to the total amount of the award.
18. Bidders' Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions relevant to the execution of the work outlined in this bid solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of



a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the awarded contract.

19. Exceptions and Deviations: Any bid that does not meet the specifications and design criteria must be accompanied by documentation identifying and justifying all exceptions and deviations.
20. Governing Laws: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the First Judicial Circuit of Dorchester County, St. George, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.
21. 7 % S. C. Sales Tax: Shall be added to the purchase order resulting from this solicitation. However, lump sum bid responses shall **include** all applicable taxes as a separate line item.
22. Prompt Payment Discount Terms: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
23. "Or Approved Equal": Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Town reserves the right to select the items that, in its judgment, are best suited to its needs based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc. of the item bid if not exactly the same as the item specified. The Vendor's stock number or catalog number is not sufficient to meet this requirement.
24. Contract Period (if applicable): The initial term of the Agreement shall be for a period of one hundred and eighty days (180) days. The Town reserves the right to extend the Agreement if it determines an extension is in its best interest; said extension will be set by the Town for a period appropriate to complete remaining work.
25. Rejection: The Town of Summerville reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared with the same or other bids if such action is in the best interest of the Town.
26. Correction of Errors on This Bid Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out and any corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the specified time for bid opening.
27. Non-Appropriation: If Summerville Town Council fails to appropriate or authorize the expenditure of sufficient funds to provide for the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Town.
28. Force Majure: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the



Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

29. Arbitration: Under no circumstances and with no exception will the Town act as an Arbitrator between the Contractor and any Subcontractor.
30. Indemnification: The Town, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Town or failure of the Town to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
31. Guarantee: The Vendor/Contractor shall state his normal warranty and any extended warranties where available.
32. Save Harmless: (This General Condition **Does Not** Apply to Solicitations for Service Requirements). The successful bidder shall indemnify and save harmless the Town and its officials and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. The Bidder shall have no liability to the Town if such patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to the Bidder by the Town.
33. Publicity Releases: The Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Town.
34. Quality of Products: (This General Condition **Does Not** Apply to Solicitations for Printing or Service Requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging.
35. S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
36. Termination for Cause and Convenience: The contract may be terminated in whole or in part as follows:



- i. By the Grantee, if a contractor fails to comply with the terms and conditions of the SCIIP award;
- ii. By the Grantee, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- iii. By the Grantee with the consent of the contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- iv. By the Grantee upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, the Grantee may terminate the contract in its entirety; or
- v. By the Grantee pursuant to termination provisions included in the SCIIP award.

The remedies identified above, do not preclude the contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Grantee shall have the right to demand a refund, either in whole or part, of the funds provided to the contractor for noncompliance with the terms of this Contract.

37. Administrative, Contractual, and Legal Remedies

In addition to any of the remedies described elsewhere in the contract, if the contractor materially fails to comply with the terms and conditions of this contract, including any federal or state statutes, rules or regulations, applicable to this contract, RIA or the Grantee may take one or more of the following actions:

- i. Temporarily withhold payments pending correction of the deficiency by the contractor;
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspend or terminate this Contract; and
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Grantee shall have the right to demand a refund, either in whole or part, of the funds provided to the contractor for noncompliance with the terms of this Contract.

38. Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,



available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- ii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
39. Debarment and Suspension (Executive Orders 12549 and 12689)
- i. The Contractor certifies that it is not listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

40. This project is being funded in whole or in part by the South Carolina Infrastructure Investment Program (SCIIP), which is administered by the South Carolina Rural Infrastructure Authority (RIA) and funded by federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All federal SLFRF requirements and SCIIP requirements



will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. Respondents on this work will be required to comply with all applicable federal regulations, including those listed in this bid package.

41. Contract Work Hours and Safety Standards Act

- i. The Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

42. Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of authorized Town officials or employees.

43. Item Substitution: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). No substitutes will be allowed on an issued purchase order without permission from the Town.

44. Restriction/Limitations: No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.

45. Purchases From Other Sources: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). The Town reserves the right to bid separately any unusual requirements or large quantities of the items specified in the proposed contract.

46. Gratuities and Kickbacks

- a. Gratuities: It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.
- b. Kickbacks: It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor or order.



NO BID RESPONSE FORM

Bid Number:	N/A	Bids will be received until:	September 28, 2023 2:00 p.m.
Bid Title: Springview Lane Drainage Improvements			
Mailing Date:	Direct Inquiries to: Russ Cornette		
Vendor Name:	FEIN/SS#:		
Vendor Address:			
City – State – Zip:			
Telephone Number:	Fax Number:		
Minority or Women Owned Business:			
Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If so, please provide a copy of your certificate with your response.			
Authorized Signature:	_____	Title:	_____
Date:	_____		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.			

To submit a “No Bid” response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond, your name may be removed from the bidders list.

Please check statement(s) applicable to your “No Bid” response

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments: _____



CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him or herself with the information contained within this entire solicitation and applicable amendments, submits the attached bid, and other applicable information to the Town of Summerville, which I verify to be true and correct to the best of my knowledge. I further certify that this bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this bid. ***By submission of a signed bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name, as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Remittance Address

Fax Number

City, State, Zip

Cell Number

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

SC General Contractors License

SC Sales Tax Number

TYPE OF BUSINESS ENTITY (*check one*):

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

____ Limited Liability Company

____ Other (*please specify*: _____)

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The Town of Summerville shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.



BID SCHEDULE
Springview Lane Drainage Improvements

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Item Cost</u>
Mobilization	LS	1		
Const. Stakes Lines & Grades	EA	1		
Traffic Control	EA	1		
As-built Construction Plans	EA	1		
Clearing & Grubbing	AC	1.58		
Removal and Disposal of Exist JB and DI	EA	3		
Unclassified Excavation	CY	10582		
Muck Excavation	CY	390		
Maintenance Stone	TON	50		
15" Smooth Wall Pipe (HDPE)	LF	40		
24" Smooth Wall Pipe (HDPE)	LF	20		
Drop Inlet (24"x36")	EA	1		
Catch Basin - Type 9 MH	EA	1		
Concrete Sidewalk (4" Uniform)	SY	6		
Permanent Cover	AC	1.58		
Straw or Hay Mulch with Tackifier	AC	1.58		
Fertilizer (Nitrogen)	LB	158		
Fertilizer (Phosphoric Acid)	LB	158		



Fertilizer (Potash)	LB	158		
Agricultural Granular Lime	LB	3160		
Tree Protection	EA	8		
Mowing	AC	1.58		
Silt Fence	LF	1160		
Replace/Repair Silt Fence	LF	116		
Removal of Silt Ret. By Silt Fence	LF	290		
Inlet Structure Filter - Type A	EA	1		
Stabilized Constr. Entrance	SY	1091		
Tideflex Series 35-1 Check valve or Equivalent	EA	1		
Total				

The above unit prices include all labor, materials, equipment, haulage, services, overhead, profit, insurance, and other incidentals to cover the complete work.

Submittal of this bid indicates the Bidder's compliance with the specifications or explanation of deviations, if applicable. These specifications are the minimum requirements for the outlined scope of project work. **Any** and **ALL** exceptions to these specifications shall be noted. A full explanation of the deviation, as to what is proposed, shall be provided on a separate page entitled "Exceptions to Specifications".

Start date required after receipt of Notice to Proceed- _____

Will you offer a prompt payment discount? Yes [] or No [] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the Town or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", ENTITLED "PAYMENT DISCOUNTS".



Bidder Checklist

- Completed Bid Schedule
- Bidder Registration Form
- Bid Bond
- Contractor's License
- Certificate of Familiarity
- Addendum's
- Proof of Liability Insurance
- Required Reference Information if Necessary
- Other: _____