



The Town of Summerville
 200 S. Main Street
 Summerville, South Carolina 29483
 (P) 843-851-4225 (F) 843-832-8182
mbeltz@summervillesc.gov

October 23, 2017

Bid Number: N/A	Bids will be received until: November 21, 2017- 2:00 p.m.
Bid Title: Marymeade Roadway Extension	
Mailing Date:	Direct Inquiries to: Michelle Beltz, Purchasing Agent
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

Marymeade Roadway Extension

The Town of Summerville (hereinafter referred to as “Town or “Owner”) is seeking sealed bids for the construction of Marymeade Drive Extension. Project work will entail Site Preparation, Roadway Construction, and Storm Drain Installation.

Bid packages will be available beginning Monday, October 23, 2017 on the Town website (www.summervillesc.gov) under the Formal Sealed Bids/Proposals/Quotes menu. Sealed bids are due by **2:00 p.m. on Tuesday, November 21, 2017**, and will be opened and publicly read in the 2nd floor training room in the 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 e-mail, 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, November 14, 2017 at 12:00 p.m.** Any and all addendums issued will be



posted to the Town's website, (www.summerville.sc.us), under the Formal Sealed Bids/Proposals/Quotes menu 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 package submittals which do not include the signed addendum(s) will be disqualified- **NO EXCEPTIONS.**

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
Marymeade Roadway Extension**

Mail to: Michelle Beltz
200 South Main Street
Summerville, SC 29483

(or) E-mail to: mbeltz@summervillesc.gov

Bidders are required to submit this form, via e-mail or fax, 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*: _____)



Contractor Qualification and General Requirements

1. Contractors shall be familiar and experienced with the type of work involved with this project including site preparation, roadway construction, and storm drain construction under SCDOT standards.
2. Contractors shall have the appropriate license(s) to perform the scope of work outlined in this bid solicitation. Necessary licenses must remain active and valid throughout the duration of the contract term. **A copy of each bidder's current contractor's license should be attached to his/her bid package submittal.**
3. 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.
4. Bidders must submit at least three (3) in-state references if they have not had contracted work with the Town during the past five (5) years. The reference information shall include a contact name and phone number, type of project completed, date project was completed and the contract amount.
5. Bidders may not be debarred from participating in Federal contracts and cannot have any claims filed against them, in any state, for not complying with requirements of the Davis Bacon Act and prevailing wage rates.
6. The Contractor shall be responsible for clean-up of all debris resulting from his/her work. Any debris removed from the jobsite, by the Contractor, shall be lawfully disposed of at an approved landfill site.
7. The Contractor shall provide protection of his/her work.
8. The Contractor's work shall be performed in accordance with the project schedule outlined in the Schedule of Events Section.
9. 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 of Summerville's limits.

Initials

Date



Bid Process

The Town will conduct the selection of a 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), under the Formal Sealed Bids/Proposals/Quotes menu.
2. Bid submittals will be received and evaluated as described in this solicitation package. The lowest qualified bidder may 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 final review and approval. After a formal contract is signed with the winning, approved bidder, a Notice to Proceed will be issued to the winning bidder.
4. A certified bid tabulation sheet will be posted to the Town’s website after the bid evaluation process has been completed.

Schedule of Events

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

MILESTONE EVENT	DATE
1. Bid Package Issuance	October 23, 2017
2. Deadline Submittal for Questions	November 14, 2017- 12:00 p.m.
3. Bid Due Date	November 21, 2017- 2:00 p.m.
4. Bid Evaluation Completed	On or before November 30, 2017
5. Contract Award	December 11, 2017
6. Project Begins	Within 30 Days of Contract Award
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, via submittal of signed addenda, with his/her bid package.



Bid Submittal Instructions

Bidders must submit **one (1) original and two (2) copies** of their bid on or before 2:00 p.m. on Tuesday, November 21, 2017 to:

Town of Summerville
ATTN: Michelle Beltz
Purchasing Agent
200 South Main Street
Summerville, SC 29483

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

- It will be the sole responsibility of the bidder to have his/her bid delivered to the Purchasing Agent before the scheduled bid opening. Any bid received after the Purchasing Agent has declared that the time set for the bid opening has arrived shall be rejected, unless the bid has been delivered to the appropriate Town Hall office or the governmental bodies mail room prior to the bid opening [R.19-445.2070(H)].
- Bids having any erasures or corrections **must** be initialed **in ink** by the bidder.
- 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 bidder.
- 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 the bid sheet provided in this document.
- Any bid amendments or withdrawal requests must be received by the time advertised for bid opening in order to be timely filed. It is the Bidder's sole responsibility to ensure that amendment submissions or withdrawal requests are received by the Town Engineer prior to the scheduled bid opening. Any amendment requests received after the time of the scheduled bid opening will not be considered. Any withdrawal requests received after the time of the scheduled bid opening must have proper approval of the Town Engineer and other Town administration officials.
- Due to the possibility of negotiation with any bidder submitting a bid which appears to be eligible for contract award, pursuant to the selection criteria set forth in this bid, the Town reserves the right to select the bid that appears to be in its best interest and to negotiate with any of the prospective bidders.

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



GENERAL SPECIFICATIONS AND SPECIAL PROVISIONS

1. All clearing, grubbing, earthwork, drainage, curb & gutter, sidewalk, asphalt work as well as all associated project work shall be completed in accordance with the South Carolina Department of Transportation Standard Specifications for Highway Construction, 2007 Edition.
2. The scope of the work for this project will take place at the end of Marymeade Drive to the end of Jockey Court within the Town as shown on the construction drawings. Construction access will only occur from Marymeade Drive unless prior approval from the Town Engineer is given to access the project from another location. All project work shall be performed in accordance with the approved plans available with this solicitation package.
3. The Contractor shall provide proof of liability insurance and Worker's Compensation Insurance with bid submittal.
4. Unless otherwise approved by the Town Engineer, all work shall be performed between 7:00 a.m. and 7:00 p.m.
5. 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.
6. 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 of Summerville or Summerville CPW.
7. Bids will be awarded on a lump sum basis. Bidders are highly encouraged to visit the job site before submitting bids.
8. Unit sum bid amounts shall include all necessary materials, tools, equipment, personnel, and any other appurtenances required to perform the job with a high manner of workmanship.
9. Any contractor who has not been contracted by the Town of Summerville within the past five years must submit at least three references. The reference information shall include a contact name and phone number, type of project completed, date project was completed, and the contract amount.
10. 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 of Summerville, will provide the highest quality project, in a timely manner. The successful bidder may or may not be the lowest bidder.
11. Both the Contractor that is awarded the contract and any utilized Subcontractors must submit for or have a current, active Town of Summerville business license before starting work.



12. The time allowed to complete the work is one hundred eighty (**180**) calendar days from the Notice to Proceed date. For each day with inclement weather, when work cannot occur, one day will be credited to the Contractor.

13. The project work area shall be kept clean and free of debris. The area should be cleaned and secured at the end of each work day. Work must be coordinated with residents where driveway work will be completed to minimize disruption or resident access.

NOTICE OF DISCLAIMER:

This list of requirements 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 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 time of bid opening must have proper approval of the Town Engineer.
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. The Town reserves the right to award this solicitation by line item, by lot or by total using the award method that is in the best interest of the Town, unless stated otherwise elsewhere in this solicitation.
5. All amendments to and interpretations of this solicitation shall be in writing and issued by the Town Engineer. The Town shall not be legally bound by any amendment or interpretation that is not in writing.
6. All Addendum and Award Notices will be posted on the Town's website: www.summervillesc.gov, under the Formal Sealed Bids/Proposal/Quotes menu.
7. 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, the Bidder certifies that he/she will comply with this act. (See Section 44-107-30).
8. 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.
9. 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.



10. 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.
11. Price Condition: All prices shall be firm-fixed type, unless stated otherwise.
12. 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 Town if you receive solicitations that do not apply.
13. Response Period: All responses shall remain effective for a minimum period of ninety (90) calendar days.
14. 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.
15. 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.
16. Insurance Requirements: The Contractor shall not commence work under this Bid until he/she 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: During the life of this contract, the Contractor shall provide and maintain Statutory Workers Compensation Insurance of \$1,000,000, as required by all applicable Federal, State, Maritime or other laws, including Employer's Liability for all of his employees who will be engaged in work on the contracted project outlined herein. In the event any such project work is sublet, the Contractor shall similarly require all subcontractors to provide Statutory Worker'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: During the life of this contract, the Contractor shall provide and maintain General Liability and Property Damage Insurances to protect himself, his agents and his employees from claims for damage and personal injury, including wrongful and accidental death and property damage which may arise from operations under this Contract, whether such operations be performed by himself or his employees. Required insurance amounts are as follows:

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: During the life of this contract, the Contractor shall provide and maintain 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 insurances 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's 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 receives an **original** certificate of insurance. Faxed copies are not acceptable.

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.

17. **Town Business License:** Prior to execution of the project contract, the successful Contractor and any subcontractors must obtain or possess an active Town of Summerville Business License. Such license must be maintained throughout the duration of the contract. Contact the Town's Business License Department at (843) 851-4215 to determine the exact amount for licensure or to ask other pertinent questions regarding doing business within the Town.
18. **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.

19. 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.
20. 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.
21. 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.
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 may be described in bid specifications and/or on included 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 the needs of the Town 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. 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 eighty (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. Award Process: The Town shall select the most competitive response on the terms which are considered to be most advantageous for the Town. However, final approval may rest with members of the Town Council.
26. Rejection: The Town 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.
27. Correction of Errors on This Bid Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, 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.

28. Non-Appropriation: If Summerville Town Council fails to appropriate or authorize the expenditure of sufficient funds to provide 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.
29. 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, the Contractor shall not be liable 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.
30. Arbitration: Under no circumstances and with no exception will the Town act as an Arbitrator between the Contractor and any Subcontractor.
31. Indemnification: The Town, its officials and its 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.
32. Guarantee: The Vendor/Contractor shall state his normal warranty and any extended warranties where available.
33. 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.
34. 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.
35. 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.

36. 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.
37. Termination: Subject to the provisions below, the Town may terminate the contract, for any reason, provided a thirty (30) day advance notice, in writing, is given to the Contractor.
 - a. Termination For Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the Town without the required thirty (30) day advance written notice, the Town may negotiate reasonable termination costs, if applicable.
 - b. Termination For Cause: Termination of the contract by the Town for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply. (See General Provisions #1 - Default).
38. Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of authorized Town officials or employees.
39. 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 authorized Town officials or employees.
40. Restriction/Limitations: Prior to the official awarding of this contract, no purchases of any item(s) listed in this solicitation are authorized. Likewise, the purchase of any item(s) not listed in this solicitation are not authorized prior to contract award.
41. 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 this proposed contract.
42. 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 bid 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 person associated therewith, as an inducement for the award of a subcontract or order.



NO BID RESPONSE FORM

Bid Number:	N/A	Bids will be received until:	November 21, 2017 - 2:00 p.m.
Bid Title:	Marymeade Roadway Extension		
Mailing Date:	Direct Inquiries to: Michelle Beltz, Purchasing Agent		
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 FORM

**To: Town of Summerville
200 South Main St.
Summerville, SC 29483**

For: MARYMEADE ROADWAY EXTENSION

Proposal of _____ (Name)

_____ (Address)

This proposal must be filled in by the bidder, printed in ink or typewritten, the unit prices in numbered figures in the blank space provided for each item when a quantity is given. The unit prices in numbered figures will be considered as being the prices bid. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

For complete information concerning the proposal requirements, see Instruction to Bidders.

Pursuant to the requirements of the Contract Documents, the undersigned submits this proposal and encloses herewith as a proposal guaranty, a check* in the amount of \$ _____ drawn to the order of the Town of Summerville which, it is understood, will be retained by the Town of Summerville as liquidated damages if the undersigned bidder fails within ten (10) days after receipt of notice from the Town of Summerville of the award to qualify or execute the Contract Agreement and furnish the Contract bonds. Following qualification and execution, the proposal guaranty checks of the three (3) low bidders will be returned.

Having carefully examined the contract documents and the site of the work, the undersigned herein agrees to furnish all necessary labor, material, and equipment for the performance of the work required under said Contract.

***Bank cashier, bank treasurer, certified check, or bid bond**

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____



**MARYMEADE ROADWAY EXTENSION
 BID - SCHEDULE OF PRICES**

Item Number	Description	EST. QUANT.	UNIT MEASURE	UNIT PRICE	TOTAL PRICE
CONTRACTORS GENERAL CONDITIONS					
1	Mobilization	1	LS		
2	Stakes, Lines and Grades	1	LS		
3	Maintenance and Protection of Traffic	1	LS		
4	As-Built Drawing	1	LS		
CONTRACTORS GENERAL CONDITIONS TOTAL					\$
SITE PREPARATION / DEMOLITION / EROSION CONTROL					
5	Clear and Grub	1.95	Acres		
6	Top Soil Removal and Disposal (Assumed 8")	2,200	CY		
7	Construction Entrance	1	EA		
8	Silt Fence	6,000	LF		
9	Rip-rap Inlet/Outlet Protection	6	EA		
10	Erosion Control Blanket	3,500	SY		
11	Inlet Protection	6	LS		
13	Demolish Existing Storm Drain	1	LS		
14	Temporary Seeding	5,000	SY		
15	Permanent Seeding	5,000	SY		
SITE PREPARATION / DEMOLITION / EROSION CONTROL TOTAL					\$
ROADWAY					
17	Suitable Fill Material	10,200	CY		
18	24" Curb and Gutter	2,910	LF		
19	8" G.A.B.C Base (Based on 130 lb/cf)	1,900	Ton		
20	2.5" Asphalt Binder Course	3,900	SY		
21	1.5" Asphalt Surface Course	3,900	SY		
22	5' Wide Concrete Sidewalk	810	SY		
23	Signage and Thermoplastic Pavement Markings	1	LS		
24	3" Diameter Electrical Conduit for Street Lights	2,910	LF		
ROADWAY TOTAL					\$
STORM DRAINAGE					
25	Curb Inlet (Type 17)	4	EA		
26	Curb Inlet (Type 18)	2	EA		



Item Number	Description	EST. QUANT.	UNIT MEASURE	UNIT PRICE	TOTAL PRICE
27	24" RCP	110	LF		
25	42" RCP (include stone bedding)	48	LF		
26	24" Beveled End Section	4	EA		
27	42" Beveled End Section	2	EA		
28	Sewer Manhole Rims Raised	5	EA		
STORM DRAINAGE TOTAL					\$
LANDSCAPING					
16	Landscaping (Ligustrums or Wax Myrtles)	55	EA		
LANDSCAPING TOTAL					\$
TOTAL BID					\$

Total amount of Base Bid in Words:

1.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.



1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.02 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. Bidder Qualification Statement.
- C. Other forms listed in Attachment A.

1.03 This Bid is submitted by: _____

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)



Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in [State where Project is located] is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



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

Submittal of bid indicates your compliance with the specifications or explanation of deviations, if applicable. These specifications are the minimum requirements for the outline 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 "GENERAL PROVISIONS/INSTRUCTIONS TO BIDDERS, NUMBER 23."



Bidder Checklist

- Bidder Registration Form
- Completed Bid Schedule
- Bid Bond
- Contractor's License
- Certificate of Familiarity
- Signed Addendum(s) (if applicable)
- Proof of Liability/Worker's Compensation Insurances
- Reference Information (if required)