The Town of Summerville
200 S. Main Street
Summerville, South Carolina 29483
(P) 843-851-4225 (F) 843-871-0634
Rcornette@summervillesc.gov

September 23, 2016

Bid Number: N/A	**Bids will be received until:** October 27, 2016 2:00 p.m.
Bid Title: 2016 Asphalt Repair and Resurfacing	
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? ☐ Yes ☐ 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

2016 Asphalt Repair and Resurfacing

The Town of Summerville (hereinafter referred to as "Town") is seeking sealed bids for asphalt resurfacing and full depth patching for state and local roads in the Town. The following roads are included in this solicitation:

Town Roads	State Roads
Swift Court	Wassamassaw Road (S-18-187)
Ruston Place	Country Club Blvd (S-18-220)
Lilac Drive	Pinehurst Avenue (S-18-273)
Hutson Drive	Tea Farm Road (S-18-172/447)
Cornwell Court	Graham Lane (S-18-676)
Sawtooth Lane	
Jigsaw Road	
Wainwright Manor	
Fripp Lane	
Shenandoah Court	
Pressley Avenue	
Springview Lane	
Evesham Drive	
York Court	
Alwyn Boulevard	

Bid packages will be available beginning Thursday, September 15, 2016 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 Thursday, October 27, 2016** 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 **Monday, October 17, 2016 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 an 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
2016 Asphalt Repair and Resurfacing

E-mail to: MBeltz@summervillesc.gov
Fax to: **843-871-0634**

Bidders are required to submit this form to the Purchasing Agent, 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:* _____)

Qualifications

1. Contractors shall be familiar with asphalt patching, paving, and resurfacing under SCDOT specifications.

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 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 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.

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	September 23, 2016
2. Deadline for Submittal of Questions	October 17, 2016, 12:00 p.m.
3. Bid Due Date	October 27, 2016, 2:00 p.m.
4. Bid Evaluation Completed	On or Before November 1, 2016
5. Contract Award	November 7, 2016
6. Project Begins	November 28, 2016
7. Project Completion	60 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 Thursday, October 27, 2016 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 **2016 Asphalt Repair and Resurfacing**.
- 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.

- 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 FACSIMLE MACHINE, OR E-MAIL, WILL NOT BE ACCEPTED.

SPECIFICATIONS

1. This project is funded by the Town of Summerville and the Dorchester County Transportation Committee. All work shall be completed in accordance with the South Carolina Department of Transportation Standard Specifications for Highway Construction, 2007 Edition.

2. The scope of work for this project is to full depth patch and resurface several state and local roads located in the Town of Summerville. See attached maps for location of each road and site.

3. The Contractor shall provide proof of liability insurance and Worker's Compensation Insurance with his bid submittal.

4. Unless otherwise approved by the Town Engineer, all work shall be performed in daylight hours.

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. The Contractor will also be responsible for providing risers for all utilities to match the new grade of resurfaced roads, such as manholes, and valve boxes.

7. Bids will be awarded on a lump sum basis. Bidders are highly encouraged to visit the job sites 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 level of workmanship.

9. The Town will recognize the latest SCDOT Asphalt Liquid Adjustment Index for pricing of this project.

10. Pavement markings and permanent raised pavement markers shall be reapplied to roads that currently have pavement markings and permanent raised pavement markers. ALL STATE ROADS will have new raised pavement markers. All pavement markings and permanent raised pavement markers shall meet SCDOT Standard Specifications for Highway Construction, 2007 Edition, Sections 625, 627 and 630. After resurfacing, no more than thirty (30) days, permanent pavement markings shall be applied with thermoplastic.

11. The Contractor shall resurface back to the radius returns of all intersecting streets along the streets identified for resurfacing.

12. Asphalt Paving, Resurfacing, and Patching

    A. All asphalt resurfacing on roads shall be applied at a rate of 150 lbs. per square yard of SCDOT Hot Mixed Asphalt Type C Surface Course. The Contractor shall submit the asphalt mix design before construction begins. The Contractor is to ensure that all existing pavement surface is clean before paving a new asphalt surface course.
    B. An allowance quantity for Full Depth Patching (FDP) is included in the bid documents. Full Depth Patching is required when the pavement and rock base has failed due to water intrusion, where and tear, or other external sources. FDP will be milled and/or saw-cut and excavated out 4" in depth and paved 4" in depth to meet the existing pavement grade.

13. 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.

14. 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. The successful bidder may or may not be the lowest bidder.

15. The bidder that is awarded the contract must submit/have a Town business license before starting work.

16. The time allowed to complete the outlined project work is sixty (60) 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.

17. Roads being paved or resurfaced with earthen shoulder shall have the shoulders graded and filled so as to not leave more than a 1" drop off from the edge of pavement after resurfacing. Resurfacing unit price shall include any additional cost for required shoulder fill or grading.

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/INSTRCTIONS 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. 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 and/or Purchasing Agent. 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\rfp, 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, you are certifying that you 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.

11. 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.
12. 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.

13. 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.

14. Response Period: All responses shall be good for a minimum period of ninety (90) calendar days.

15. 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.

16. 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.

17. 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'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's Purchasing Agent receives an **original** certificate of insurance. Faxed copies are not acceptable. If you have any questions, please call 843-851-4205.

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.

18. 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 Marion Falcon at (843) 851-4215 to determine the exact amount or to ask other pertinent questions regarding doing business within the Town.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Prompt Payment Discount Terms: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

25. "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.

26. Contract Period (if applicable): The initial term of the Agreement shall be for a period of sixty (60) 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.

27. 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 Town Council.

28. 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.

29. 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.

30. 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.

31. 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 Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

32. Arbitration: Under no circumstances and with no exception will the Town act as an Arbitrator between the Contractor and any Sub-Contractor.

33. 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.

34. Guarantee: The Vendor/Contractor shall state his normal warranty and any extended warranties where available.

35. 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.

36. 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.

37. 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.

38. 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.

39. Termination: Subject to the provision below, the contract may be terminated for any reason by the Town, 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) days advance written notice, then the Town may negotiate reasonable termination costs, if applicable.

    b. Termination For Cause: Termination 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) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Provisions #1 - Default)

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

41. 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.

42. 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.

43. 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.

44. 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:** October 27, 2016 2:00 p.m.
Bid Title: 2016 Asphalt Repair and Resurfacing	
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? ☐ **Yes** ☐ **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

2016 Asphalt Repair and Resurfacing

Bid No.	Bid Item Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	LS		
2.	Traffic Control	1	LS		
3.	150lbs/SY Type C Asphalt Surface Course (Town Roads)	46,500	SY		
4.	150lbs/SY Type C Asphalt Surface Course (State Roads)	16,370	SY		
5.	Full Depth Patch Allowance (Town Roads)	2,000	SY		
6.	Full Depth Patch Allowance (State Roads)	4,650	SY		
7.	Yellow Temporary Centerline Paint (Wassamassaw Road.)	2,515	LF		
8.	Yellow Thermoplastic Centerline (Wassamassaw Road)	2,515	LF		
9.	Raised Pavement Markers (State Roads)	185	EA		
10.	24" Wide Thermoplastic Stop Bars	500	LF		
11.	Thermoplastic Pavement Markings (Tea Farm Road)	1	LS		
12.	Parking Lot Striping with Paint (Pressley Avenue)	1	LS		
		TOTAL PRICE			

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)

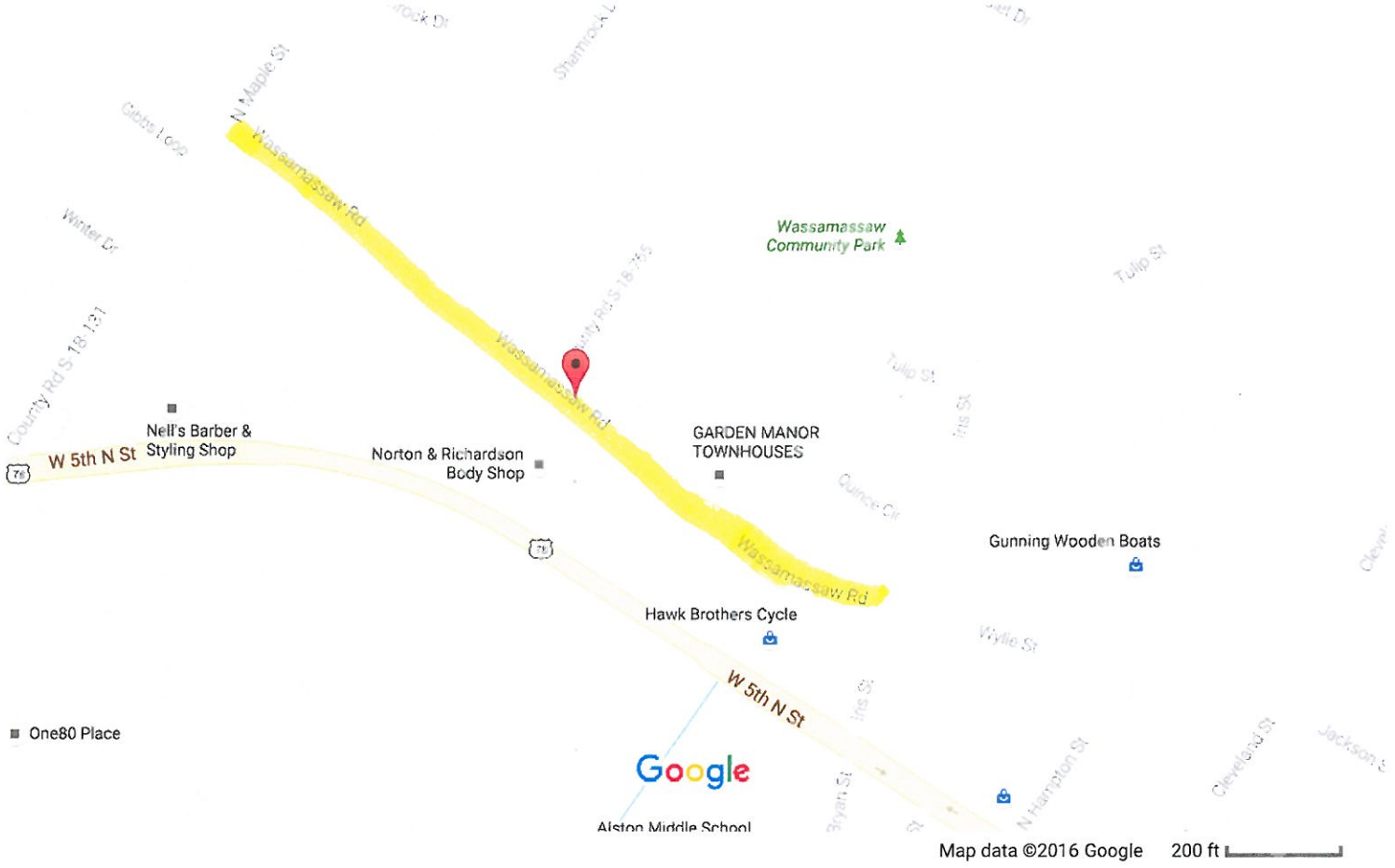
If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the Town or the date a proper invoice is received, whichever is later.

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: _____

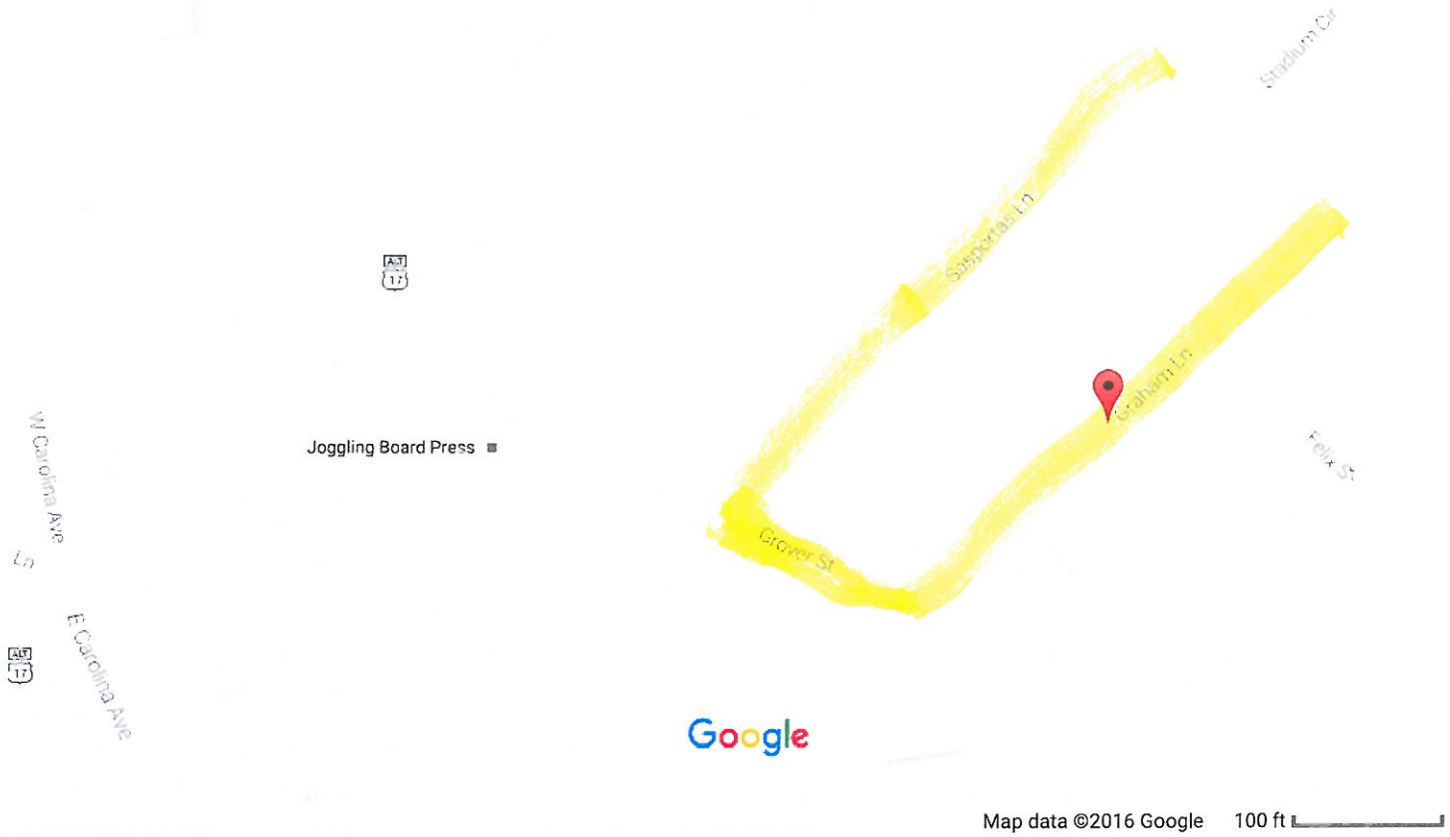
Google Maps Wassamassaw Rd



Google Maps

Golf Rd
Tea Farm Rd
S Main St
Donna Dr
Pinecrest Blvd
Mary St
W Johnston St
Johnston St
Boone Hill Pkwy
17
Pinehurst Ave
Sebring Dr
W Walker Dr
E Walker Dr
Race Club Rd
Rainbow Rd
Old Holly Ln
W Shepard Ln
E Shepard Ln
Summerville Country Club
Country Club Blvd
Google
Map data ©2016 Google
200 ft

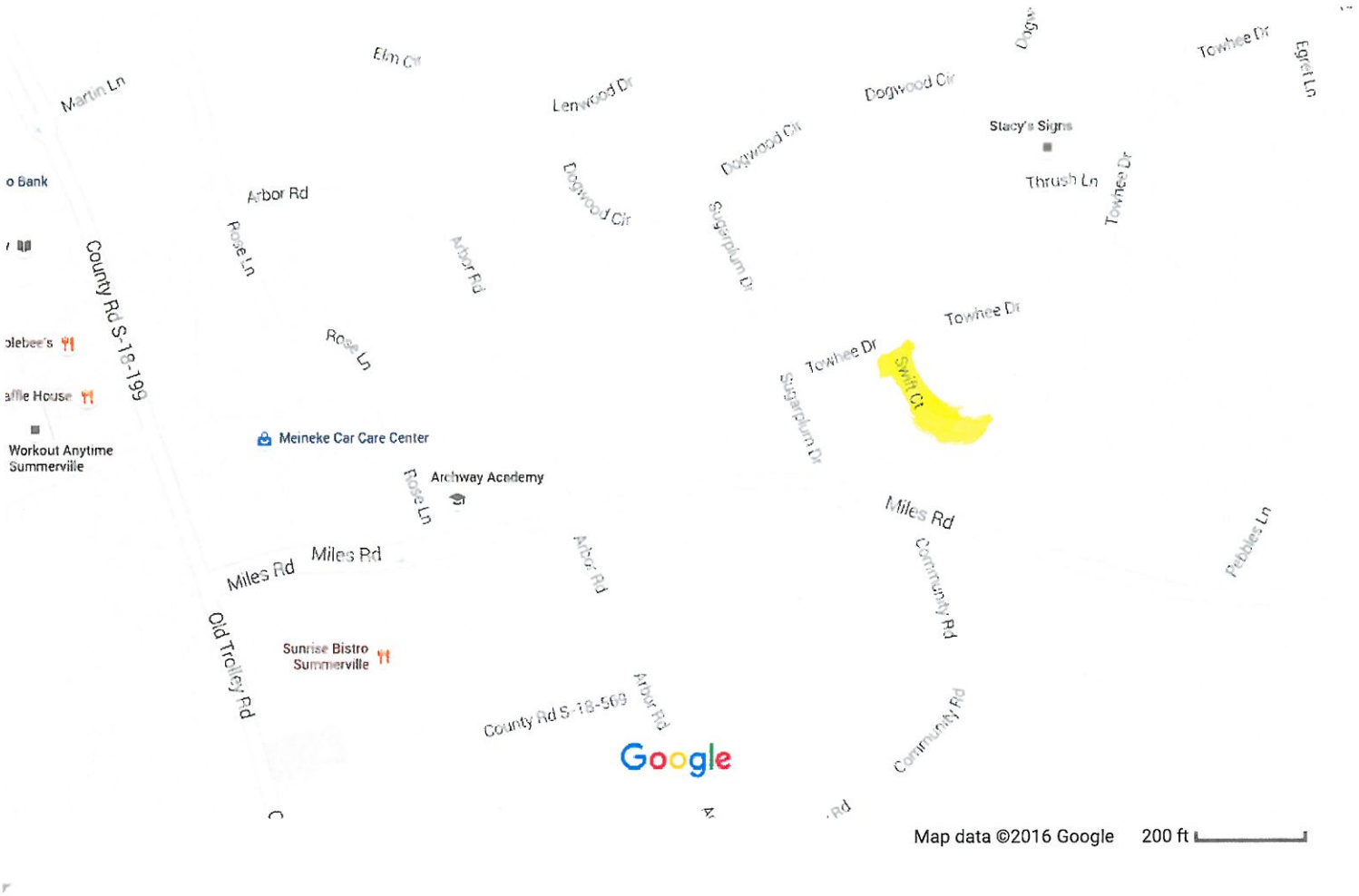
Google Maps Graham Ln



Map data ©2016 Google 100 ft

Graham Ln

Summerville, SC 29483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Elm Cir
Martin Ln
Lenwood Dr
Dogwood Cir
Dogwood Cir
Dogwood Cir
Towhee Dr
Egret Ln
Stacy's Signs
Thrush Ln
Towhee Dr
o Bank
Arbor Rd
Rose Ln
Arbor Rd
Dogwood Cir
Sugarplum Dr
County Rd S-18-199
Towhee Dr
Towhee Dr
Swift Ct
Sugarplum Dr
olebee's
affle House
Workout Anytime Summerville
Meineke Car Care Center
Archway Academy
Rose Ln
Miles Rd
Miles Rd
Miles Rd
Arbor Rd
Community Rd
Pebbles Ln
Old Trolley Rd
Sunrise Bistro Summerville
County Rd S-18-569
Arbor Rd
Google
Community Rd
Map data ©2016 Google
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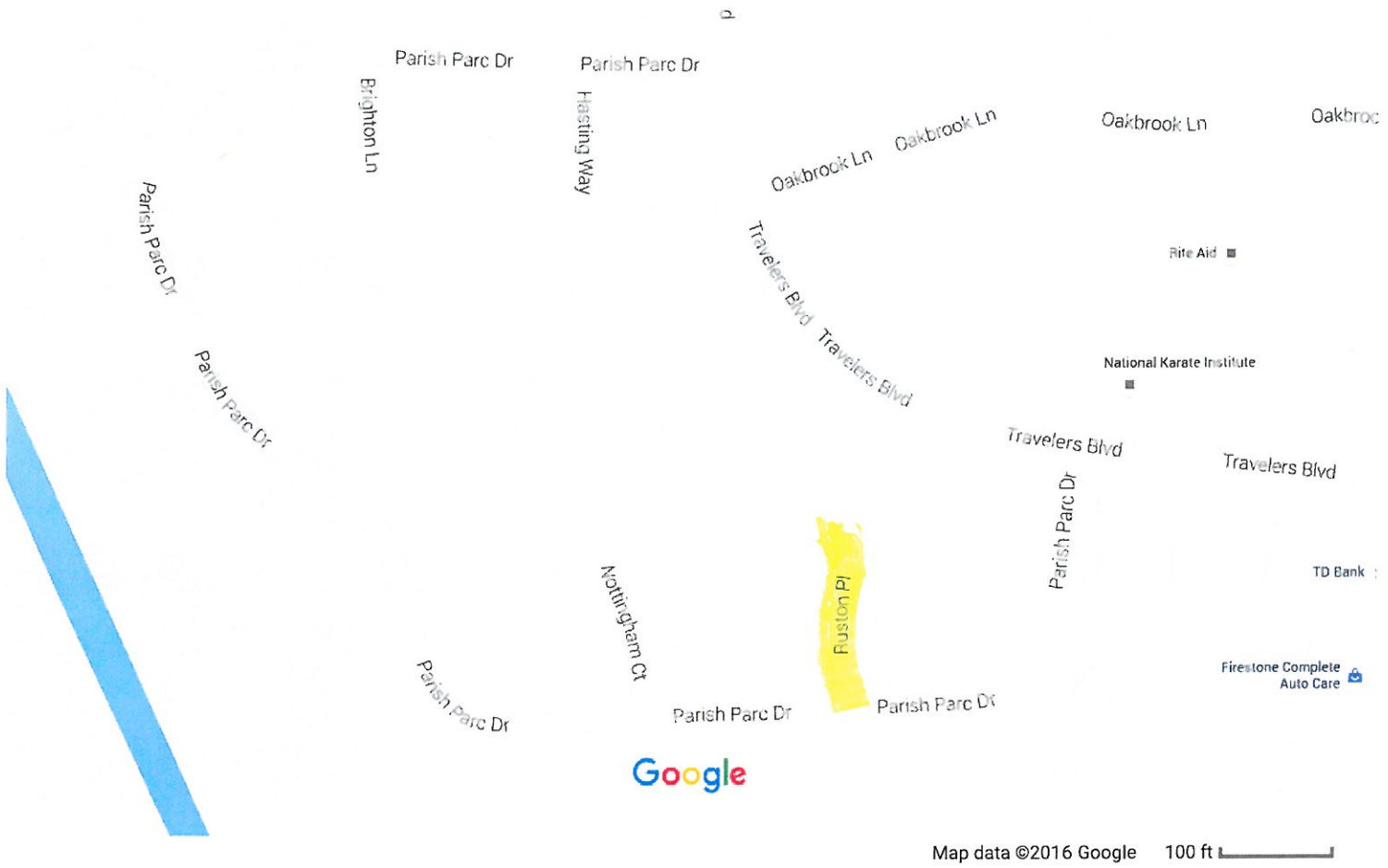
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Parish Parc Dr
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Brighton Ln
Hasting Way
Oakbrook Ln
Oakbrook Ln
Oakbrook Ln
Oakbroc
Parish Parc Dr
Travelers Blvd
Travelers Blvd
Rite Aid
National Karate Institute
Parish Parc Dr
Travelers Blvd
Travelers Blvd
Parish Parc Dr
TD Bank
Nottingham Ct
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Firestone Complete Auto Care
Parish Parc Dr
Parish Parc Dr
Parish Parc Dr
Google
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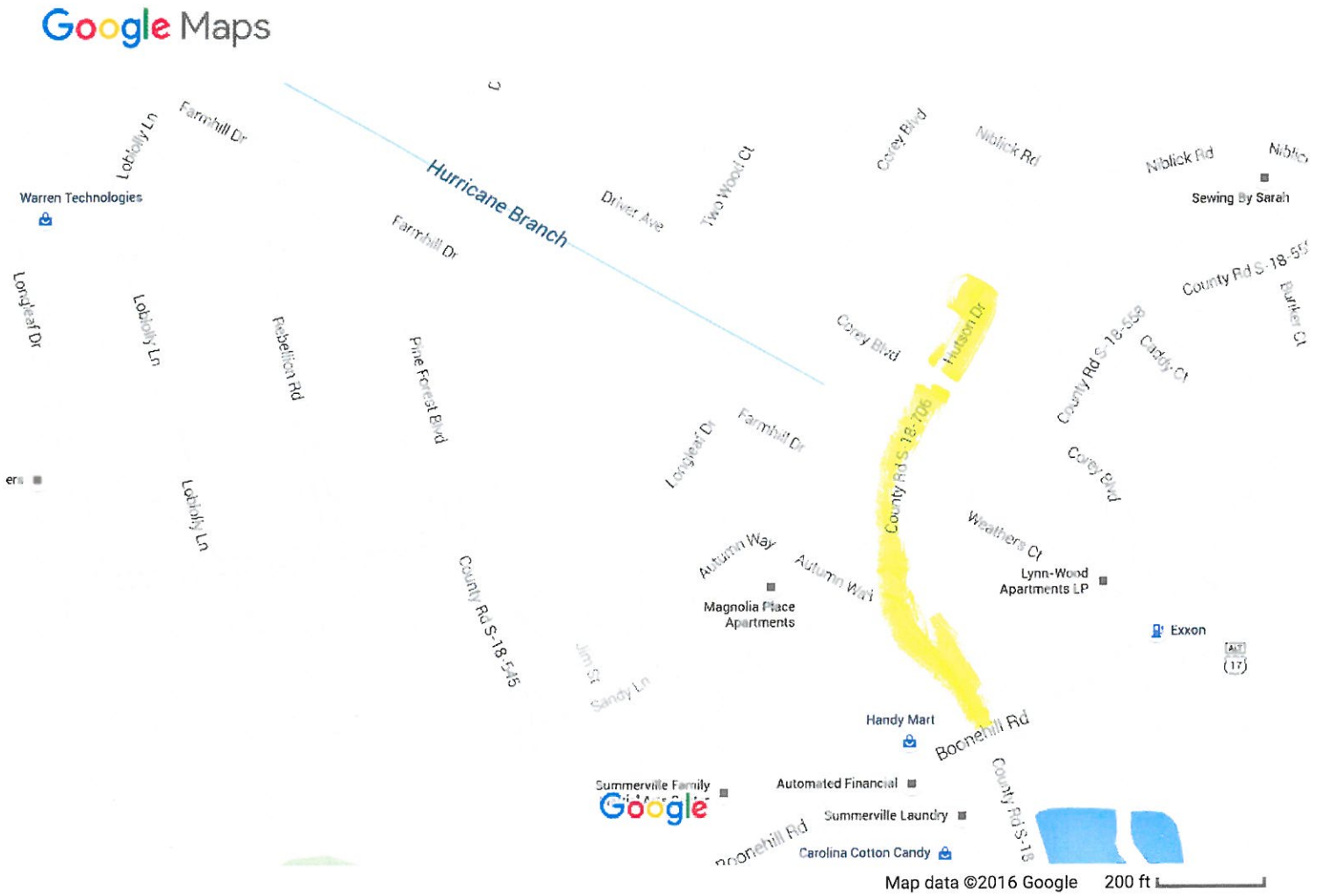
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Hurricane Branch
Warren Technologies
Sewing By Sarah
Lobolly Ln
Farmhill Dr
Driver Ave
Two Wood Ct
Corey Blvd
Niblick Rd
Longleaf Dr
Rebellion Rd
Pine Forest Blvd
Hutson Dr
County Rd S-18-558
Cuddy Ct
Burker Ct
County Rd S-18-706
Autumn Way
Autumn Wall
Weathers Ct
Magnolia Place Apartments
Lynn-Wood Apartments LP
Exxon
County Rd S-18-545
Jim St
Sandy Ln
Handy Mart
Boonehill Rd
Summerville Family
Automated Financial
Summerville Laundry
Carolina Cotton Candy
Google
Map data ©2016 Google
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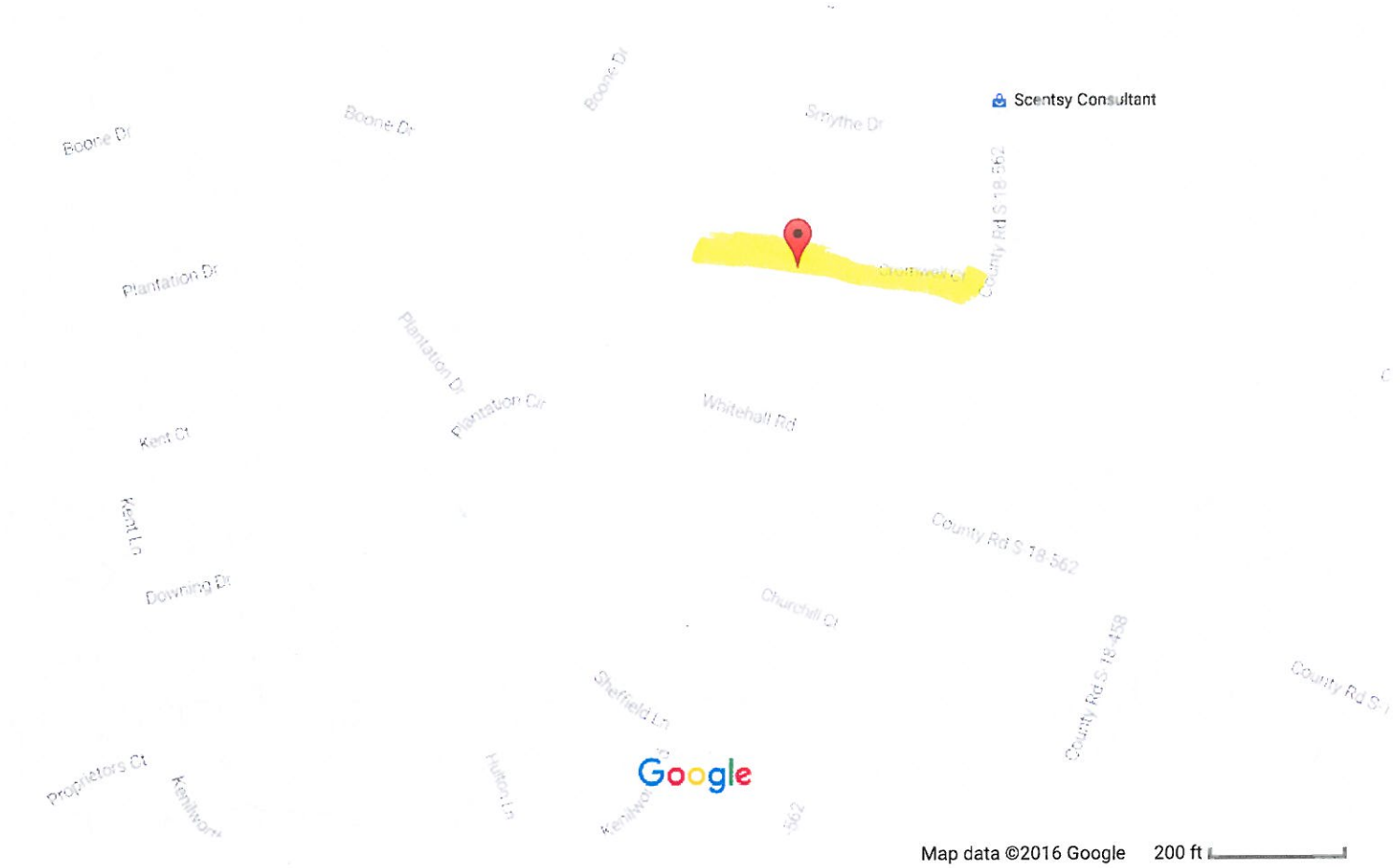
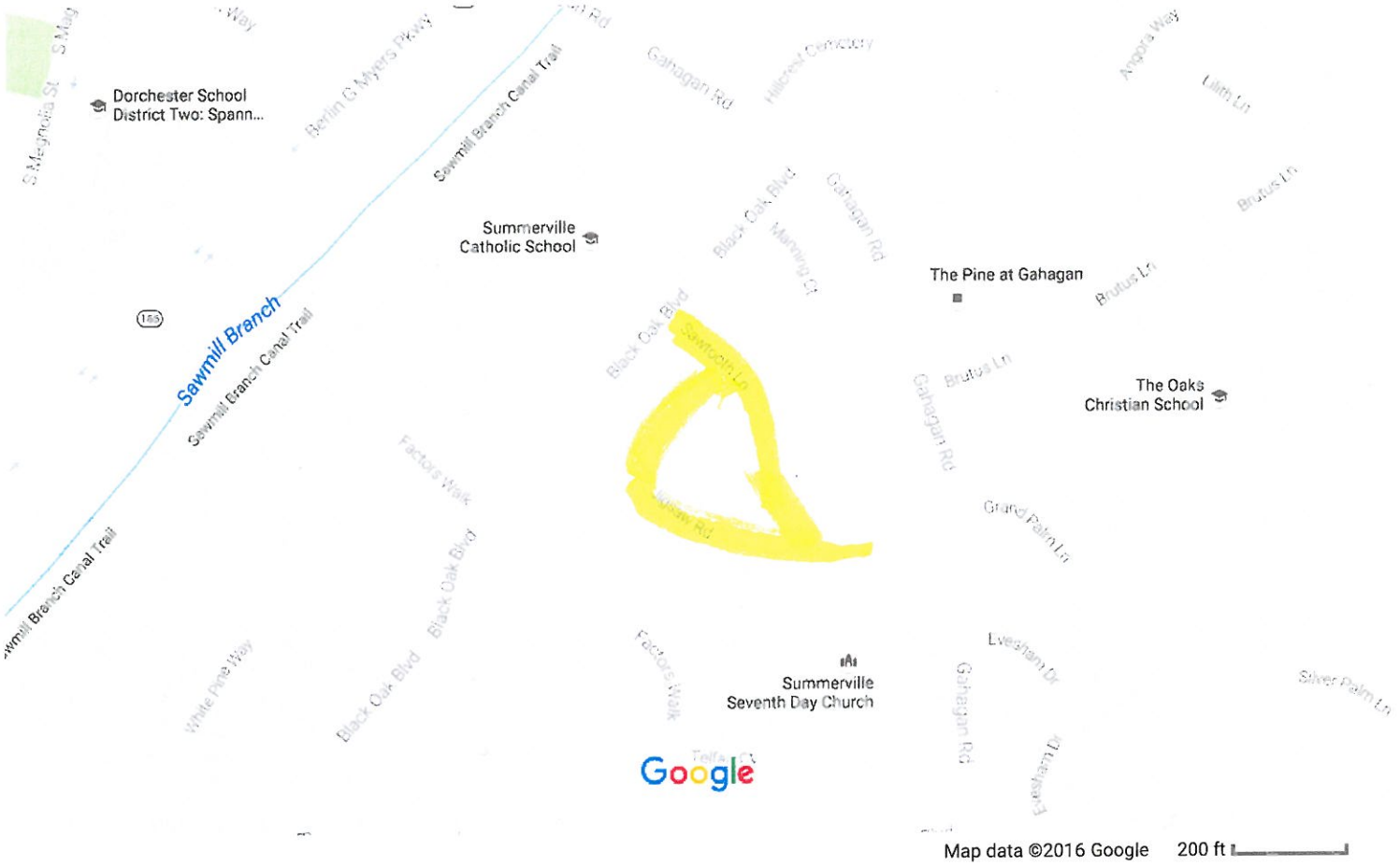
Google Maps Cromwell Ct




Dorchester School District Two: Spann...
Berlin G Myers Pkwy
Sawmill Branch Canal Trail
Gahagan Rd
Hillcrest Cemetery
Angora Way
Lilith Ln
Brutus Ln
Summerville Catholic School
Black Oak Blvd
Manning Ct
The Pine at Gahagan
Sawmill Branch
Sawmill Branch Canal Trail
Sawtooth Ln
Brutus Ln
The Oaks Christian School
Gahagan Rd
Factors Walk
Grand Palm Ln
Sawmill Branch Canal Trail
Black Oak Blvd
White Pine Way
Black Oak Blvd
Factors Walk
Summerville Seventh Day Church
Livingston Dr
Gahagan Rd
Silver Palm Ln
Google
Map data ©2016 Google
200 ft

Google Maps
Wampee Curve
Wampee Curve
Hamlet Rd
Towne Square Rd
Orchard Ct
Hamlet Rd
Brandy Mill Blvd
Thomaston Ave
Toast of Summerville
Honeysuckle Ln
Brandy Mill Blvd
County Rd S 18-169
Bridge Pointe Apartment and Townhomes
Beverly Dr
Westbury Mews Apartments
Smithfield Ave
Warwright Manor
Brandy Mill Blvd
Thomaston Ave
Summer Trace Dr
Smithfield Ave
Smithfield Ave
Willow Bend Ln
Melanie Ln
Old Trolley Rd
Time W
Publix Sup
Google
Map data ©2016 Google
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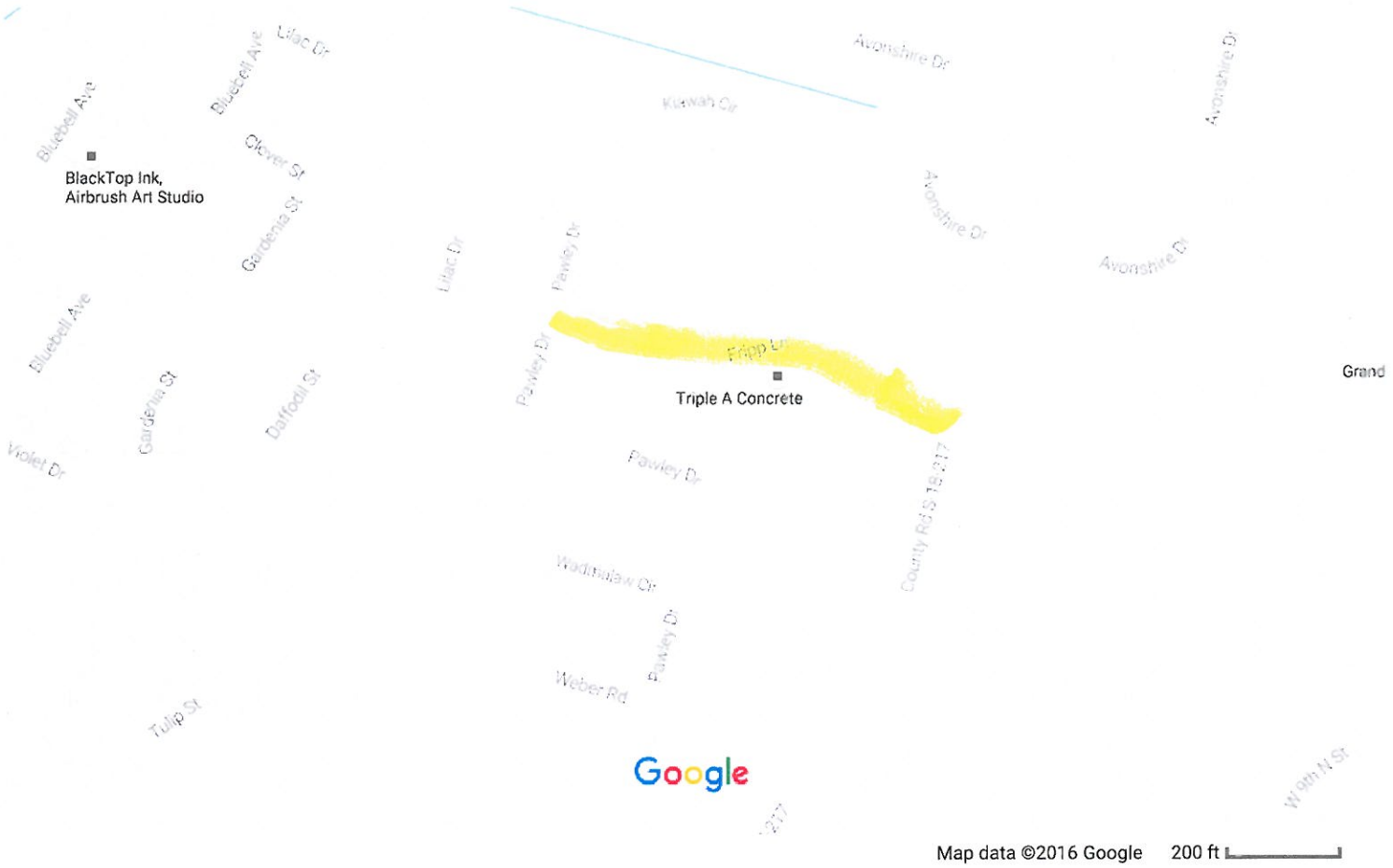
Google Maps
Lilac Dr
Bluebell Ave
Bluebell Ave
Avonshire Dr
Avonshire Dr
Kiawah Cir
Clover St
BlackTop Ink,
Airbrush Art Studio
Gardenia St
Avonshire Dr
Avonshire Dr
Lilac Dr
Pawley Dr
Bluebell Ave
Fripp Dr
Pawley Dr
Triple A Concrete
Grand
Gardenia St
Daffodil St
Violet Dr
Pawley Dr
County Rd S 18-217
Wadmalaw Cir
Pawley Dr
Weber Rd
Tulip St
Google
W 9th N St
Map data ©2016 Google
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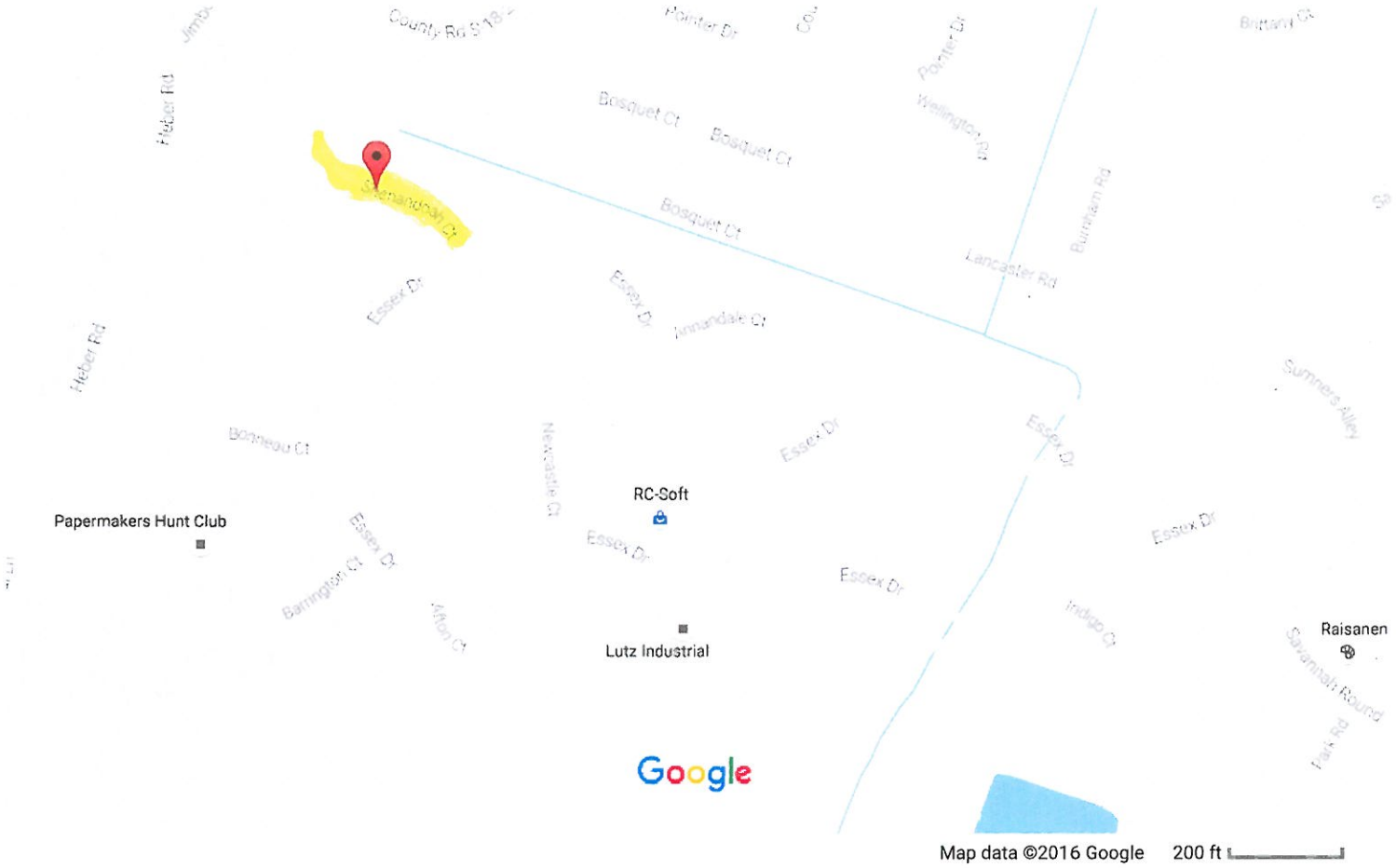
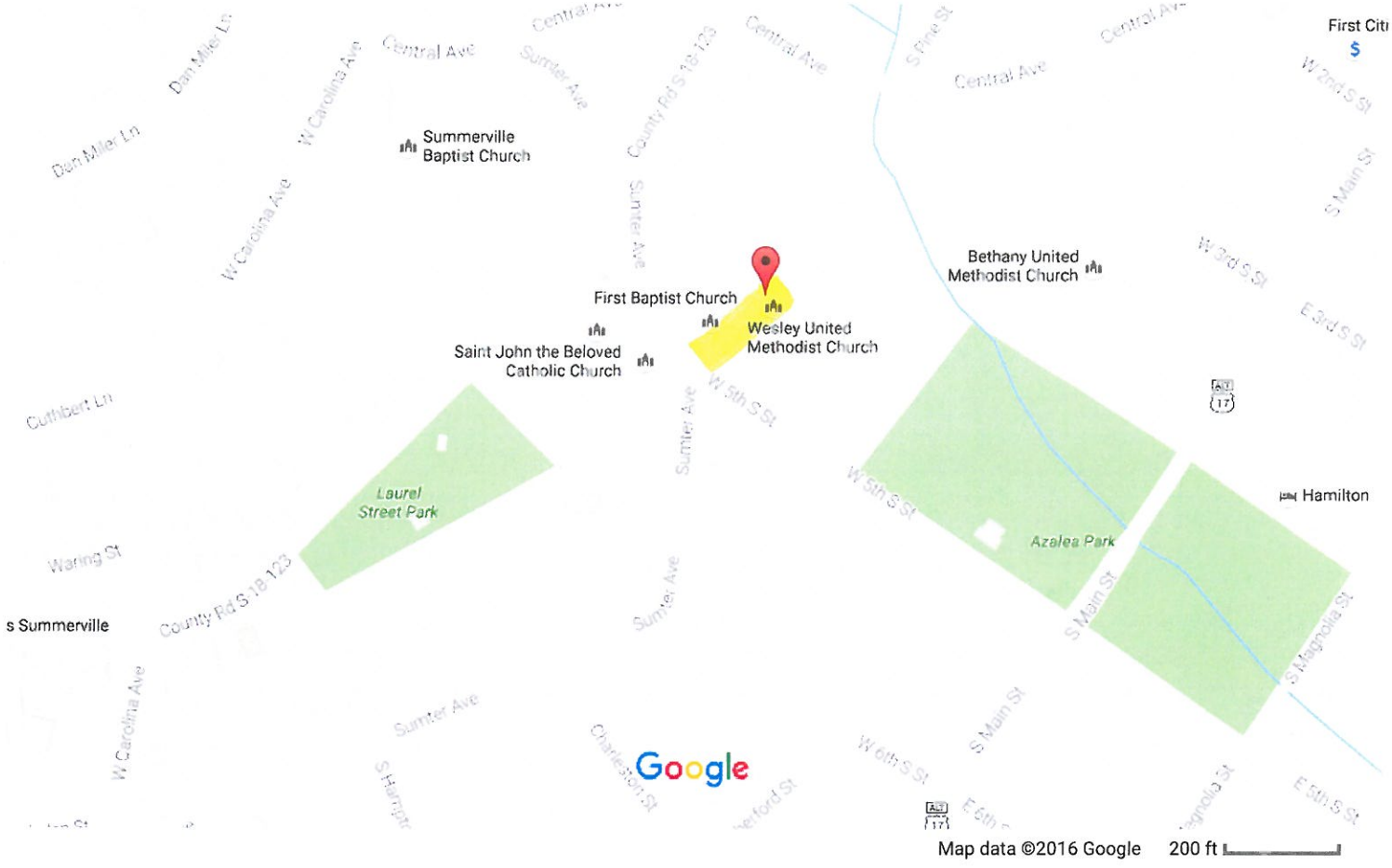
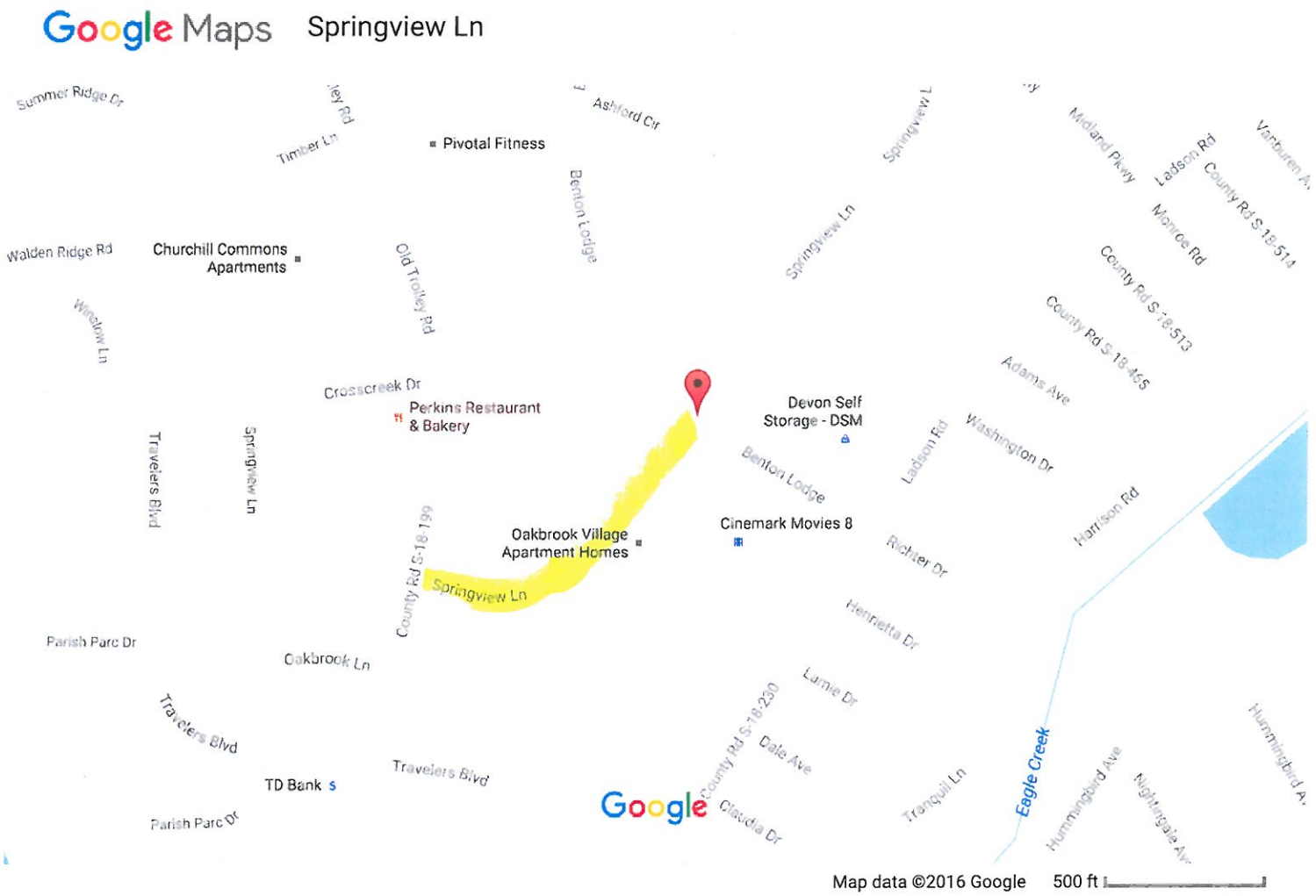
Google Maps Shenandoah Ct



Google Maps Pressley Ave




Google Maps
Springview Ln
Summer Ridge Dr
Timber Ln
Pivotal Fitness
Ashford Ct
Benton Lodge
Springview Ln
Midland Pkwy
Ladson Rd
County Rd S-18-514
Monroe Rd
Walden Ridge Rd
Churchill Commons Apartments
Old Trolley Rd
Winslow Ln
County Rd S-18-513
County Rd S-18-455
Adams Ave
Crosscreek Dr
Perkins Restaurant & Bakery
Devon Self Storage - DSM
Washington Dr
Travelers Blvd
Springview Ln
Benton Lodge
Ladson Rd
Harrison Rd
Oakbrook Village Apartment Homes
Cinemark Movies 8
County Rd S-18-199
Springview Ln
Richter Dr
Henrietta Dr
Parish Parc Dr
Oakbrook Ln
Lamie Dr
Travelers Blvd
County Rd S-18-230
Dale Ave
Eagle Creek
Hummingbird Ave
Nightingale Ave
TD Bank
Travelers Blvd
Tranquil Ln
Parish Parc Dr
Google
Claudia Dr
Map data ©2016 Google
500 ft

Google Maps Evesham Dr

Evesham Dr

Summerville, SC 29485

Google Maps
Wynfield Forest Dr
Breckinridge Dr
Alwyn Blvd
Barn Hill Rd
Hollytree Cir
Towering Pine Dr
Tremont Ave
Sun Com Wireless
SC Assailants Baseball
Summer Haven Pool
Oldbury Rd
Fielton Way
Middleboro Ave
Towering Pine Dr
Charleston Gifts and Goodies
Trellis Ln
Saw Palm Dr
St Awdry St
Sparkleberry Ln
Mockernut Dr
Salterton St
Rice Cir
Woodcarver Cir
Patchwork Dr
Sapphire Dr
County Rd S-18-377
Beverly Dr
Jensen Communities
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