



The Town of Summerville
Procurement Department
200 S. Main Street
Summerville, South Carolina 29483
(P) 843-851-4201 (F) 843-871-0634
mbeltz@summervillesc.gov

Bid Number: N/A	Bids will be received until: 4pm, July 22,2016
Bid Title: Installation of CIPP in Marlin Estates Subdivision	
Mailing Date:	Direct Inquiries to: Michelle Beltz
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

The Town of Summerville is seeking sealed bids for the installation of CIPP (Cured in Place Pipe). The installation will be on site in the Marlin Estates Subdivision. Bid packages will be available no later than Tuesday, June 28, 2016 on the Town website (www.SummervilleSC.gov/rfp) and between 8:30 am and 5:00 pm from the Purchasing Agent at Summerville Town Hall, 200 S. Main Street, Summerville, SC 29483.

Sealed bids are due by **4:00 pm Friday, July 22, 2016** 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.**

Return sealed bids marked:

CIPP Installation / Marlin Estates Subdivision

Town of Summerville
Attn: Michelle Beltz
Purchasing Agent
200 S. Main Street
Summerville, SC 29483

The Town of Summerville 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 of Summerville. The right is also reserved to hold any and all bids for a period not exceeding sixty (60) days from the opening thereof.



BIDDER REGISTRATION FORM

FAX or Email to: **Name Michelle Beltz**
 Title Purchasing Agent
 Fax #: 843-871-0634

(or) **Email your information to: mbeltz@summervillesc.gov**

It is required that you notify the Purchasing Office via email or fax to become registered as a firm interested in this solicitation and to ensure receipt of any amendments to the solicitation referenced above. You may fax this form or email this information to the Purchasing Agent listed 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 Contractor's License

Cell Number

E-mail

TYPE OF BUSINESS ENTITY (*check one*):

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

____ Limited Liability Company

____ Other (*please specify:* _____)



Purpose

The Town of Summerville is seeking quotes for the reconstruction of pipelines by the installation of resin-impregnated flexible tube. You will be required to have a SC General Contractor's license, insurances as detailed in the bid packet, and a Town Business License.

Bid Process

The Town of Summerville will conduct the selection of a qualified vendor and contract award in the following manner:

- 1) This documents will be made available to interested vendors and accessible on the Town's website: www.SummervilleSC.gov/rfp
- 2) The proposals will be received and evaluated as described in this RFP. At the Town of Summerville's discretion, a short list of the most qualified vendors may be compiled and these vendors asked to make oral presentations and/or demonstrations to the Town of Summerville. The Town may also choose to conduct site visits to vendor installations similar to the one proposed.
- 3) At the conclusion of the bid process, qualified bids will be presented to the Town of Summerville for review and approval.

Schedule of Events

The following is the schedule of events listed in order of occurrence, showing the major milestones from issuance of the RFP to the contract award.

MILESTONE EVENT	DATE
1. RFP Issuance	June 28, 2016
3. Proposal Due Date	July 22, 2016 by 4:00pm
4. Proposal Evaluation Completed	July 29, 2016
5. Contract Award	August 5, 2016
6. Project Begins	Within 60 days of contract award

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

Town of Summerville Contact

You will be required to submit any questions in writing to the Purchasing Agent, so that we may list all questions and responses on the website via an addendum, as well as sending out an email to all participants. Any questions need to be in writing to the Purchasing Agent mbeltz@summervillesc.gov, so that they may be directed and answered appropriately.



Town of Summerville
Attn: Michelle Beltz
200 S. Main Street
Summerville, SC 29483
843-851-4201
mbeltz@summerville.sc.gov

Bid Submittal Instructions

Return sealed bids marked: **CIPP Installation / Marlin Estates Subdivision**

Vendors are to submit 3 (three) copies of their proposal on or before 4:00 p.m. (local time) on Friday, July 22, 2016 to:

Town of Summerville
Attn: Michelle Beltz
Purchasing Agent
200 S. Main Street
Summerville, SC 29483
CIPP Installation / Marlin Estates Subdivision

- The Town of Summerville 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 of Summerville. The right is also reserved to hold any and all bids for a period not exceeding sixty days (60) days from the opening thereof.
- All bids should be clearly marked ***CIPP Installation / Marlin Estates Subdivision***
- It will be the sole responsibility of the vendor to have their bids delivered to the Town of Summerville before the closing hour and date. ***Late bids will not be accepted, NO EXCEPTIONS.***
- Bids having any erasures or corrections must be initialed in ink by the vendor. The proposal 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 60 days following the bid opening.
- Bids must address all RFP requirements. Partial proposals will be rejected.
- All costs incurred by the vendor in preparing the proposal, or costs incurred in any other manner by the vendor in responding to this proposal will be wholly the responsibility of the vendor. All materials and documents submitted by the vendor in response to this specification become the property of the Town of Summerville and will not be returned to the vendor.
- Any proprietary information contained in the proposal should be so indicated.
- The Town of Summerville will notify winning Bidder of the Bid Award.
- Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- Proposals 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.

- Vendors are to include all applicable requested information and any additional information they wish to be considered..
- Due to the possibility of negotiation with any vendor submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal (RFP), the owner reserves the right to select the bid in the best interest of the Town and negotiate with any of the prospective bidders.
- Proposals will be received by the Town of Summerville until **4:00 P.M. EST** (local time) on **Friday, July 22, 2016** at which time bids will be opened and publicly read.
- **PROPOSALS SUBMITTED VIA THE FACSIMILE MACHINE, OR E MAIL WILL NOT BE ACCEPTED.**

SPECIFICATIONS FOR CURED-IN-PLACE PIPE (CIPP)

1. INTENT

- 1.1 It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting.

2. REFERENCED DOCUMENTS

- 2.1 This specification references standards from the American Society for Testing and Materials, such as: ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)), ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe), ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.



3. PRODUCT, MANUFACTURER/INSTALLER QUALIFICATION REQUIREMENTS

- 3.1 Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and installers must be pre-approved prior to the formal opening of proposals.

Products and Installers seeking approval must meet all of the following criteria to be deemed Commercially Acceptable:

- 3.1.1 For a Product to be considered Commercially Proven, a minimum of 25 successful wastewater collection system projects of a similar size and scope of work shall be performed in the U.S. and documented to the satisfaction of the Owner to assure commercial viability
- 3.1.2 For an Installer to be considered as Commercially Proven, the Installer must satisfy all insurance, financial, and bonding requirements of the Owner. In addition, the Installer must have successfully installed at least 1,000,000 feet of a cured-in-place product in wastewater collection systems utilizing the exact product intended for use on this project. Acceptable documentation of these minimum installations must be submitted to the Owner. Installer's project managers must have a minimum of 5 years of CIPP installation experience with the exact product intended for use on this project.
- 3.1.3 Storm Drainage rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Owner. No product will be approved without independent third party testing verification.
- 3.1.4 Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.
- 3.1.5 Proposals must be labeled clearly on the outside of the proposal envelope, listing the product name and installer being proposed. Only proposals using preapproved products and installers will be opened and read. Proposals submitted on products and/or from installers that have not been pre-approved will be returned unopened.
- 3.1.6 The owner authorizes the use of proven materials that serve to enhance the pipe performance specified herein. Proven materials have passed independent



laboratory testing, not excluding long-term (10,000 hour) structural behavior testing, and have been successfully installed to repair failing host pipes in the U. S. for at least 5 years. In addition to the aforementioned, the owner may require that the contractor demonstrate that the enhancements proposed exceed the specifications herein, prior to the installation of the enhanced material systems. This section in no way shall be interpreted as authorization to deviate from the minimum standard practices set forth herein.

Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to proposal due date to allow time for adequate consideration. The Owner will advise of acceptance or rejection a minimum of three days prior to the due date. All required submittals must be satisfactory to the Owner.

4. MATERIALS

- 4.1 Tube - The Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D 5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe and stretch to fit irregular pipe sections. The tube can contain either carbon or fiberglass reinforcement. Tube shall be manufactured in the USA by the installer.
 - 4.1.1 The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness. Tube shall be wet out by the installer.
 - 4.1.2 The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation..
 - 4.1.3 The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.
 - 4.1.4 The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 - 4.1.5 The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.



- 4.1.6 Seams in the Tube shall be stronger than the non-seamed felt material.
- 4.1.7 The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol.
- 4.2 Resin - The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.
5. **STRUCTURAL REQUIREMENTS**
- 5.1 The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
- 5.2 The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.
- 5.3 The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.
- 5.4 The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
- 5.5 The cured pipe material (CIPP) shall have at least these structural properties for structural performance, as listed below.



MINIMUM CIPP PHYSICAL PROPERTIES

Cured Polyester Composite

<u>Property</u> <u>Resin</u>	<u>Test Method</u>	<u>min. per ASTM F1216</u>	<u>Enhanced</u>
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

5.6 The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5.5 or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters:

Design Safety Factor (typically used value)	= <u>2.0</u>
Retention Factor for Long-Term Flexural Modulus to be used in Design	= <u>50% - 75%</u>
<i>(As determined by long-term tests described in section 5.2 and approved by the Owner)</i>	
Ovality* (calculated from (X1.1 of ASTM F1216)	= <u>%</u>
Enhancement Factor, K	= <u>See Section 5.3</u>
Groundwater Depth (above invert of existing pipe)*	= <u>ft.</u>
Soil Depth (above crown of existing pipe)*	= <u>ft.</u>
Soil Modulus**	= <u>psi</u>
Soil Density**	= <u>pcf</u>
Live Load**	= <u>H20 Highway</u>
Design Condition (partially or fully deteriorated)***	= <u>***</u>

* Denotes information, which can be provided here or in inspection videotapes or project construction plans.
Multiple lines segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated.

(See ASTM F1216 Appendix) The Owner will be sole judge as to pipe conditions and parameters utilized in design.

5.7 Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.



6. TESTING REQUIREMENTS

- 6.1 Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.
- 6.2 Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- 6.3 CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications. Samples for this project shall be made and tested as described in Section 10.1.

7. INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

- 7.1 It shall be the responsibility of the Owner to locate and designate all manhole access points and provide rights-of-access to these locations. If a street must be closed to traffic because of the orientation of the pipe, the Owner shall institute the actions necessary to provide access during this for the mutually agreed time period. The Contractor shall also provide access to water hydrants for cleaning, installation and other process related work items requiring water.
- 7.2 Cleaning of Storm Drainage Lines - The Contractor, when required, shall remove all internal debris out of the line that will interfere with the installation of CIPP. The Contractor shall also provide a dumpsite for all debris removed from the pipes during the cleaning operation. Any hazardous waste material encountered during this project will be considered as a changed condition.
- 7.3 Bypassing Storm Water - The Contractor, when required, shall provide for the flow of storm water around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the flow. The Owner may require a detail of the bypass plan to be submitted.
- 7.4 Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be



carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

- 7.5 Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, that was not evident on the pre-bid inspection and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.
- 7.6 Public Notification - The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a connection (drainage structure) will be out of service, the longest period of no service shall be 8 hours. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the system and informing them of the work to be conducted, and when the system will be off-line. The Contractor shall also provide the following:
- 7.7 The Contractor shall be responsible for confirming the locations of all branch connections prior to installing the CIPP.

8. INSTALLATION

- 8.1 CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:
- 8.1.1 Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.
- 8.1.2 Tube Insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- 8.1.3 Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.



8.1.4 Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

9. REINSTATEMENT OF BRANCH CONNECTIONS (DRAINAGE STRUCTURES)

9.1 It is the intent of these specifications that branch connections to drainage structures be re-opened without excavation, utilizing a remotely controlled cutting device (if necessary), monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

10. INSPECTION

10.1 CIPP samples shall be prepared for each installation designated by the owner/engineer or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.

10.2 Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as calculated in paragraph 5.6 of this document.

10.3 Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

11. CLEAN-UP

11.1 Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.



12. PAYMENT

12.1 Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed. Items shall be measured and bid as follows:

Item 1: Line existing 24” CMP (approximately 239’) & 24” CMP (approximately 54’) Pipe in the Marlin Estates subdivision. This is a single run with a catch basin at a 45 degree angle (aerial photo with diagram of approximate location included) – Measurement and payment shall be per linear foot of pipe lined from start of liner to end of liner, including the liner left in the invert of any manholes that have been lined through. All other items are considered incidental to the lining of the pipe including any necessary cleaning, disposal of debris, CCTV of Pipe, drainage structure reinstatement and bypass pumping.

Note: Bidders are required to verify pipe size and length prior to bid submittal to ensure proper fit of CIPP!

NOTICE OF DISCLAIMER:

The list of items being provided to each bidder is to aid in their ability to give a fair and competitive bid. They should not be construed as a contract or any guarantee of the award of the bid. They are only for your assistance in helping you to know what is expected of contractors bidding this job, and what will be required of each contractor.

Initials

Date



Gene

A. C
rc
o



- B. Contractor's work shall be performed in accordance with all applicable provisions of the Occupational Safety and Health Act (OSHA) including requirements of the Hazardous Material Communication Program (HAZCOM). A copy of the documents required by HAZCOM is to be provided to The Town of Summerville, and will remain on file with the Purchasing Agent, if applicable.
- C. These documents are: a material inventory sheet, a letter documenting employee training, a written program for hazardous material communication, and a Material Safety Data Sheet for each listed material.
- D. Any area designated by the Town of Summerville for use as a storage or staging area by the Contractor shall be maintained in a neat and orderly manner. All areas must be kept free from trash and other debris at **all times**. Failure to comply will result in loss of yard privileges for Contractor.
- E. Contractor shall provide evidence of worker's compensation, commercial general liability, Owners and Contractors Protective liability and automobile liability insurance, in compliance with the Town of Summerville's limits. Your State Contractors License #, which will be verified through the State, prior to starting any work.
- F. If fines or penalties are levied against the Subject Property or the Town of Summerville, then the Contractor shall be responsible for payment of such fines or penalties or the cost of any fines or penalties shall be deducted from the Contract amount.

Initials

Date

IMPORTANT

1. Bidder may **mail**, or **hand-deliver** the "sealed bid" to the Procurement Department. **Do Not Fax** in the bid response. Please show the "Bid Title" on the outside of any mailing package. The Town of Summerville assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence, address the envelope to the Purchasing Agent, and include the bid reference on this envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
2. **DEADLINE FOR SUBMISSION OF OFFER:** Any bid or offer received after the Purchasing Agent has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]
3. This solicitation does not commit the Town of Summerville 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.
4. The Town of Summerville reserves the right to reject any and all responses, to cancel the solicitation, and to waive any technicality if deemed to be in the best interest of the Town.
5. Questions regarding this solicitation must be submitted in writing no later than 4:00pm Tuesday, July 12, 2016, in order to get proper answers. Q & A addendums may be posted to the Town of Summerville's website or may be distributed via email. Questions may be



emailed to (mbeltz@summervillesc.gov), or hand delivered to the Procurement office located on the 2nd floor of the Annex building at 200 S. Main St, Summerville, SC.

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required (unless otherwise stated), however, please include 3 (three) copies of your bid.
2. Bids, amendments or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the Vendor's sole responsibility to insure that these documents are received by the Purchasing Agent (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening must have proper approval of the Purchasing Agent.
3. 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 agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
4. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
5. The Town of Summerville 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 of Summerville, unless stated otherwise elsewhere in this solicitation.
6. All amendments to and interpretations of this solicitation shall be in writing and issued by the Purchasing Agent for the Town of Summerville. The Town of Summerville shall not be legally bound by any amendment or interpretation that is not in writing.
7. All Addendum and Award Notices may be posted on our website: www.SummervilleSC.gov, then click on RFPs, Qualifications & Bids. Answers and addendum may be distributed via email.
8. 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). This will certify your compliance with the Act.
9. 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 Vendor to notify the Procurement Department in writing no later than five (5) business days prior to the scheduled due date and time.



10. The Town of Summerville 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 City.
11. Default: In case of default by the Vendor, the Town of Summerville reserves the right to purchase any or all items in default in the open market, charging the Vendor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Vendor 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 sixty (60) 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 Vendor to notify the Procurement Office if you receive solicitations that do not apply.
14. Response Period: All responses shall be good for a minimum period of sixty (60) 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 Purchasing Agent.
16. Bidders’ Qualifications: The Town of Summerville reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The Town of Summerville 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 under this section and the Town Manager and the Town Attorney of the Town of Summerville , South Carolina, have approved such insurance coverage. Insurance certificates are required from the General Contractor or service providers and all subcontractors.

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 \$5,000,000 aggregate.

ERRORS & OMISSIONS AND/OR PROFESSIONAL LIABILITY INSURANCE (if applicable): with a limit of not less than \$2,000,000. Contracting firm shall maintain the Errors & Omissions and/or Professional Liability Insurance for the duration of this agreement and for a period of three (3) years following termination of the agreement.

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 of Summerville. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the Town.

The Town of Summerville, its officials, employees and volunteers are to be covered as additional insureds 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 Owner, 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 Owner may possess.

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

All certificates and endorsements must be received and approved by the Owner within five (5) days after notification of award. It is required that the Purchasing Office at 200 S. Main St, Summerville, SC 29483, receives an **original** certificate of insurance. Fax copies are not acceptable. If you have any questions, please call 843-851-4205.

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

18. **Town Business License:** The successful vendor and any subcontractors, prior to execution of the contract, must possess or obtain a Town of Summerville Business License. Such license



must be maintained throughout the duration of the contract. Contact Pam Wike at (843) 871-6000 to determine the exact amount or to ask other pertinent questions regarding doing business in the Town of Summerville.

19. Bidder's Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. 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 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 Ninth Judicial Circuit of Charleston County, Charleston, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.
22. 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.
23. Prompt Payment Discount Terms: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
24. "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 Owner reserves the right to select the items that, in the judgment of the Owner, are best suited to the needs of the Owner 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.
25. Award Process: The Town of Summerville shall select the most competitive response on the terms which are considered to be most advantageous to the Town. However, final approval may rest with members of the Town Council for the Town of Summerville
26. 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.
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 specified time for opening.
28. Non-Appropriation: If the Town of Summerville's 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 Majeure: 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.
30. Arbitration: Under no circumstances and with no exception will the Town of Summerville act as Arbitrator between the Contractor and any Sub-Contractor.
31. Indemnification: The Town of Summerville, 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.
32. Guarantee: The Vendor 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 of Summerville and all town officials, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Bidder shall have no liability to the Town of Summerville 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 of Summerville.
34. Publicity Releases: 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 user.
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 provision below, the contract may be terminated for any reason by the Town of Summerville Purchasing Department, 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 of Summerville 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 of Summerville 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)
38. Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Town of Summerville Procurement Department.
39. Item Substitution: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). No substitutes will be allowed on a purchase order issued by the Town without permission from the Town of Summerville Procurement Department.
40. 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.
41. Purchases From Other Sources: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). The Town of Summerville 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 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: July 22, 2016 4:00pm
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Bid Title: CIPP Installation / Marlin Estates Subdivision	
Mailing Date:	Direct Inquiries to: Michelle Beltz (mbeltz@summervilleesc.gov)
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: _____

Bid Number: N/A	Bids will be received until: July 22, 2016 4:00pm
Bid Title: CIPP Installation / Marlin Estates Subdivision	
Mailing Date:	Direct Inquiries to: Michelle Beltz



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 sixty (60) 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 Contractor's 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.



PRICE SCHEDULE

CIPP Installation / Marlin Estates Subdivision

Price Per Linear Foot \$ _____
Project Cost \$ _____
SC Sales Tax \$ _____
TOTAL BID \$ _____

Submittal of bid indicates your compliance with the specifications or explanation of deviations, if applicable. These specifications are the minimum requirements for this equipment. 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".

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 City, 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".

Sealed Bids Must Be Received Prior To 4:00 P.M. on July 22, 2016