

REQUEST FOR BID

Land Clearing Services for Volunteer Fire Station 1407 Newberry Hwy, Saluda SC

STATEMENT OF PURPOSE

Saluda County ("Owner") is requesting bids from qualified companies for the clearing and grading of land for the construction of a volunteer fire station located at 1407 Newberry Hwy, in Saluda, SC (Parcel ID # 083-00-00-117). The clearing and grading of the land will consist of approximately 0.37 acres. This request seeks to identify , project cost and bids submitted that are in the best interests of Saluda County. The County is seeking a cost-effective and highly qualified partner. Saluda County reserves the right to reject any and all bids.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All statements of qualifications must be sealed and clearly marked Land Clearing Services for Old Town Volunteer Fire Station. **Submittals must include One original, three hard copies and one electronic copy.** Submittals may be mailed or hand-delivered, and must be received by **September 2nd by 12pm.**

Submittals must be addressed to:

Saluda County Fire Service

Attn: Luke Downing

Assistant Fire Coordinator

111 Law Enforcement Dr. Saluda, SC 29138

Questions concerning the RFB must be submitted in writing and directed to Luke Downing, Assistant Fire Coordinator, at l.downing@saludacounty.sc.gov by September 2, 2021 12:00 noon. Pre-bid site visits can be coordinated per appointment with Luke Downing via email or by calling (864) 445-2529 EXT 4. Specific procurement questions may be made to Luke Downing. Responses will be made by email to all parties requesting a bid.

Mandatory Information Form
Saluda County

The undersigned, on behalf of the contractor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any county employee / elected official or company making a bid on the same project; (2) the person whose signature appears below is legally empowered to bind the business whose name is entered; (3) contractor has viewed the project site and understands all specifications.

1. Company submitting bid _____

2. Proposal must remain valid 90 days from submission date.

Total Bid _____

3. Contact information:

Address _____

Phone _____

Fax _____

E-mail _____

4. Tax ID or Social Security Number _____

5. Printed name of person binding bid _____

Signature _____

Date _____

GENERAL PROJECT INFORMATION

The land located at 1407 Newberry Hwy. must be fully cleared of any trees, stumps, underbrush etc. and the site must be graded. The project shall address the particular laws governing the clearing of land in South Carolina, including but not limited to, building codes, Saluda County zoning ordinances and codes relative to DHEC and SCDOT standards.

The successful bidder will be responsible for clearing and grading of the land, as well as removal of all debris from the site.

SITE REQUIREMENTS

The site is approximately 0.37 acres and must be cleared and graded to the owners satisfaction.

DETAILED REQUIREMENTS

SCOPE OF WORK

The land is approximately 0.37 acres and the following work shall be done.

- 1) Removal of trees
- 2) Removal of stumps
- 3) Removal of underbrush
- 4) Grading of land

PROPOSAL CONTENT

To facilitate review of your Proposal by Saluda County, it is requested that your submission be no longer than 15 pages and conform to the following format:

1. Mandatory Information Form
2. Cover Sheet – list project title, company name, address, telephone number, and name of a contact person for questions concerning the bid submitted.
3. Experience of the company – provide a listing of your team’s prior experience and qualifications in clearing and grading land for projects similar in size, scope, and complexity. Provide a list of similar projects completed within the past 5 years.
4. References – Provide the name, address, and contact information for at least three (3) references familiar with the quality of the work completed by the company on similar projects or projects with similar elements.
5. Bonding/Insurance- Provide evidence of capacity to provide bonding in the amount of the construction budget (e.g. a letter from your Surety agent stating that one or more Sureties will issue bonds in the amount of the construction budget if your team is selected) and a copy of the company’s certificate of insurance, showing the company’s current limits of for commercial general liability, employer’s liability, business automobile liability and professional liability.
5. W9
6. **Bid cost. The submittal shall include a cost proposal, unit costs of each numbered scope of work, and any options that may provide a cost savings to the owner.**
7. Include a Bid Bond or Security in the amount of 5% of the bid price.
8. Include one original and three copies of the bid.

Selection Process

Upon receipt of the Bid packages from each land clearing company, Saluda County Administration will verify that each submission is complete. Acceptable proposals will be forwarded to the Selection Committee for evaluation.

MINIMUM QUALIFICATIONS REQUIRED

- The company or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority.
- The company or its principals have not been terminated for cause or currently in default on any Saluda County contract.
- Company must have sufficient bonding capacity for anticipated total cost of work. At the time of issuance, all insurance and bonds must be issued by a company licensed to transact the business of insurance in the State of South Carolina. Insurance requirements are listed below:
The insurance required for the project shall be written for not less than the following, or greater if required by law.

2. Workmen’s Compensation:

State:	Statutory
Employer’s Liability:	\$1,000,000

3. Comprehensive General Liability (including Premises-Operations; Independent Contractor’s Protective; Products and Completed Operations; Broad Form Property Damage):

Bodily Injury:	Each Occurrence	\$1,000,000
	Annual Aggregate	\$1,000,000
Property Damage	Each Occurrence	\$1,000,000
	Annual Aggregate	\$1,000,000

4. Contractual Liability:

Bodily Injury:	Each Occurrence	\$1,000,000
	Annual Aggregate	\$1,000,000
Property Damage	Each Occurrence	\$1,000,000
	Annual Aggregate	\$1,000,000

5. Personal Injury, with Employment Exclusion deleted:

Annual Aggregate	\$1,000,000
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6. Comprehensive Automobile Liability:

Combined Single Limit	\$1,000,000
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7. Certificates of Insurance acceptable to the owner shall be filed with the Owner prior to the commencement of the Work.
8. Performance and Payments bonds in the amount of 100% of the work shall be filed with the Owner prior to the commencement of the Work.

TERMS OF CONTRACT

1. All entries shall remain firm for a period of not less than ninety (90) days after the bids have been opened.
2. Companies must clearly mark as "Confidential" each part of their submittal 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 as amended (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. Saluda County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against Saluda County and/or its agents for any determination in this regard.
3. This solicitation does not commit Saluda County to award an agreement, to pay any costs incurred in the preparation of a qualification and of any supplementary presentation, or to procure or contract for the articles of goods or services. Saluda County reserves the right to accept or reject any or all Letters of Qualification received as a result of this solicitation, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County to do so.
4. Saluda County reserves the right to accept or reject any and all bids received in response to this Request for Bids, Saluda County will not pay for any costs incurred by the submitting land clearing company in preparation of a response to the Request for Bids, nor any costs associated with negotiations prior to the awarding of a contract.
5. Saluda County reserves the right to cancel this Request for Bid, or cancel any negotiations resulting from this bid, or decline to enter into a contract for the proposed

work of this project is such action is deemed to be in the best interest of the County.

6. Saluda County reserves the right to retain all bids submitted and to use any ideas in a proposal regardless of whether that qualification is selected. Submission of a bid indicates acceptance by the company of the conditions contained in this Request for bid.
7. Failure to submit all required information may in the sole determination of Saluda County be deemed as a nonresponsive bid.
8. Prohibition of Gratuities: It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County 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, or preparation of any part of 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 or an agreement or subcontract, or to any solicitation or qualification therefore.

INFORMATION TO BIDDERS

1. BIDDER'S RESPONSIBILITY

Each bidder shall become familiar with the project site, the scope of the proposed work, and the quantity of work and will be held responsible to examine, and to fully comply with all the Contract Documents, to be defined in Land Clearing Contract.

2. STANDARD OF QUALITY

Equipment, material or articles, if herein specified, are all of design or construction as selected for this Contract, and they shall be construed as being a minimum standard. Should the bidder desire to quote on equipment, materials, or articles claimed to be equal to that specified he may do so, provided that he shall submit complete descriptive matter of such other equipment, materials or articles ten (10) days prior to the proposal opening. Specific requirements of the detail requirements in regard to substitution of other vendor's products will take precedence over this section if such are included in that section of the RFB.

3. BULLETINS

- (a) If any bidder is in doubt as to the true meaning of any part of the specifications, or other Contract Documents, or should discover any omissions or discrepancies therein, he may submit to Luke Downing, Assistant Fire Coordinator, l.downing@saludacounty.sc.gov a written request for an interpretation, correction or addition. If any such request be granted, it will be only by an addendum or bulletin, duly issued, and a copy will be mailed or delivered to each Bidder that has been identified. Acknowledgment of all published addendums will be required on the bidder form for a valid bid. The Owner will not be responsible for any other explanations, interpretations, corrections or changes in or of the proposed documents.

Sealed bids shall be delivered to the Owner on or before September 2, 2021.,
Prevailing Time, 12:00 noon and such delivery is the Proposer's responsibility. No bids received after the date and time specified for receiving bids will receive consideration.

Sealed proposals must be addressed to:

Luke Downing
Assistant Fire Coordinator
Saluda County
111 Law Enforcement Dr.
Saluda, SC 29138

Bid must be enclosed in sealed envelopes, marked so as to indicate that it is a proposal for a particular contract without the necessity of opening.

- (b) Bid may be submitted as outlined in the RFB. All prices must be written both in words and in figures, but written prices shall govern in case of discrepancies.
- (c) The bid of any individual must be signed personally by a person with authority to bind the company to submission, the signature must be witnessed; and the business address and any business trade name must be stated. The proposal of a partnership must state the names and addresses of all partners, and the partnership business name and address; and it must be signed by at least one partner, with the signature witnessed. The proposal of a corporation must show the state of incorporation and the principal office address, and must be signed by the President or Vice President, with the corporate seal affixed, attested by the Secretary or Assistant Secretary.

4. ACCEPTANCE OR REJECTION OF BIDS

The Owner reserves the right to reject any or all bids. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, conditional, or otherwise irregular, or which has erasures or corrections in prices, or in which unit prices are omitted or are obviously unbalanced, may be rejected. However, Saluda County reserves the right to waive informalities on the basis of its best interests.

5. PROPOSAL CHECK OR BOND

Each bid must be accompanied by a bid bond, for not less than five percent (5%) of a base proposal, payable to the Owner as security for execution of Contract, etc., under terms embodied in the form of bid. If Bid Bond is used, it must be executed by the bidder, and must have corporate surety satisfactory to the Owner and be authorized to conduct business in SC.

6. QUALIFICATIONS OF BIDDERS

Before any award is made, the Owner may require satisfactory evidence to show that the bidder is fully prepared in every way to perform the management, furnish specified labor, equipment, supplies, and certifications required to design and construct this project. Bidders must be located within a reasonable distance of the project location to ensure minimal travel cost and timely response to problems that may occur after project completion.

7. LIMIT OF BID WITHDRAWAL

No bid may be withdrawn within thirty (30) days after scheduled time for bid submittal.

8. EXECUTION OF AGREEMENT AND BONDS

Before a land clearing contract can be awarded, the successful bidder will be required within fourteen (14) calendar days following notification of selection to furnish to the Owner, in at least three (3) counterparts, the Performance Bond and the Payment Bond in the forms substantially prescribed for execution of bids excepting that all members shall have corporate surety satisfactory to the Owner, and authorized to

conduct business in South Carolina; shall be paid for by the Contractor and shall be for 100% of the Contract Price. Following delivery of the properly executed bonds, the Owner may award the Contract. Following notice of award, the successful bidder shall sign and deliver to the Owner in at least three (3) counterparts, the Land Clearing Agreement required by the Contract Documents.

9. TIME FOR BEGINNING AND COMPLETING WORK

The Contractor shall commence work within 14 days of the date specified in the notice to proceed and shall complete work within an agreed upon schedule after the date the notice to proceed is issued. In case of failure on the part of the Contractor to complete the work within the time fixed or any extensions thereof, the Contractor shall be liable to the Owner for any damages sustained by the latter through extra charges or any other costs of any nature incurred by reason of the Contractor's failure to complete the work within the time fixed, and may be assessed liquidated damages.

10. PAYMENT OF WAGES, RELEASE OF LIEN, AND PERIODIC PAYMENTS

The bidder shall pay all employees for all hours worked in accordance with applicable laws. Monthly invoices may be submitted for progress payments. Owner may request that each invoice shall include certified payrolls for all employees working on the project. Invoices for stored materials shall be accompanied by proof of the stored materials, i.e., invoices.

11. LOCATION OF WORK

The proposed work is located in Saluda County, 1407 Newberry Hwy Saluda, SC (Parcel ID # 083-00-00-117). Bidders must be located within a reasonable distance of the property to adequately respond to future warranty issues and repairs.

12. COLLUSIVE BIDS

More than one bid or one contract from an individual, a firm or partnership, corporation, or an association under the same name or different names will not be considered. Reasonable grounds for believing that the bidder is interested in more than one bid for the same work will cause the rejection of all bids in which such bidder is interested. Any or all bids will be rejected if there is any reason for believing that collusion exists among any of the bidders; participants in such collusion will not be considered in future proposals.

13. AWARD OF LAND CLEARING CONTRACT

Saluda County reserves the right to reject or award a contract in the best interest of the County.

14. INSURANCE

Successful bidder shall be required to provide insurance as stated below and as required by other provisions of the RFB. This insurance is to be on the comprehensive form, shall protect the Contractor, and shall be written to include Saluda County

against any/all claims arising from injuries to the public, or damage to property of others arising out of any act or omission of the Contractor, his agents, employees or subcontractors.

The bidder shall carry Workman's Compensation and Employer's Liability Insurance with the statutory limits applying to employer's liability (\$100,000.00) covering all employees employed by him or Subcontractors while engaged under this Contract.

The bidder shall carry comprehensive general liability insurance with limits of liability not less than:

Bodily Injury:	\$1,000,000.00 - Each Person
	\$1,000,000.00 - Each Accident

Property Damage:	\$1,000,000.00 - Each Accident
	\$1,000,000.00 - Aggregate

The liability coverage under this policy shall contain no exclusion relative to blasting, explosive, collapse of buildings or damage to underground property. Liability limits under this policy shall be not less than the following:

Bodily Injury:	\$1,000,000.00 Each Person
	\$1,000,000.00 Each Accident

Property Damage:	\$1,000,000.00 Each Accident
	\$1,000,000.00 Aggregate

The bidder shall carry comprehensive fleet liability policy with limits of liability not less than:

Bodily Injury:	\$1,000,000.00 - Each Person
	\$1,000,000.00 - Each Accident

Property Damage:	\$1,000,000.00 - Each Accident
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Fire, Windstorm and Vandalism insurance shall be carried and maintained by the bidder in the name of the Owner and bidder as their interest may appear.

The bidder shall submit certificates of insurance to Owner at the same time as signed contracts and bonds.

AGREEMENT REQUIREMENTS

- 1. S.C. Law Clause:** Upon award of an agreement for these services, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Saluda County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful company from requirements excluding the company from being authorized and/or licensed to do business in Saluda County, these requirements are in effect. By submission of this signed qualification, the company agrees to subject itself to the jurisdiction and process of the Eighth Judicial Circuit Court of Saluda County, as to all matters and disputes arising or to arise under the agreement and the performance thereof including any questions as to the liability for taxes, licenses or fees levied by State or local government.
- 2. Company Responsibility:** Each company shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. The failure or omission of a company to acquaint itself with existing conditions shall in no way relieve them of any obligation with respect to this qualification or to the agreement.
- 3. Affirmative Action:** The company will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical disability.
- 4. Prime Contractor Responsibilities:** The Company will be required to assume sole responsibility for the complete effort, as required by this RFB. The County will consider the company to be the sole point of contact with regard to contractual matters.
- 5. Subcontracting:** If any part of the work covered by this bid is to be subcontracted, the company shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved by the County. The successful company will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein. Subcontractors will be bound by this agreement and this obligation must be included in Prime and Subcontractors agreements.
- 6. Ownership of Material:** Ownership of all data, material, and documentation; including, but not limited to, plans and drawings, originated and prepared for the County pursuant to this agreement shall belong exclusively to the County. The County has the ability to utilize all data, material, and documentation in any manner or format deemed in the best interest of the County in the County's sole discretion for this project

and for any future project as determined in the best interest of Saluda County. The use and/or reuse shall be at no additional cost to Saluda County.

- 7. Nonresident Taxpayers:** If the company is a South Carolina nonresident taxpayer and the agreement amount is \$10,000 or more, the company acknowledges and understands that in the event it is awarded an agreement, the Company shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before an agreement can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 8. Indemnity:** The Company hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the company, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.
- 9. Termination for Default:**
The County Director has the right to terminate for default if the company fails to perform the Work, if the company fails to perform the Work within the time specified in the Agreement, or if the company fails to perform any other provisions of the Agreement. If exercised, the County becomes the owner of documents that are paid for and may utilize them in any manner the County deems appropriate.
- 10. Termination for Convenience:** The County may without cause terminate this agreement in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the company for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the company or its subcontractors. The failure of the Company to include a termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. The company expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this agreement in whole or in part for its convenience. The County has the ability to utilize all data, material, and documentation in any manner or format deemed in the best interest of the County in the County's sole discretion.

