



**Timber Harvesting  
BID #5862- 18/19**

DATE MAILED: 02/11/19

**RETURN BID NO LATER THAN:**

**CLOSING DATE:** February 28, 2019  
**CLOSING TIME:** 11:00 A.M.

**MAIL OR HAND DELIVER BID TO:**

**ANDERSON SCHOOL DISTRICT FIVE  
PO Box 439 (400 Pearman Dairy Road)  
ANDERSON, SC 29622 (29625)**

**NOTE: FAXED/EMAIL RESPONSES TO THIS BID ARE ACCEPTABLE:** Email To: [Bids@anderson5.net](mailto:Bids@anderson5.net)  
Fax To: 864-375-2026

**ANDERSON SCHOOL DISTRICT FIVE (ANDERSON) ASSUMES NO RESPONSIBILITY FOR IMPROPERLY MARKED OR MISDIRECTED BID RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.**

**PURCHASING OFFICIAL:** Pamela G. Hassan ([pamelahassan@anderson5.net](mailto:pamelahassan@anderson5.net)) **PROCUREMENT DIRECTOR**  
**PHONE NUMBER:** (864)260-5015

**OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:**

_____	_____	_____	_____
<b>NAME OF COMPANY</b>		<b>MAILING ADDRESS</b>	
_____	_____	_____	_____
<b>(AREA CODE) PHONE NUMBER</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
_____	_____	_____	_____
<b>FACSIMILE NO.</b>			

**EMAIL ADDRESS:** \_\_\_\_\_ **Minority Vendor? Yes ~or~ No (circle one)**

**I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:**

- 1) SUBMISSION OF A RESPONSE TO THIS BID/BID DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS.
- 2) COMPLIANCE WITH ALL REQUIREMENTS OF THE SOUTH CAROLINA DRUG-FREE WORKPLACE ACT, SECTION 44- 107-10, ET SEQ, S.C. CODE ANN, (1976). (APPLICABLE TO AWARDS IN EXCESS OF \$50,000).
- 3) COMPLIANCE WITH THE CODE OF LAWS OF SOUTH CAROLINA REGARDING THE ETHICS, GOVERNMENT COMPLIANCE WITH S.C. TAX WITHHOLDING AMENDMENTS SECTION 12-9-310(A) 2(3).
- 4) TO FURNISH ITEM(S) AND OR SERVICE(S) IDENTIFIED HEREIN, AT THE PRICE(S) QUOTED, PURSUANT TO ALL TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT OR ANY SUBSEQUENT WRITTEN AMENDMENTS, WHICH CLEARLY REFERENCE THIS BID NUMBER.
- 5) COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCE IDENTIFIED HEREIN.
- 6) RECOGNITION THAT THIS SOLICITATION IS GOVERNED BY THE ANDERSON COUNTY SCHOOL DISTRICT FIVE PROCUREMENT CODE

_____	_____
<b>AUTHORIZED SIGNATURE</b>	<b>AUTHORIZED SIGNATURE</b>
	<b>(PRINT/TYPED)</b>

**\*\*\*\*\* BID MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID \*\*\*\*\***

## GENERAL CONDITIONS

### 1. **INSTRUCTIONS TO BIDDERS:**

- a. Bids shall be publicly opened at the stated date and time as indicated in the Request for Bids and shall be conducted in the **ADMINISTRATION OFFICE, CONFERENCE ROOM, ANDERSON SCHOOL DISTRICT FIVE, 400 PEARMAN DAIRY ROAD (PO BOX 439, 29622) ANDERSON, SC 29625.**
- b. Sealed bids shall be enclosed and secured in an envelope. The name of the Bidder shall be displayed on the envelope. Bids shall be mailed to the **ANDERSON SCHOOL DISTRICT FIVE, PO BOX 439, ANDERSON, SC 29622** or hand delivered to **ANDERSON SCHOOL DISTRICT FIVE, ADMINISTRATION OFFICE, 400 PEARMAN DAIRY ROAD, ANDERSON, SC 29625**
- c. Bids shall be submitted no later than the stated date and time as indicated in the Request for Bids to the place and in the manner as described in paragraph 1b above and on the date indicated by the Request for Bids. Bids received after this time are considered late bids. Late bids **shall not** be considered, unless the delay was caused by improper handling by the District employees.
- d. The District **shall not** accept responsibility for unidentified bids.
- e. In the event that a Bid is unintentionally opened prior to the official time set for the Bid opening, the employee opening such a Bid shall immediately inform the Director of Purchasing or designee who shall in the presence of another employee, shall re-seal the envelope and note on envelope that it was opened in error.
- f. All prices and quotations shall be entered in ink or typewritten and shall remain firm for not less than forty-five (45) days from the date of the Bid. Mistakes may be crossed out and corrections inserted adjacent thereto and shall be initialed in ink by the person signing the Bid. The Bidder shall insert the net per stated unit and the extension against each item, which he/she proposed to deliver. The prices shall include in the grand total column all delivery charges, installation, and applicable taxes when necessary.

2. **TAXES:** It is not necessary to show South Carolina sales tax on the Bid, however if Bidder prefers to show it, it must be shown as a separate entry on the Bid total summation. In other words, there shall be a Bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.

3. **PROPRIETARY INFORMATION:** Bidders shall visibly mark as “**CONFIDENTIAL**” each part of their Bid which they consider proprietary information. Price may not be considered confidential proprietary information.

4. **AMBIGUOUS BIDS:** Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

5. **CONVENANT AGAINST CONTINGENT FEES:** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Anderson School District Five shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. **BIDDER'S QUALIFICATIONS:** Bids shall be considered only from Bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

### 7. **ACKNOWLEDGMENT OF AMENDMENTS TO REQUESTS FOR BIDS:**

- a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram.
- b. Anderson School District Five must receive the acknowledgment by the time, date and at the place specified for receipt of bids.

8. **AFFIRMATIVE ACTION:** The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.

### 9. **EXPLANATION TO PROSPECTIVE BIDDERS:**

- a. Any prospective Bidder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Bidders before submission of their bids.

- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
  - c. Any information given to a prospective Bidder pertaining to this solicitation shall be furnished promptly to other prospective Bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders.
10. **AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Bid form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Bid price, conformity to specifications, delivery, the District’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.
- In the event that identical bids are received on like items, the Director of Purchasing shall award bids in accordance with the District’s Procurement Code.
11. **WITHDRAWAL OF BIDS:** Any Bidder may withdraw his Bid prior to the closing time scheduled for the receipt of bids. No Bid shall be withdrawn for a period of forty-five (45) days after the scheduled closing time for the receipt of bids. The District reserves the right to award the contracts for a period of forty-five (45) days.
1. **SUBMISSION OF DATA:** Each Bidder, upon request, shall submit evidence of liability insurance, Workmen’s Compensation (if required), and other data regarding experience relating to this Bid and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.

The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Bid requirements. The successful vendor must furnish a statement of Workers’ Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Anderson School District Five.

Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without 15 days advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

13. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the District or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the District reserves the right to defend such action and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
14. **STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Bid and signing the Bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Bid submitted complies with all applicable federal and state laws and regulations.
15. **BIDDERS RESPONSIBILITY:** Each Bidder shall fully acquaint himself/herself 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/herself with existing conditions shall in no way relieve the Bidder of any obligations with respect to this Bid or contract.
16. **FAILURE TO SUBMIT BID:** If a recipient does not submit a Bid or fails to respond by submitting a “no bid” for three (3) consecutive bids for the same commodity, they may be removed from the applicable vendor list.
17. **EXAMINATION OF RECORDS:**
- a. Anderson School District Five shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers or other records involving transactions related to this contract.
  - b. The contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the superintendent of Anderson School District Five or her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor’s directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
18. **BID BOND:** Bids will be accompanied by a Bidder’s bond or certified check equal to three percent (3%) of the total dollar value of the submitted bid. When bid bond is required, it shall be stated so in the Special Bid Conditions.

19. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.
20. **SAMPLES:** Bidders may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Bidders shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted. The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references of detailed descriptions are required to support quotations or items included in the Bid, it is to be understood that whatever is submitted with the Bid in compliance with that requirement, will represent what the Bidder actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.
21. **PACKAGING AND DELIVERY:** All Shipments shall be FOB to the District locations specified. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.
22. **"OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade 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 comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, 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. If any Bidder desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.
23. **PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Bid.
24. **INSTALLATION:** Where equipment is called for to be installed under this Bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
25. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
26. **SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.
27. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
  - Name of business concern
  - Contract number or other authorization for delivery of service or property
  - Complete description
  - Price and quantity of property or service actually delivered or executed
  - Shipping and payment terms.
  - Name where applicable
  - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
  - Other substantiating documentation of information as required by the contract.
28. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Bidder shall include with his/her Bid delivery dates for each item as requested, and shall furnish all items in accordance with the Bid solicitation unless an extension was granted by the District in writing.

29. **SERVICE FACILITIES:** In considering the equipment Bid upon, the District shall take into consideration past performances of existing installations, service and maintenance facilities provided by the Bidder. The Bidder shall have available a local service organization that is trained in the proper servicing of equipment.
30. **PERFORMANCE BOND:** ~~The successful Bidder shall furnish within ten (10) calendar days, after written notice is issued indicating bid acceptance, a performance bond. Contractor shall provide and bear the burden of the cost of the performance bond. The bond shall represent one hundred percent (100%) of the total bid sum. The bond shall be issued by a Surety Company licensed in the State of South Carolina, with an "A" minimum rating of performance as listed in the current publication of "Best's Key Rating Guide, Property Liability", which shall indicate a financial strength rating of at least five (5) times the total bid sum. Each bond shall be accompanied by a "Power of Attorney" authorizing the attorney in fact to bind the surety and certified to include the date of the bid bond.~~
31. **LIQUIDATED DAMAGES:** Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Director of Procurement, he/she shall pay liquidated damages in the sum of one hundred dollars (\$100.00) per day minimum and/or in accordance with the District Procurement Code.
32. **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 status 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 itself 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.
33. **COMPETITION:** There are no Federal or State laws that prohibit Bidders from submitting a Bid lower than a price or Bid given to the United States Government. Bidders may bid lower than United States Government Contract price without any liability because the State is exempt from the provisions of the Robinson-Patman Act and other related laws.
34. **EXCUSABLE DELAY:** 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 the 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 the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
35. **ASSIGNMENT:** No Contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement.
36. **SPECIFICATIONS:** Any deviations from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful Bidder shall be held responsible thereof. Deviations must be explained in detail on separate sheets and be attached to the submitted Bid.
37. **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:**
- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).
  - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.
38. Documentation contained in section "C" shall be completed and submitted along with Bid.
39. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Director of Purchasing, providing 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 canceled upon request and for the convenience of the District without the required thirty (30) day advance notice, then the District shall negotiate reasonable termination costs, if applicable. This does not apply in the case of non-appropriation.

- b. **Termination for Cause:** Termination by the District for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in the Bid shall apply.
40. **DEFAULT:** In the event the successful contractor defaults on any part or all of his Bid, Anderson School District Five reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent bids of the defaulting contractor shall be considered unless assessed charge has been satisfied.
41. **DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Bid, you are certifying that you will comply with the Drug Free Workplace Act.
42. **RIGHT TO PROTEST:** Any vendor desiring to exercise rights under section XIV.A (SC 11-35-4210 - right to protest) of the Anderson County School District Five Procurement Code should direct all correspondence to: Director of Purchasing, Anderson County School District Five, PO Box 439, Anderson, S.C. 29622. Note: Does not apply to small purchases (less than \$25,000. in actual or potential value).
43. **POSTING OF AWARD:** Notice of Award or Intent to Award will be posted in the Purchasing Department located at the 400 Pearman Dairy Road, Anderson, SC 29622. If the total value of the contract resulting from this solicitation is less than \$50,000.00, Bidders who desire to receive a copy of the Statement of Award must include a self addressed stamped envelope. All Bidders will receive an "Intent to Award" should the total value of any contract resulting from this solicitation is \$50,000.00 or greater.
44. **NON-APPROPRIATIONS:** Any contract entered into by Anderson School District Five resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.
45. **RETENTION:** (a) Maximum amount to be withheld. In any contract or subcontract for construction which contract or subcontract provides for progress payments in installments based upon an estimated percentage of completion, with a percentage of the contract's proceeds to be retained by the District or general contractor pending completion of the contract or subcontract, the retained amount of each progress payment or installment must be no more than three and one-half percent (3.5%)
46. **SC SCHOOL DISTRICTS:** Other school districts located in the State of South Carolina will be able to utilize this bid. Each S.C. School District's obligation and liabilities are independent of every other S.C. School District's obligations and liabilities. No S.C. School District shall be responsible for any other S.C. School District's act or failure to act.

**Note:** No qualified individual with a disability shall, by reason of such disability, be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by Anderson School District Five. (Title II ADA)

"By submitting a proposal (IFB/RFQ), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public ( federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three -year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity."

**ADDITIONAL REQUIREMENTS**

**REFERENCES:**

A minimum of 3 current references is required. Bidders who fail to meet this requirement will be disqualified. NO EXCEPTIONS. References with SC K-12 Public School Districts are preferred but not required.

Award will be to ONE vendor and is contingent upon receiving good reference checks. Reference checks that are deemed substandard as determined by District Officials will result in automatic disqualification of bid submittal. The District reserves the right to make this determination without challenge.

**Reference One**

District Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note:** Provide a brief description of project details

**Reference Two**

District Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note:** Provide a brief description of project details

**Reference Three**

District Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note:** Provide a brief description of project details

## Scope of Work

Anderson School District Five is seeking competitive sealed bids from qualified sources for the lump-sum sale of timber located at Beckman Drive and South McDuffie Street Extension as outlined in this solicitation. The successful vendor will “clean cut – harvest – remove” timber on 30 acres based on the surveyed boundary lines.

### SPECIFICATIONS:

**TAX MAP: #151-00-06-005-000**

**ACREAGE: 30**

- 1) Stumps must remain visible.
- 2) It shall be the responsibility of the contractor to protect all onsite utilities such as power poles, overhead lines, water valves, water meter, etc.
- 3) Road and trails must be opened before the skidding operation begins.
- 4) All litter/garbage resulting from the logging operation shall be removed from the site upon harvest completion.
- 5) Loggers are prohibited from carrying firearms and/or hunting on the property.
- 6) Bidder will be responsible for any damage resulting from the harvest operation to fences, equipment, buildings, crop, field, pastures, roadways, creeks and the like, and to any other improvements or personal properties on or adjacent to the sale area. Further, the Bidder agrees to indemnify and hold the Anderson County School District harmless for any loss, cost, damage or liability of any nature whatsoever related to logging operations by the Bidder.
- 7) All harvesting operations shall be carried out in such a manner as to be in full compliance with the requirements of all applicable federal, state, and local law as they apply to a timber harvest. Proper maintenance of Stream Management Zones and adherence to the stream obstruction laws are the responsibility of the Bidder.
- 8) No trees, brush, limbs, tops, or other logging debris are to be left in streams, roads, fields, boundary lines or ditches.
- 9) The District will require a contract to be executed within ten (10) days from contract award. Before contract is executed, the successful Contractor shall provide proof of insurance as outlined in this solicitation. The contractor shall also submit cash or certified check in the amount of the bid price at signing of the contract.
- 10) Anderson School District Five reserves the right to halt logging operations if designated work site becomes too wet or if the conditions described in this contract are not being met. Additional days may be granted if the District determines the site too wet for work.

- 11) The successful bidder may begin work upon completion and signing of the contract and will have 45 days to remove all timber from the designated work site.
- 12) Bidder will be required to notify the District twenty-four (24) hours prior to the start of logging operation.
- 13) Skidding, loading, decking and access routes shall be confined to the sale. Contractor must place the appropriate amount of stone at the logging entrance to reduce the amount of debris.
- 14) Special attention must be made to stay within the surveyed boundaries.
- 15) Award will be to one vendor.
- 16) See Google Image on the next page, specifically the section outlined in black.

# Google Image



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PRICE SCHEDULE

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**Bid for Timber Harvest:**

**1) Lump-Sum Offer**

**\$\_\_\_\_\_**

\_\_\_\_\_  
Authorized Representative's Name (Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Date

# Contractor/Vendor Agreement

While on District properties, all contractors, sub-contractors, their employees and etc., must adhere to the following:

1. There are to be NO drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. There is to be NO fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on And5 property or adjacent thereto.
3. All necessary precautions must be taken to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on And5 property.
4. The vendor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the District or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the District reserves the right to defend such action and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
5. Contractors must secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on And5 property. Contractor must ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on And5 property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to And5 personnel or And5's legal counsel immediately upon request.
6. Contractor must not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended. Contractor must not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and must abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by And5 regardless of the number of employees you employ.
7. Licensing Requirements South Carolina Code SECTION 40-11-30: No entity or individual may practice as a contractor by performing or offering to perform contracting work for which the total cost of construction is greater than \$5,000.00 for general contracting or greater than \$5,000.00 for mechanical contractor without a license issued in accordance with this Chapter and by the SC Department of Labor, Licensing and Regulation.

## CONTRACTOR/BUSINESS LICENSE:

\_\_\_\_\_  
(type or print Classification)

\_\_\_\_\_  
(type or print SC Contractor's/Business License Number)

\_\_\_\_\_  
Authorized Signature

*IN THE EVENT THE SUCCESSFUL CONTRACTOR DEFAULTS ON ANY PART OR ALL OF HIS BID, ANDERSON SCHOOL DISTRICT FIVE RESERVES THE RIGHT TO PURCHASE ANY OR ALL OF THE SERVICES IN DEFAULT ON THE OPEN MARKET AND CHARGE THE DEFAULTING CONTRACTOR FOR THE DIFFERENCE OF THE COST. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS FROM DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGES ARE SATISFIED.*

**Permits and Responsibilities:**

Contractors shall, without additional expense to the District, be responsible for obtaining any necessary licenses and permits and for complying with any applicable federal, state or local laws, codes and regulations in connection with the execution of the work. The contractors shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence.

**Insurance:**

The contractor shall provide and maintain during the entire period of performance under this contract, the following insurance coverage:

<u>TYPE</u>	<u>AMOUNT</u>
Worker's Compensation	\$1,000,000.00
Comprehension General	\$1,000,000.00 per occurrence for bodily injury
Comprehensive Vehicle	\$1,000,000.00 per person
Liability	\$1,000,000.00 per accident for bodily injury
	\$1,000,000.00 for property damage
Property Damage	\$100,000.00 each occurrence
	\$200,000.00 aggregate
Cargo Insurance	\$150,000.00 transit replacement value per truckload

Prior to the commencement of work, contractors must furnish to the District, a Certificate of Insurance Coverage showing the District as a loss payee. No insurance will be acceptable unless written by a company licensed by the State Insurance Department to do business in South Carolina where the work is to be performed at the time the policy is issued and the company must be acceptable to the District

Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of our result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of the, or by any one for whose acts any of them may be liable:

Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment.

Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the District assigned, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name the District as the certificate holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names the District (ii) provides no material alterations, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the District has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Certificate of Insurance must be received directly from the insurance agent or the insurance company.

Contractor shall provide a minimum of thirty (30) days written notice of any proposed reduction of coverage or limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

The District's failure to demand either a certificate of insurance required by this paragraph is not waiver of contractor's obligations to obtain the required insurance.

**NOTE: Proof of the above coverage (the ACORD 25) must be provided prior to the start of any work in the District.**

**MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS**

**a) Statement of Policy:**

It is a practice of the ANDERSON School District Five that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vendor or contractor and the District which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the District. Further, it is the practice of the District to encourage and promote, on an inclusionary basis, contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the ANDERSON School District Five will comply with this policy.

**b) Subcontractor Participation**

ANDERSON School District Five, through its contract documents, encourages contractors to utilize minority subcontractors on their projects. A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

**c) Business Utilization Report**

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with ANDERSON School District Five. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

**Business Enterprise Utilization Report**

List all vendors/subcontractors to be used on this project. All MBE's or WBE's proposed for utilization on this project must be certified by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the ANDERSON School District Five's Minority Business Enterprise Plan.

In column 6 below, please specify ethnic/racial/gender group as follows:

- AABE – African-American Business Enterprise
- HBE – Hispanic Business Enterprise
- ABE – Asian-American Business Enterprise
- FBE – Female Business Enterprise
- MAJ – Majority Business Enterprise

Project Title	W/M Business Enterprise Name	Address	Contact Person(s)	Telephone #	Designation Code

**Statement of Intent**

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Anderson County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically the ANDERSON seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Women Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Women Business Enterprise utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Women Business Enterprise Program in the performance of this contract.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Project: \_\_\_\_\_

## **SC Illegal Immigration Reform Act Compliance Agreement**

The new South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law.

By signing your Offer, you the contractor, certify that said company will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008 Title 8 Chapter 14 of the S.C. Code Annotated). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

### **Federal Grants Sam Statement**

By submitting a bid/proposal, the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public ( federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity."

**Anderson School District Five**  
**Bidder's Statement of Assurances & Compliance**

The undersigned, as bidder, certifies the special instructions, contractual requirements and all other information provided in the bid have been read and understood.

The bidder hereby provides assurance the firm represented in this bid, as indicated below.

1. Will comply with all requirements, stipulations, terms and conditions as stated in the bid document:
2. Complies with all applicable Federal and State Laws and Regulations relative to non-discrimination employment practices:
3. Complies with all requirements Relating to the SC Drug-Free Workplace Act; and
4. Is not guilty of collusion with other vendors possibly interested in this proposal in arriving at or determining prices to be submitted;
5. Has never been disqualified or terminated from a federal or state government contract.
6. That such agent as indicated below is officially authorized to represent the firm and has the authority to commit the firm to a contract.

\_\_\_\_\_  
Authorized Representative's Name (Print) Title

\_\_\_\_\_  
Authorized Representative's Signature Date

Vendor's Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Vendor's Federal Identification # or Social Security # \_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

SC Certified Minority Vendor yes \_\_\_\_\_ no \_\_\_\_\_

If yes, SC Certification # \_\_\_\_\_