



INVITATION FOR BIDDERS

TREE TRIMMING AND REMOVAL

IFB # FI-2017- 002

SUBMISSION DEADLINE:

MARCH 24, 2017
10:00 A.M.

FOR

CITY OF FOUNTAIN INN
200 NORTH MAIN STREET
FOUNTAIN INN, SC 29644

REQUEST FOR BID AND INSTRUCTIONS FOR BIDDERS

The City of Fountain Inn is accepting sealed bids from qualified, licensed contractors for the purpose of establishing contractual agreements for tree trimming and removal services for a one year period with an option to renew for two additional years.

The work under the proposed contract shall conform to the requirements of the City of Fountain Inn Ordinances and South Carolina State Department of Transportation Laws.

The City of Fountain Inn reserves the right to reject any and all bids, wholly or in part, or to accept any bid even if the bid is not the lowest cost, if it is deemed to be in the best interest of the municipality, to waive informalities deemed inconsequential and to make awards in a manner deemed to be in the City's best interest. The City of Fountain Inn reserves the right to reject the bid of any contractor that imposes terms or conditions in conflict with conditions stated in the bid. Minority-and woman-owned businesses are encouraged to bid.

Any response to the IFB must be received and will be publicly opened and read aloud no later than:

Friday, March 24, 2017 at 10:00 a.m. (EDST)

City Hall

200 North Main Street

Fountain Inn, SC 29644

General Information:

Please submit three hardcopies of the bid proposal by the bid receipt deadline. No electronic copies will be accepted. Bid responses must be signed in **BLUE INK** only. Bids may be mailed or hand delivered to Lori Cooper, City Hall, City of Fountain Inn, 200 North Main Street, Fountain Inn, SC 29644.

Bidders are advised that the City of Fountain Inn reserves the right to conduct an independent investigation of any information, including prior experience, identified in the response. Bidders are responsible for effecting delivery by the deadline date; late submissions will be rejected without opening. Fountain Inn accepts no responsibility for misdirected or lost proposals. Late, faxed or e-mailed responses will NOT be considered.

Please label bid as indicated below:

BID LABEL:

**CITY OF FOUNTAIN INN
SEALED BID: IFB 2017-002
TITLE: TREE TRIMMING AND REMOVAL
ATTN: PUBLIC WORKS DEPARTMENT
200 NORTH MAIN STREET
FOUNTAIN INN, SC 29644**

Bids must be prepared and submitted in a **sealed** envelope.

All bids are subject to the City of Fountain Inn's Procurement Ordinance, Ordinance #2010-001 dated February 2, 2010. The Procurement Ordinance is available on the City's website at:

<http://www.fountaininn.org/Websites/fountaininn/images/Procurement%20Ordinance%20%20Signed%20%202010.pdf>

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30 of the South Carolina Code of Laws, 1976, as amended, (The Freedom of Information Act) with the exception that commercial, financial or proprietary information obtained in response to an Invitation for Bid that is privileged and confidential need not be disclosed. At the time of submitting a proposal or bid, the party supplying a bid or proposal must identify any portions of the proposal or bid considered by the party to be a trade secret and thus eligible to be withheld from public inspection and copying.

Bids shall be unconditional and accepted without alteration or correction, except as authorized by the City's Procurement Ordinance. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Corrections or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts after award but prior to performance shall be supported by a written decision made by the Procurement Officer but only upon a written request by a bidder and when documents will clearly evidence the error or mistake and which demonstrates the bidder will suffer substantial loss. Any correction causing the bidder to become low bidder must be clearly evident by an analysis of the bid documents.

Discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the City's sole judgment, needing clarification shall be accorded such an opportunity. Clarification of any bidder's bid must be documented in writing by the Procurement Officer and shall be included with the bid. Documentation concerning the clarification shall be subject to disclosure upon request.

Proposals must be signed by an official authorized by the vendor to submit a bid proposal. Bid prices must remain valid for 90 days.

Prices and specifications submitted remain valid without change for the duration of the contract period unless otherwise stipulated in the bid.

Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the IFB. Under no circumstances shall the City of Fountain Inn be liable for or pay any cost in connection with a bidder's submission. Proposals shall be written in ink or typewritten. No erasures are permitted.

Mistakes may be crossed out and corrected and must be initialed in blue ink by the person **signing** the proposal.

NON- APPROPRIATION:

All Bidders are notified that the construction contract as specified in this IFB shall be contingent upon appropriation. In the event that funding is eliminated, decreased, or not granted, the City reserves the right to terminate any IFB or any contract awarded hereunder accordingly.

PUBLICITY RELEASES:

Contractor agrees not to refer to an award of this bid in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City.

JURISDICTION/VENUE:

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. By submission of a signed bid proposal, 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. Venue shall be Greenville County.

TERMINATION:

Subject to the provisions below, the contract awarded may be terminated for any reason by the City by providing a 30 day advance notice in writing 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 City without the required thirty (30) days advance written notice, then the City may negotiate reasonable termination costs, if applicable.

b. Termination for Cause: Termination by the City 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.

RIGHT TO PROTEST:

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Procurement Officer in the manner stated below within

Seven (7) days of the date notification of award is posted. A failure to file a protest within this time shall be an absolute bar to any later filing.

PROTEST PROCEDURE:

A protest shall be in writing, submitted to City Administrator, City of Fountain Inn, 200 North Main Street, Fountain Inn, SC 29644 and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

DISCREPANCIES AND OMISSIONS/ADDENDA:

Should Bidders find discrepancies in or omissions from the Invitation to Bid documents, or should their intent or meaning appear unclear or ambiguous, they must notify the City Administrator in writing requesting resolution. All questions regarding discrepancies, omissions or clarifications must be submitted in writing. Replies to such notices may be made in the form of Addenda to the Bid documents, which will be issued simultaneously to all Bidders. Bidders must acknowledge receipt of all Addenda in their bid submittal.

The City will not be bound by any oral interpretations or clarifications of the IFB documents. **The cutoff for questions will be, Friday, March 17, 2017 at 12:00 pm (noon) EDST.**

All questions regarding discrepancies, omissions or clarifications shall be directed in writing to:

City Administrator
200 North Main Street
Fountain Inn, SC 29644
Fax: 864-862-4812
email: mike.pitman@fountaininn.org

BID RESPONSE REQUIREMENTS:

PRICING:

The bid proposal shall include the pricing information to allow the City a meaningful opportunity to evaluate the vendor's bid.

VENDOR INFORMATION:

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

1. Name, address, email, and telephone number of a primary contact person.
2. References: List three (3) references that bidder has provided similar tree services. Include: company name, contact name and phone number.
3. History of firm, including list of public sector entities for which services have been provided
4. Copy of liability insurance and workers compensation
5. Copy of W9

REQUIRED CONTRACT CLAUSES:

INSURANCE –INDEMNITY:

Contractor agrees to maintain general liability insurance for all of Contractor's work and name the City as an additional insured.

Workers Compensation Insurance. Contractor shall provide and pay for worker's compensation insurance. *The City does not provide worker's compensation insurance for Contractor of Contractor's employees.* Contractor shall provide a declaration page from Contractor's workers compensation insurance policy to the City. Contractor's insurance company/agent shall be required to notify the City in the event the insurance premiums are not paid. In the event that Contractor's worker's compensation insurance is canceled, for any reason, this agreement shall automatically terminate. The City may, in its sole discretion, secure worker's compensation insurance for the Contractor and deduct any premiums therefore from any sums due Contractor for services rendered pursuant to this agreement.

Contractor shall indemnify the City and the City's agents and save them harmless from against any and all claims, actions, damages, liability and expense, of any type, kind or description, including attorney fees and costs, in connection with loss of life, personal injury and/or damage to property arising from or out of the services to be rendered pursuant to the terms of this Agreement, the work of employees of Contractor while performing the services hereunder, or any breach or alleged breach by Contractor of this Agreement.

The City shall not be liable for injury or death occurring to Contractor or any of its employees or other assistants in the course of performing this Agreement.

All personal property used by Contractor in connection with this Agreement shall be and remain at Contractor's sole risk, and the City shall not be liable for any damage to, or loss of such personal property arising from any acts of negligence of any persons, or from any other cause whatsoever, nor shall the City be liable for any injury to the person of the Contractor or other persons employed by Contractor, Contractor expressly agreeing to save the City harmless in all cases. Contractor shall carry at his expense and pay all premiums for insurance to cover his personal property used in connection with the services to be rendered hereunder.

ASSIGNMENT:

The Contractor shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the City.

DAMAGES AND REMEDIES:

In the event of a breach of this Agreement:

The City's sole obligation shall be to pay Contractor the amount due for goods and services already acceptably performed. In no event shall the City be liable for any lost profits or consequential, incidental or special damages.

Contractor waives any and all right to injunctive relief in the event of any dispute with the City, and the Contractor's sole remedy in such a dispute shall be the payment of any sums due and owing to Contractor as specified her

BINDING ARBITRATION – S.C. Code §15-48-10. In the event of a dispute arising pursuant to this Agreement, the parties agree that the dispute shall be resolved through the use of binding arbitration. The parties agree that any and all disputes between them that cannot be amicably settled, shall be determined solely and exclusively by arbitration. A neutral arbitrator shall be chosen by the parties who shall arbitrate in accordance with the hearing procedures for arbitration hearings as set forth in the Commercial Arbitration Rules of the American Arbitration Association or any successor thereof (“AAA”) including if applicable, the Expedited Procedures of such rules or the Optional Rules For Emergency Measures of Protection, but shall not use the services of the AAA. The neutral arbitrator shall make all administrative decisions. Arbitration shall take place at an appointed time and place in Greenville County, South Carolina

CERTIFICATE OF COMPLIANCE:

The successful bidder must submit, on a form acceptable to the City, a Certificate of Compliance with the South Carolina Illegal Immigration Reform Act, South Carolina Code Ann. §8-14-10 et. seq.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Public Works Director may request additional information, samples, or presentations in support of bid submittals. Additionally, The Public Works Director may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical ability to perform the required work.

SCOPE OF WORK

The Contractor shall furnish adequate labor crew, equipment, tools to safely and efficiently complete assigned tree trimming and removal projects as directed by the Director of Public Works or his designee.

The Contractor must designate an individual as the crew supervisor and who shall be responsible for the crew's activities to accomplish the assigned work. Should the supervisor be unsatisfactory or non-responsive in the determination of the Director of Public Works, the City may request that another responsible party be designated, and this request will be granted.

The Contractor shall perform all work in accordance with the latest government safety regulations, including but not limited to all, SC Department of Labor and Workforce performance & Federal OSHA regulations and suggested practices. All work shall be performed in accordance with ANSI Z 133.1 “Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush Safety Requirements” with special emphasis given to the requirements that only qualified line-clearing trimmers be assigned to work where a potential electrical hazard exists.

HAZARDOUS TREE REMOVAL

The trees to be removed will be marked on the trunk with a white “X” facing the street at approximately six (6) feet above ground level. Only the designated hazardous trees shall be trimmed or removed, unless otherwise directed by the City Director of Public Works.

Ropes shall be used for lowering cut branches when necessary to prevent damage to trees, conductors, fences, vehicles and other property. No hangers shall be left in the trees after removal is complete.

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees, shrubs, lawns, curbs, walks and other real or personal property. Any damage caused by the contractor, including, but not limited to, broken sidewalk, curb, rutted lawn, broken water shut-offs, wire damage, building damage, street damage, etc., will be repaired or replaced in a timely manner to the City’s satisfaction and all costs paid by the contractor.

Trees shall be cut off as close to the ground as possible, especially in residential areas. In no case will the remaining stump be more than four (4) inches of the existing ground. Stumps shall be flush and level without pointed wood fibers projecting upward.

Stumps and roots shall be mechanically ground down a minimum of twelve (12) inches below normal ground level. The stump grindings strewn on the street or sidewalk shall be removed and placed as follows: The Contractor shall place the grindings in the stump hole and leave enough heaped over the stump hole to allow for settlement; and the contractor shall remove all stump grindings from the area; bring in dirt to fill holes; level and grade the site with six (6) inches of soil, seed with native grass; and then perform a final cleanup.

Wherever a tree (not scheduled to be removed) must be trimmed or pruned, the Contractor shall insure that such trimming and pruning is carried out under the direct supervision of a licensed arborist.

Contractor to provide emergency tree service on a 24-hour, 7 days per week basis. Upon receiving a service call from a City authorized representative, the Contractor shall respond within 1 hour and commence work within 2 hours for emergency services. Contractor shall respond within 24 hours and commence work within 5 business days for routine service.

Contractor must own or lease sufficient equipment to accomplish the work (chain saws, aerial lift, wood chipper, crane, bucket truck, stump grinder, log trucks, chipper dump box, etc.). All equipment must be in good working order and the Contractor shall have a sound backup plan in case of equipment failure. Equipment must be available for inspection after bid opening and before bid awarding.

The Contractor shall make all necessary arrangements with any public and municipal utility (telephone, water, power, gas, cable and storm drains) that must be protected or relocated in order to accomplish the work. If the Contractor should damage any equipment, the Contractor shall notify the Director of Public Works, or his designee, and the Contractor shall notify the utility provider or department whose equipment has been damaged. The Contractor shall be responsible for all necessary repairs or replacements.

The Contractor shall clean all debris from tree trimming work, tree removal, ground clearing and stump removal operations each day before the work crew leaves the site, unless permission is given by the Director of Public Works, or his designee, to do otherwise. All areas are to be left in a condition equal to, or better than, that which existed prior to commencement of forestry operations.

Any materials resulting from the trimming or removal of any trees shall become the responsibility of the Contractor.

The City of Fountain Inn reserves the right to ask for firm price from qualified contractors for specific projects as opposed to assigning the work on a per diem basis.

The Contractor is responsible for traffic control and any cost associated with the service. Any streets that are owned by SCDOT must be permitted by SCDOT before work begins.

At the time of the bid opening, each bidder will be presumed to have read and be thoroughly familiar with the scope of work of this IFB. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

There is no promise of any work assignment made by completing this bid. Work will be assigned on an as needed emergency or scheduled basis in accordance with The City of Fountain Inn's needs.

Bids from individuals and/or companies with delinquent accounts with The City of Fountain Inn will not be accepted until all accounts are paid in full.

Bid prices shall be stated in terms of unit prices per hour for equipment and operator. Minimum charges shall be clearly stated. Any Contractor under contract may add to, or delete items from their list of equipment available, but any prices given shall not change during the life of the contract, once presented to the City for signature.

BID SUBMISSION REQUIREMENTS

All bids/proposals are to be delivered to the place specified and no later than the time specified on the bid announcement.

All bids and/or proposals shall be properly signed, enclosed in an envelope, sealed and plainly marked on the outside of the envelope, "**Bid for Tree Trimming and Removal**". An individual authorized to bind the bidder to the proposed contractual agreement shall sign the bid proposal.

Bid price proposals shall consist of the following:

- Bid Pricing Sheet
- Three References
- Workers Compensation Insurance
- Employer's Liability Insurance
- Comprehensive General Liability Insurance
- Comprehensive Automobile Liability Insurance
- Bodily Injury and Property Damage Insurance
- Contractor License (if applicable)

ADDENDA

If any changes are made to this IFB, an addendum will be issued. Addenda will be e-mailed, faxed or mailed to all bidders on record as having picked up the IFB from the City. Ultimately the Contractor shall be responsible for contacting the City to verify that they have received any and all addenda issued, for familiarizing themselves with all addenda requirements and inclusion of all requirements into their bid prices. Failure to obtain and include all addenda issued by the City and to list them on the bid shall be ground for disqualification.

CONTRACTOR REQUIREMENTS

It is mandatory that the Contractor be able to meet the following requirements:

The Contractor shall have been licensed as an operating business in the State of South Carolina and shall have successful experience (with satisfactory references) for tree trimming and removal services.

The Contractor must have been regularly and actively engaged in the tree trimming and removal business with a minimum of 5 years' experience, operating under the same business name and business organization structure; and performing the type of work described in the IFB from a fully staffed location that is located within a 100 mile radius of the City of Fountain inn.

The Contractor must own or lease sufficient equipment (chain saws, bucket truck, wood chipper, crane, stump grinder, log trucks, etc.) that is well maintained, mechanically sound, and in good/excellent operating conditions to complete the tasks as described in a timely and efficient manner. If the Contractor does not own sufficient equipment to provide backup services in the case of equipment breakdown, the City reserves the right to use another available bidder, if necessary, to complete the work.

Contractors are responsible to ensure that each of their vehicles and equipment are registered, inspected, operated, and insured in accordance with the motor vehicle laws of South Carolina.

The Contractor shall maintain a 24-hour, 7-day per week emergency telephone number that is staffed by a person (24/7 cell phone is acceptable) and not just an answering machine. The Contractor shall provide a list of emergency off hours contact names and telephone numbers.

The Contractor shall carry the required insurance. Certificate of insurance shall be provided to the City of Fountain Inn prior to commencement of work and not later than 15 calendar days from notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until work is completed and accepted by the City of Fountain Inn, whichever is later.

The Contractor shall provide at least three (3) current references that are satisfactory to the City of Fountain Inn and will serve in accordance to the scope of work. The City may also be a reference where applicable.

GENERAL

The Contractor must check in and out with the Director of Public Works or his designee, for work to be performed to determine the exact scope of the task required.

Time shall be of essence regarding performance of each and every portion of the contracted work. Work schedules approved by the City of Fountain Inn shall be binding on the Contractor, except for reasonable delays due to weather, failure of the City in the performance of any of its prerequisite obligations, or site related circumstances beyond the control of the Contractor. Extension of time resulting from such delays is subject to approval by the City and may not be unreasonably withheld.

The City may issue a formal written notice calling for performance of the contracted work pursuant to a stated schedule, or the establishment of a work schedule. This notice may be conveyed by e-mail, telephone or US Postal Service. Failure to meet the response timelines may be considered a breach of contract. Continued non-compliance with the response times may be cause for termination.

The Contractor shall commence work in a timely manner and shall be required to continue with the work uninterrupted until complete.

The City may, upon failure of the contracted bidder to comply within a timely manner as specified in the IFB, engage the services of the next responsive bidder at his price as bid, providing that the Contractor has failed to appear and provide the requested services within 24 hours of notice by the City's intentions and its basis for such action. Once this provision is exercised, the City may, but shall not be obligated to, resume the service by the contracted Contractor at its bid prices.

HOURS OF WORK

It is intended that the Contractor shall accomplish the majority of work during normal business hours and on a straight-time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained for the Director of Public Works, or his designee, in written form. Standard hours of work shall be Monday-Friday 7:00 a.m. until 5:00 p.m. Except for emergencies, work will not be scheduled on holidays, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

QUALITY OF WORK

All work is to be of the highest quality work shall meet or exceed industry standards as established in the ANSI specifications and according to the plans, directions and instructions as presented by the authorized representatives of the City of Fountain Inn.

CONTRACTOR'S PERSONNEL

The Contractor shall use only trained and licensed personnel who are directly employed and supervised by the Contractor unless prior written approval is obtained by the City of Fountain Inn. The Contractor must designate an employee/representative, acceptable to the Director of Public Works or his designee, who shall oversee and be responsible for the satisfactory completion of all work.

MATERIALS SAFETY DATA SHEETS

The Contractor must supply all applicable Material Safety Data Sheet forms to the City. Any vendor who receives a contract resulting from this invitation agrees to submit a MSDS for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws.

SUBCONTRACTING

The Contractor shall NOT subcontract or sublet any portion of the work without written consent of the Director of Public Works.

PERMITS AND LICENSES

The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract.

INSPECTION

The City of Fountain Inn reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of the City of Fountain Inn's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during the inspection, the Contractor shall remove or repair, at his/her own expense, such as defective work or material rejected and shall rebuild and/or replace same without extra charge.

If the Contractor Documents, the Owner's or his/her agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, Contractor shall give the Owner or his/her agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his/her agent or other proper authorities, be uncovered for examination at Contractor's expense.

WARRANTY OF WORKMANSHIP

Contractor shall provide a written one (1) year warranty after the date of final acceptance thereof against any latent defects, workmanship and installation for work performed during the contract period. The Contractor further warrants all workmanship shall be first class and in accordance with industry standards and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be considered defective.

WORKING TIME

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the City. **Computation of the number of hours worked shall include only those hours spent at the job site excluding meal times.**

PAYMENT

The Contractor will be paid per approved invoice (on a monthly basis). An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done, who authorized it and the applicable work order. Additionally, it will detail the net cost and extended cost for each category, and other approved items.

Payment for equipment (inclusive of operators) shall be based on the actual time the equipment is productively used or required (by the Director of Public Works or his designee) to be at the construction site. No payment shall be made for mobilization or demobilization of equipment, and not for any "down time" of any equipment.

Payment for labor (exclusive of operators) shall be based on the actual number of hours that the particular labor class was productively employed at the construction site as determined by the Director of Public Works or his designee.

The Contractor shall maintain and keep current a summary report that will reflect cumulative dollar figures for items invoiced. This report shall be made available to the City of Fountain Inn annually or upon request, and shall reflect cumulative dollar figures for each wage/labor category.

REJECTION OF BIDS

The City of Fountain Inn reserves the right to reject any and all bids.

CANCELLATION OF CONTRACT

The City of Fountain Inn reserves the right to cancel and terminate the contract in part or in full with 30 days' notice in the event that the services provided by the Contractor prove to be unsatisfactory.

CONTRACT LENGTH

The Contract shall cover the one-year period from date the contract is signed.

The City, at their sole discretion, may extend the contract for up to two (2) additional one year periods at the unit prices bid.

**CITY OF FOUNTAIN INN
 BID PRICING SHEET**

STREET TREE CREW	QUANTITY HOURS	UNIT PRICE (\$/Hour)	TOTAL PRICE (\$)
Bucket Truck/Ariel Lift Truck w/Operator			
Crane/Boom Truck w/ Operator			
Chipper & Truck w/Operator			
Log Truck w/Operator			
1 Tree Climber			
1 Laborer			
OTHER (please list here)			
TOTAL STREET TREE CREW			

No increase in the unit price bid, once accepted and awarded, will be permitted.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE (sign): _____

NAME (print): _____

TITLE: _____

OFFICE PHONE: _____ CELL PHONE: _____

EMAIL: _____

**CITY OF FOUNTAIN INN
CONTRACT QUALIFICATION DATA**

List the exact name of your firm: _____

How many years has your firm been in business under its present business name and business organization structure? _____ years

How many years has your firm been regularly and actively engaged in the tree trimming and removal business, performing the type of work described in this IFB? _____ years

How many full-time employees hold a valid South Carolina CDL license? _____

How many of the following type of equipment does your firm own or lease and are available for use by your crews?

_____ aerial lift	_____ log truck
_____ bucket truck	_____ chipper box truck
_____ wood chipper	_____ (_____) Other/Specify
_____ stump grinder	_____ (_____) Other/Specify

Does your firm provide emergency repair service on a 24-hour, 7-day per week basis?

_____ Yes _____ No

Does your firm have a twenty-four (24) hour emergency number that is staffed by a person and not an answering machine; or a cell phone number that is available twenty-four (24) hours a day seven (7) days a week?

_____ Yes _____ No

If yes, please list number () _____

CITY OF FOUNTAIN INN

Indicate below three (3) references that will serve to illustrate the ability of your firm to act as the primary Contractor for the contract:

Client Name and Address	Contact Person and Telephone Number

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE (sign): _____

NAME (print): _____

TITLE: _____

OFFICE PHONE: _____

CELL PHONE: _____

EMAIL: _____

DATE: _____

**CITY OF FOUNTAIN INN
INSURANCE REQUIREMENTS**

A. Worker’s Compensation and Employer’s Liability Insurance

Coverage as required by the Worker’s Compensation laws of South Carolina

B. Comprehensive General Liability Insurance

Coverage for Bodily Injury and Property Damage as follows:

Limits of Liability

Bodily Injury	\$1 Million each person \$1 Million each occurrence \$2 Million aggregate
Property Damage	\$1 Million each occurrence \$2 Million aggregate

The Comprehensive General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

1. **Work performed by the Contractor himself with his own employees;** “premises operations” line.
2. **Work performed by his Subcontractors; Contractor’s Protective Liability;** (“sublet work” or “Independent Contractors”) line. Use of subcontractors may be subject to provisions within the Specification regarding prior approval by the City. All subcontractors must also provide Certificates of Workers’ Compensation or General Liability Insurance.
3. **The Contractor’s liability assumed under the Contract Terms;** “hold harmless” or “indemnity agreement” line also known as Contractual Liability Insurance. This coverage must be explicitly stated **on** the Contractor’s Insurance Certificate.

C. Owner’s Protective Liability Insurance

The Contractor shall take out and furnish the Certificates of Insurance naming the City of Fountain Inn as additional insured as their interest may appear and maintain during the life of this contract complete. General Liability Insurance in amounts set forth above for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

D. Comprehensive Automobile Liability Insurance

All minimum coverage as required under South Carolina General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

Bodily Injury and Property Damage Combined single limit of \$ 1 Million

The insurance is to include all owned or hired vehicles of the Contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the Contract.

E. General Requirements for All Line of Insurance to be Furnished.

All policies shall be written so the City shall be notified of cancellation or addition of “restrictive amendments” by Registered Mail or by FAX not later than twenty (20) days prior to the effective date of such cancellation or amendment.

If the initial policy/policies expire prior to the completion of the work, renewal certificates shall be promptly filed with the City for extensions of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.

The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor’s work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor, and the City shall be harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions.

**CITY OF FOUNTAIN INN
CERTIFICATIONS**

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

I, the undersigned, authorized signatory for the below names contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the State of South Carolina relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection in the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the State of South Carolina.

OSHA TRAINING

The Contractor hereby certifies under penalties of perjury as follows:

1. Contractor is able to furnish labor that can work in harmony with all other elements of labor employed in the work;
2. All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
3. All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor