



Clemson University

Solicitation

Fixed Price Bid

Solicitation Number	7016
Date Issued	07/20/2009
Procurement Officer	Mike Nebesky
Phone	(864)656-2067
E-Mail Address	nebesky@clemson.edu

DESCRIPTION: Tree Maintenance and Storm Damage Relief Contract

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): ONGOING – No deadline See "Deadline For Submission Of Offer" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Hardcopy**

Unless indicated below, offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

**Clemson University/Procurement Services
Administrative Services Building
Silas N. Pearman Boulevard
Clemson, S. C. 29634**

DO NOT MAIL VIA US POSTAL SERVICE.

See "Submitting Your Offer" provision

CONFERENCE TYPE: None Scheduled For this Bid DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: Not Applicable
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TYPE OF PROCUREMENT	
<input type="checkbox"/> Information Technology Procurement	<input checked="" type="checkbox"/> Goods and Services Procurement

You **MUST** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation which include this document, Clemson University Standard Bidding Terms and Conditions and Clemson University Standard Terms of Purchase (<http://www.clemson.edu/cfo/procurement/tc.html>). You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	<input type="checkbox"/> Sole Proprietorship
TITLE <small>(Business title of person signing above)</small>	<input type="checkbox"/> Partnership
PRINTED NAME <small>(Printed name of person signing above)</small>	<input type="checkbox"/> Corporation (tax-exempt)
DATE SIGNED	<input type="checkbox"/> Corporate entity (not tax-exempt)
	<input type="checkbox"/> Government entity (federal, state, or local)
	<input type="checkbox"/> Other _____ <small>(See "Signing Your Offer" provision.)</small>

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION <small>(If offeror is a corporation, identify the state of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	CLEMSON VENDOR NO. <small>(Register to Obtain C.U Vendor No. at http://www.clemson.edu/cfo/procurement/vendors/index.html. If you have registered, but not yet received a Vendor No., enter "applied for" here.)</small>

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ORDER ADDRESS (Address for which purchase orders and payments will be sent.)		NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)	
Contact Name (please print)		Contact Name (please print)	
Phone Number	Facsimile Number	Phone Number	Facsimile Number
E-mail Address (required)		E-mail Address (required)	

TAXES
Please indicate whether you collect S.C. Sales Tax. ____ YES ____ NO

Did you include a completed W-9 with your bid ____ YES ____ NO - W9 is required to be submitted as part of your bid if you have not done business with Clemson before or if your tax status might have changed. Form can be found at http://www.clemson.edu/cfo/procurement/vendors/documents/ven_w9.pdf

DELIVERY / PERFORMANCE LOCATION - SPECIFIED (JAN 2006): After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:
TBD

Bidder's best Delivery: ____ Days After Receipt of Order (ARO) See "Delivery" provision

AWARD CRITERIA

Award will be posted at the Physical Address on Cover Page within 5 working days of bid opening. The award, this solicitation, and any amendments will be posted at the following web address: <http://www.clemson.edu/cfo/procurement>

This contract will be awarded as follows:

<input type="checkbox"/>	AWARD BY ITEM	<input checked="" type="checkbox"/>	AWARD TO MULTIPLE OFFERORS	<input type="checkbox"/>	AWARD BY ITEM OR LOT	<input type="checkbox"/>	AWARD CRITERIA – PROPOSALS
<input type="checkbox"/>	AWARD BY LOT	<input type="checkbox"/>	AWARD TO ONE OFFEROR	<input type="checkbox"/>	AWARD CRITERIA – BIDS	<input checked="" type="checkbox"/>	AWARD CRITERIA – BEST VALUE BIDS
<input type="checkbox"/>	AWARD CRITERIA – FIXED PRICE BIDDING		<input type="checkbox"/>	AWARD ADVANTEGEIOUS	<input type="checkbox"/>	AWARD - OTHER	

See "Award Criteria" provision

ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. <small>See "Amendments to Solicitation" Provision</small>	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT <small>See "Discount for Prompt Payment" clause</small>	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES – SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____
	*ADDRESS AND PHONE OF IN-STATE OFFICE
	<input type="checkbox"/> In-State Office Address same as Order Address <input type="checkbox"/> In-State Office Address same as Notice Address <p align="right">(CHECK ONLY ONE)</p>

PREFERENCES – SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. This does not apply when the price of a single unit is more than \$30,000.	IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VI (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.
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<p>MINORITY PARTICIPATION (JAN 2006) Is the bidder a South Carolina Certified Minority Business? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is certification #? _____ Is the bidder a Minority Business certified by another governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please list the certifying governmental entity: _____ Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____% Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____% If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified: <input type="checkbox"/> Traditional minority <input type="checkbox"/> Traditional minority, but female <input type="checkbox"/> Women (Caucasian females) <input type="checkbox"/> Hispanic minorities <input type="checkbox"/> DOT referral (Traditional minority) <input type="checkbox"/> DOT referral (Caucasian female) <input type="checkbox"/> Temporary certification <input type="checkbox"/> SBA 8 (a) certification referral <input type="checkbox"/> Other minorities (Native American, Asian, etc.) (If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)</p>	<p>OFFSHORE CONTRACTING (JAN 2006) Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following: (a) What type of work is being contracted offshore? _____ (b) What percentage (%) of the total work is being contracted offshore? _____ (c) What percentage (%) of the total value of the contract is being contracted offshore? _____ (d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. <u>Attach Service Level Agreement to this document or paste here.</u> Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.</p>
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CONFLICT OF INTEREST POLICY:
Do you have any relatives employed with Clemson University? If yes, please provide the name(s) below: Conflict of Interest Policy located at http://www.clemson.edu/cfo/procurement/policies/psv_policies/psv_manual.html:

Name _____	Name _____
Relation _____	Relation _____

Clemson University Sustainable Procurement
ENERGY STAR - Offeror must provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The Offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products
Yes _____
No _____ If NO, provide a justification statement as to why the Energy Star equipment cannot meet the intended function.
N/A _____

RECYCLED PRODUCT (JAN 2006): Offeror shall identify which product(s) is made out of or contains recycled materials. This information will be used for future research and will NOT be used to determine how contract is awarded.
Yes _____ No _____
(Items: _____)

If the above applies to more than one item, please indicate above.

FAILURE TO COMPLETE APPLICABLE ITEMS ON THESE FIRST THREE PAGES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
- III. Scope of Work / Specifications**
- IV. Terms and Conditions**
 - A. General**
 - B. Special**
- V. Attachments to Solicitation**
- VI. Bidding Schedule / Cost Proposal**

I. SCOPE OF SOLICITATION

Clemson University desires to establish a fixed price contract with multiple vendors to provide tree maintenance and storm damage relief assistance. From time to time Clemson University experiences large backlogs of tree work and tree damage resulting from storm, tornado, hurricane, etc... The intent of this contract is mainly to aid Clemson in situations arising from storms or other disasters; however, this contract may be used from time to time to assist Clemson in routine tree maintenance.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

The Clemson University Standard Bidding Terms and Conditions (dtd. September 1, 2007) located at <http://www.clemson.edu/cfo/procurement/tc.html> are incorporated herein by this reference.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

Section Not Applicable – Intentionally Omitted

III. SCOPE OF WORK / SPECIFICATIONS

Successful bidders will perform the following work as needed:

- Tree removal
- Tree pruning
- Stump grinding and removal
- Other arboricultural tasks as needed

This work will be performed in accordance with ANSI Z-133 safety standards and in a controlled safe manner. Pruning work will be performed in accordance with ANSI A-300 pruning standards and done in a controlled safe manner.

Successful bidders must be able to respond within 24 hours after being contacted or emergency work.

Successful bidders must provide an ISA certified arborist on site at all times and all necessary equipment to perform tree work as needed.

Clemson University will provide a location to dispose of all generated debris.

INSTALLATION/ON SITE LABOR: Contractor shall install all items acquired pursuant to this contract and/or shall be required to conduct work at Clemson as part of this contract. The contractor awarded this contract is required to submit an ACORD 25 form prior to commencement of work per Clemson Standard Terms of Purchase (<http://www.clemson.edu/cfo/procurement/tc.html>). Failure to submit this form to University Procurement may result in termination of contract for failing to comply with this requirement.

IV. TERMS AND CONDITIONS – A. GENERAL

The Clemson University Standard Terms of Purchase (dtd. September 1, 2007) located at <http://www.clemson.edu/cfo/procurement/tc.html> are incorporated herein by this reference.

IV. TERMS AND CONDITIONS – B. SPECIAL

Labor Provisions

- a) Standard Hours - All labor rates quoted are considered standard time and shall be charged from Monday through Friday, 7am – 5pm.
- b) Non-Standard Hours – An after hour rate of 1.5 times the standard rate shall be charged for any time worked Monday through Friday 5pm – 7am. After hour rates also apply to all hours worked on Saturdays and Sundays. Rates for labor performed on the vendor recognized holidays would be 2.0 times the rates scheduled. In the event the vendor is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled.
- c) Travel time for personnel shall not be billed to Clemson. Only actual hours on site will be billable time.

FIXED PRICE BIDDING: The purpose of fixed price bidding is to provide multiple sources of supply for specific goods or services based on a pre-set maximum price which Clemson University will pay for such goods or services.

PRICING: Clemson University has established the maximum amount Clemson University will pay for the goods or services desired.

EVALUATION: Vendors responses to the fixed price bid will be reviewed to determine if they are responsive and responsible.

AWARD: Award will be made to all responsive and responsible bidders whose offer provides a pricing at or below the baseline pricing listed in Section VI. Bidding Schedule.

BIDS RECEIVED AFTER AWARD: Bidders not responding to the initial fixed price bid may be added to the awarded vendors list provided the bidders furnish evidence of responsibility and responsiveness to Clemson University's original fixed price bid as authorized by the solicitation.

REMEDIES: The failure of a specific bidder to receive business, once it has been added to the awarded vendors list, shall not be grounds for a contract controversy under Section 11-35-4230.

RESPONSIVE BIDDER: A person who has submitted a bid which conforms in all materials aspects to the solicitation.

PRICES: Prices under this contract are "not to exceed" prices. Clemson University is not authorized to pay more than the stated prices. Vendors may offer and Clemson University may accept prices below those listed on the contract at any time. Price decreases will become effective immediately.

PRICE UPDATE: Price updates will be accomplished by each contractor. Failure to provide the price updates as the list price changes will result in termination of the contract. Any price increases must be in accordance with the "PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY" and "PRICE ADJUSTMENTS – LIMITED BY CPI 'All Items'" clauses in the University Standard Terms of Purchase.

WARRANTY: Contractor warrants all items acquired shall conform to all contractors' representations, the requirements of this contract, and all published documentation.

ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

V. ATTACHMENTS TO SOLICITATION

None

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

(Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>.)

<http://www.sctax.org/NR/rdonlyres/21452DFB-804D-4B02-9C26-2E4FBA482D44/0/i312.pdf>

OFFEROR'S REMINDERS

AVOID COMMON BID/PROPOSAL MISTAKES

Review this list prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the University's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. ***do not mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!***
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page and completed pages two and three if appropriate. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your Bid/proposal includes the number of copies requested.
- Check to ensure your Bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.
- Do NOT contact Procurement Officer with questions until you have read and are familiar with the solicitation. Many questions can be answered by simply reading the document. If you have questions, send an email to the Procurement Officer so he/she may respond in writing. Questions will not be answered verbally.
- Preferences – ensure to check Resident vendor preference on page two if appropriate and indicate EITHER US or SC end product preference on bid schedule if appropriate. Do NOT check both US and SC, or do not check either item if you are not sure it applies, or your bid may be rejected.

This list is included only as a reminder to help Offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.

VI. BIDDING SCHEDULE

Bid #7016

Bidding Schedule

Vendor Name: _____

Fax #: _____

Contact Person: _____

Telephone #: _____

Delivery Time: _____

FEIN #: _____

PLEASE INDICATE WHETHER YOU COLLECT S.C. SALES TAX. YES NO

<u>ITEM</u>	<u>QTY</u>	<u>U/M</u>	<u>DESCRIPTION</u>	<u>MAXIMUM PRICE</u>	<u>BID PRICE</u>
1	1	HR	Hourly Rate per laborer that is All inclusive of costs (travel, equipment, Materials, etc...) to perform work Pursuant to this contract	<u> \$85 </u>	<u> </u>