



Bidding

184917327-1 Addendum 1

Tree Maintenance & Storm Damage Relief Services Contract

Issue Date: 9/10/2024

Response Deadline: 9/24/2029 02:00 PM (ET)

Clemson Procurement and Business Services

Contact Information

Contact: April Pitts

Address: Procurement and Business Services

Clemson Center

391 College Avenue, Suite 203

Clemson, SC 29634

Phone: (864) 656-1773

Email: apitts@clemson.edu

Event Information

Number: 184917327-1 Addendum 1
Title: Tree Maintenance & Storm Damage Relief Services Contract
Type: SQST Fixed Price Bid #2
Issue Date: 9/10/2024
Response Deadline: 9/24/2029 02:00 PM (ET)
Notes:

Clemson University seeks a supplier to provide tree maintenance services as outlined in the attached Scope of Work under "Attachments" section. Quotes submitted prior to this solicitation are not a substitution for submitting your online bid. All submissions must be made online. No red lines to the contract will be accepted during the submission process. If there are terms you cannot agree to or wish to have changed you must request that by submitting a question or request for modification to the scope to the Procurement Officer during the Deadlines for Question process and Clemson will consider changes. However to ensure all offerors offer the same scope, redlines or caveats put on any proposal may make your proposal non-responsive and not able to be considered. In order to submit an offer, you must first register/login to Clemson Bidding at <https://clemson.ionwave.net/VendorRegistration.aspx> Registration is recommended no later than 48 hours prior to bid close. It is highly encouraged that you submit your bid prior to the closing date.

Bid Attachments

Intent to Award - BTE - 184917327-1.pdf

Intent to Award for Bartlett Tree Experts

[Download](#)

Q&A - 184917327-1.pdf

ADDENDUM 1 - See the attached supplier submitted questions and answers.

[Download](#)

Scope of Work - 184917327-1.pdf

See the attached Scope of Work.

[Download](#)

Clemson University Standard Bidding Terms effective November 15, 2020.pdf

Standard Bidding Terms

[Download](#)

IMPORTANT TAX NOTICE.doc

Withholding Requirements for Payments to Nonresidents.

[Download](#)

Clemson University Standard Terms of Purchase effective November 15, 2020.pdf

Standard Terms of Purchase

[Download](#)

Bid Attributes

1 Terms & Conditions

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 (available for reference in the Bid Attachment Section of this package, and/or (<https://www.clemson.edu/procurement/suppliers/terms.html>)). You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. We agree to all terms and conditions contained in the bid..

☐ Agree

(Required: Check if applicable)

2 Contradictory Terms

You agree that your bid does not include either modifications to any of this solicitation's contractual requirements or any other Vendor standard terms and conditions. Doing so may make your bid non-responsive and not considered for award. If you have questions or would like Clemson to consider alternate terms or requirements, you are required to submit questions to the procurement officer prior to the noted deadline for receipt of questions. If there is not a deadline for receipt of questions, any deviations must be submitted to the procurement officer three (3) calendar days prior to the bid closing date/time. Clemson is not required to accept changes, but will address changes as necessary with an amendment to the solicitation.

☐ Agree

(Required: Check if applicable)

3 Award - FPB

Award will be made to all responsive and responsible bidders whose offer provides a pricing at or below the baseline pricing listed in the Scope of Work document or the line item below.

4 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.

5 Pricing

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

6 Evaluation

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

7 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.

8 Responsive Bidder - FPB

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

9 Submitting your offer or modification

(a) Offers and offer modifications must be submitted by submitting your offer electronically in the Clemson online bidding system (buyWays). (b) If you are responding to more than one solicitation, you must submit separate bids for each solicitation. (c) Facsimile, hardcopy, or e-mail offers, modifications, or withdrawals, are NOT authorized.

10	Public Opening Offers will be publicly opened at the close date / time at Clemson University/Procurement and Business Services, 391 College Avenue, Suite 203, Clemson, S. C. 29634.
11	Remedies - FPB 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.
12	Supplier Registration If you are not currently an ACTIVE supplier in Clemson University's buyWays system and you are awarded a bid, you agree to complete your new supplier registration within three business days of receiving an email invitation to register. Registration will require you to provide information about your company and to receive electronic payment through the use of PayMode, except that international suppliers will be paid through wire transfer. Please click on the link for Paymode to follow Bank of America Pay Instructions. Link: http://www.paymode.com/clemsonuniversity/ ☐ I Agree <i>(Required: Check if applicable)</i>
13	Posting of Award The award for this solicitation will be posted at Procurement and Business Services, 391 College Avenue, Suite 203, Clemson, S. C. 29634 (as well as at the following website - https://clemson.ionwave.net/Login.aspx).
14	Bids Received After Initial 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.
15	Conflict of Interest If you have any relatives employed with Clemson University, you must provide their names and relations. <i>(Optional: Maximum 4000 characters allowed)</i>
16	Bid Acceptance Period In order to withdraw Your Offer after the 60 days specified above, you must notify the Procurement Officer in writing.

1
7**Illegal Immigration**

Do you certify that you fully 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 1? 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. [07-7B097-1] (An overview is available at <http://www.procurement.sc.gov>)

☐ Yes

(Required: Check if applicable)

1
8**Discount for Prompt Payment**

If you offer a discount for prompt payment, provide these terms here.

(Optional: Maximum 4000 characters allowed)

1
9**SC Taxes**

Do you collect South Carolina Taxes?
Do NOT include taxes in your bid price.
Taxes are not included in my bid price.

☐ Yes ☐ No ☐ I Agree

(Required: Check only one)

2
0**Delivery Date**

Enter your best delivery for this purchase, or completion date of services, as days after receipt of order.

(Required: Maximum 1000 characters allowed)

2
1**Installation / On Site Labor**

If Installation or On Site Labor is requested, as part of this contract, then the contractor agrees to 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 (available for reference in the Bid Attachment Section of this package and/or <https://www.clemson.edu/procurement/suppliers/terms.html>).

*Failure to maintain insurance and submit this form to University Procurement and Business Services may result in termination of contract for failing to comply with this requirement.

☐ Agree to supply if awarded

(Optional: Check if applicable)

2
2

Parking Permit Instructions

All vendors must comply with university parking regulations. Vendors, Service Contractors and Construction Workers must obtain a visitors permit at the Parking Services Office prior to attending a scheduled pre-bid meeting or a required site visit for bidding purposes. All awarded bidders are required to adhere to the university parking rules and regulations. Costs associated with parking permits must be included in the bid proposal and are the vendors responsibility for paying and arranging for. The Parking Services Office is located at G-01 Edgar Brown Union Clemson, SC 29634. Parking Services is open Monday through Friday from 7:30 until 4:30. If you have additional questions, call 864-656-2270.

(Optional: Maximum 4000 characters allowed)

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3

Warranty

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

2
4

Protest - CPO - MMO Address

If you are aggrieved in connection with the solicitation or award of the contract with an actual or potential value of \$50,000 (fifty thousand dollars) or more, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

Any protest for this solicitation must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

(Optional: Maximum 4000 characters allowed)

Bid Lines

1**Price per man-hour***(Response required)*Quantity: 1 UOM: HR Unit Price: \$ Total: \$

Item Notes: The Maximum Price that Clemson University will pay for this services is \$105 per man-hour. Bidders must bid a price of \$105 or less. Price must be all inclusive. No other costs will be considered.

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company (named as the Supplier listed above in your profile). (a) If the Offeror is an individual, the Offer must be submitted/digitally signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, digitally signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the digital signature and title of the person authorized to sign. (d) If Offer is from a joint venture (JV), please provide details in the Supplier Notes section above explaining the JV and indicate who is approved to bind the JV.

Print Name

Signature