



INVITATION FOR BID NO. 4-23/24

BUSH CUTTER FOR PUBLIC WORKS

BID DUE DATE: Friday, October 20, 2023 1:00 pm

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BID FOR: BUSH CUTTER FOR CHESTERFIELD COUNTY PUBLIC WORKS
BID NO. 4-23/24

The County of Chesterfield is seeking sealed bids for a new bush cutter based on the specifications provided with this Invitation for Bid.

Bids will be received at the Office of the County Administrator, 178 Mill Street, Chesterfield, South Carolina, 29709, until 1:00 pm local time, as indicated by personal timepiece of the County Administrator, on Friday, October 20, 2023.

The sealed bids will then be opened on the afternoon of Friday, October 20, 2023.

Bids must be clearly marked, “Bid No. 4-23/24 – “Bush Cutter”. Bidders shall submit an original of their bid. Bidders mailing bids should allow enough delivery time to ensure timely receipt of their bid. The responsibility for getting the bid to Chesterfield County on or before the specified time and date is solely and strictly the responsibility of the bidding firm. Any bids received later than the submission deadline will not be **accepted/considered**. Electronic bids will not be accepted. Chesterfield County will in no way be responsible for delays caused by any occurrence.

Chesterfield County, under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, color, national origin, sex, disability, and age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

Each bidder, by submission of a bid, agrees to each and every term and condition set forth within this Invitation for Bid and associated Project Documents, including any addendum(s) that may be issued, and to be bound thereby.

All bids must be valid for **sixty (60) days** after the bid date. Chesterfield County will retain bids and supporting documents for a period of sixty (60) days from the date the bids are opened, and no bid shall be received. For good and sufficient reason, Chesterfield County may extend the date and/or time of the bid deadline.

This Invitation for Bids does not commit Chesterfield County to award a contract; to pay any cost incurred in the preparation of a bid; or to procure or contract for the goods or services. Chesterfield County reserves the right to accept or reject any or all bids received as a result of this request; to negotiate with any or all qualified bidders; or to cancel in part or in its entirety this bid invitation, if it is in the best interest of the County to do so.

INSTRUCTIONS TO BIDDERS

1) RECEIPT AND OPENING OF SEALED BIDS:

- a) Sealed bids will be received and opened as specified in this Invitation for Bid document.
- b) Chesterfield County will consider as non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.
- c) No bidder may withdraw a bid within sixty (60) calendar days after the actual date of the opening thereof or as provided for in the bid documents whichever is later.

2) PREPARATION OF BID:

- a) All bids will be evaluated in accordance with procedures and specifications contained herein and Chesterfield County Procurement Policy, the responsiveness to same determined in accordance to the instructions and criteria in this document.
- b) A bid shall be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
- c) All information requested of the bidder shall be entered in the appropriate spaces on the provided forms. If additional space is required, attach additional pages as needed within the sealed bid response.
- d) Bidders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. Chesterfield County is not responsible for bids delayed by mail and/or delivery services of any nature. It is the bidder's sole responsibility to insure that all documents are received by person (or Office) at the time indicated in the bid document. No facsimile or email submissions will be accepted.
- e) Bidders must clearly mark as "Confidential" each part of their offer which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, as amended (Freedom of Information Act). If any part is designated as "confidential", bidder must attach to that part an explanation of how this information is exempt from disclosure under one or more categories listed in Section 30-4-40. Chesterfield County reserves the right to determine whether this information is exempt from disclosure and no legal action may be brought against Chesterfield County or its agents or employees for its determination in this regard.
- f) All information shall be entered in ink or typewritten.
- g) All proposed costs shall be for all licenses, permits, taxes, labor, material, transportation, equipment and any other components/services that are required to complete the work embraced herein this Invitation for Bid document.
- h) Each bid must be submitted in a sealed envelope, addressed to Chesterfield County along with the name of the project for which the bid is submitted. The bidder shall also show his name and address, on the outside of the envelope. Failure to show the required information may result in rejection of the response and removal from further consideration. If forwarded by mail or carrier, the sealed envelope containing the bid must be enclosed in another outer envelope. Chesterfield County shall not be responsible for unidentified bids.

3) BIDDER QUALIFICATIONS:

- a) To be acceptable to Chesterfield County, bidders must be skilled and/or licensed, if applicable, in the class of work on which they respond, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.

4) METHOD OF AWARD:

- a) Purchase Order will be awarded to the bidder whose bid appears to serve the best interest of Chesterfield County. The successful bidder will be determined as prescribed herein.
- b) Chesterfield County reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appear in its judgment to be in the best interests of the County, or to waive any and all technicalities and informalities in determining the action of each bid and award the contract to the most responsible bidder that best serves the interests Chesterfield County.
- c) The County reserves the right to select a Bidder who, in the County's opinion, provides the most advantageous solution for the County and whose response to this "Invitation for Bid" best demonstrates adherence to and ability to meet the above minimum requirements.
- d) The County reserves the right to interview all or any of the responding Bidders to this Invitation for Bids.
- e) Bidders who submit proposals shall be responsible for all cost related to the preparation of such bids.
- f) The County anticipates that it will award the contract to the Bidder selected in a timely manner.
- g) All respondents shall be notified in writing of the selection decision.

5) OBLIGATION OF BIDDER:

- a) At the time of the opening of bids, each bidder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents. The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this Invitation for Bid.

END OF SECTION

BIDDER AGREEMENTS

1) STATEMENT OF RIGHTS

- a) Chesterfield County reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Bidders may be asked to give a verbal presentation of their bid after submission. Failure of Bidder to respond to a request for additional information or clarification could result in rejection of that Bidder's bid. Chesterfield County reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the County.

2) GENERAL TERMS:

- a) Each bidder by submitting a bid to Chesterfield County as a result of this Invitation for Bid agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable Chesterfield County Invitation for Bid document. Agreement is evident by the submission of a response to Chesterfield County. If a Bidder cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by Chesterfield County, the offer of the firm in question will be void and Chesterfield County will procure the goods/services in question from other eligible Bidders.

3) SPECIFIC TERMS:

- a) Products offered shall meet all requirements of the Uniform Commercial Code, if applicable.
- b) Bids submitted are final and complete offers by the Bidder. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Procurement Officer will make a determination as to the County's interpretation of the Bidder's offer. If, after informing the Bidder of the county's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID.
- c) Chesterfield County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids and to waive any technicalities. In every case, Chesterfield County reserves the right to make awards deemed to be in the best interest of the County and to negotiate further the offer determined by the County to be in the best interest of the County.
- d) Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity.
- e) Chesterfield County is not exempt from sales tax, if applicable. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items.
- f) Any deviation from specifications in the bid solicitation 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 will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and handling.
- g) Any attempt by a Bidder to influence the opinion of the county staff, or County Council, by discussion, promotion, advertising or any procedure to promote their bid,

will constitute grounds to judge such an offer non-responsive. All bids presented to Chesterfield County will be evaluated based on the current County Procurement Policy and the offer as presented to the county on the date/time specified in the given solicitation.

- h) In the event of inconsistent or conflicting provision of this contract and referenced documents, the following descending order of precedence shall prevail: (1) Chesterfield County Procurement Policy (2) Bid Announcement/Advertisement (3) Special Terms and Conditions, (4) Instructions to Responders and Bidder Agreements (5) Other provisions of the contract whether incorporated by reference or otherwise, and (6) the Specifications.
- i) Chesterfield County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- j) All Bidders are informed that Chesterfield County may exercise its option to extend the contract, under the provisions of County Procurement Policy should such extension be mutually agreeable between the County and the selected Bidder.
- k) The Bidder agrees to secure at Bidder's own expense all personnel necessary to carry out Bidder's obligations under this Proposal. Such personnel shall not be deemed to be employees of the County nor shall they or any of them have or is deemed to have any direct contractual relationship with the County. The County shall not be responsible for withholding taxes with respect to the Bidder's compensation hereunder. Bidder shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except County shall make payment to Bidder for services as herein provided. Bidder shall obtain and maintain all licenses and permits required by law for performance of this contract by him or it. The Bidder shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The County shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Bidder or his/its employees, agents, and servants by reason of this contract. The Bidder shall carry liability insurance relative to any service that he performs for the County. A certificate of insurance must be submitted to the County prior to services performed, with the requested coverage and limits per the County, with Chesterfield County listed as additional insured.
- l) The Bidder will act in an independent capacity and not as officers or employees of the County. The Bidder shall indemnify, defend and hold harmless Chesterfield County, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Bidder, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Bidder, its subcontractors, suppliers, agents, or employees.
- m) The successful Bidder shall indemnify and hold harmless the Chesterfield County, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.
- n) It is the responsibility of the prospective Bidder to review the entire Invitation for Bids packet and to notify the County if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received by the County not less than five (5) days prior to the time set for bid opening. These requirements shall also apply to specifications or instructions that are ambiguous.

- o) Should any Bidder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, Chesterfield County may terminate the applicable contract with Bidder, in whole or in part, and may consider such failure or non compliance a breach/default of contract. The County reserves the right to purchase any/all items or service in default on the open market. By submission of a bid, all Bidders agree to this provision. No additional bids will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another partnership, association, corporation organization or any other entity, or individual name until their previous default is settled.
- p) Chesterfield County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
- q) Unless specifically requested, submit one (1) copy of your response.
- r) In the event no funds are appropriated by Chesterfield County for the goods or services in any fiscal year or insufficient funds exist to purchase goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- s) All bid submissions become the property of Chesterfield County.
- t) All bids (and supporting documents) will be retained by Chesterfield County for a period of sixty (60) days from the date the bids are opened, and no bid shall be received nor shall any bidder be allowed to withdraw a bid after the opening hour commences.
- u) Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference. Equal items will be considered; equal items shall state the brand name or quality; and Chesterfield County's determination of what shall constitute equality shall be final and conclusive.
- v) Upon award of a contract or Purchase Order 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 statutes 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, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

END OF SECTION

BID SURETY REQUIREMENT

Bid Surety acts to protect the County from delays and expenses incurred in the lengthy competitive sealed bidding and competitive sealed bid processes, and provides the County with some financial assurance that should the Bidder be awarded the project, the successful bidder will enter into the contract with the County. The successful Bidder forfeits its Bid Surety in the event it cannot perform the work required by the Invitation for Bid.

For all bids submitted with estimated project costs exceeding twenty-five thousand dollars (\$25,000), Bid Surety in the amount of at least five percent (5%) of the proposed project costs must be submitted with the bid. Failure to satisfy this Bid Surety requirement will result in your bid being considered non-responsive and removed from further consideration for award of the subject contract. Bid Surety can be provided as discussed below.

BID SURETY OPTIONS:

Option A:

- i) Bid Surety will not be required from Bidders that have been in business for five (5) consecutive years without filing for bankruptcy. A certificate or statement on business letterhead from the Bidder stating it meets this qualification will replace the bid surety and must accompany the bid. Bids not meeting this requirement must furnish Bid Surety as discussed in Option B below.

Option B:

- ii) For all Bidders not meeting the criteria of “Option A” above, a deposit in the amount of five percent (5%) of the proposed contract price must accompany the bid. These deposits shall take the form of cash, certified check, cashier’s check or a surety bond executed by a corporate surety licensed under the laws of this state. **PERSONAL OR COMPANY CHECKS DO NOT MEET THIS REQUIREMENT.** The cash, cashier’s check or certified check shall be deposited to the County’s account if the successful Bidder fails to enter into the proposed contract. Bid deposits of unsuccessful Bidders will be returned as soon as the contract is awarded.

One of the above requirements must be met and submitted with for your response. Failure to satisfy this Bid Surety requirement will result in your response being considered non-responsive and removed from further consideration for award of the subject project’s contract.

END OF SECTION

SAMPLE BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned, _____,
as Principal, and _____, as Surety, are hereby held and firmly
bound unto Chesterfield County, as Owner, in the penal sum of
_____ (\$_____), for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to
Chesterfield County a certain Bid, attached hereto and hereby made a part hereof into a contract in
writing, for the_____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall in all other respects perform the agreement caused by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims here under shall, in no event, exceed the penal amount of this obligation as here in stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have here unto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

By:_____

(SEAL)

CONDITIONS

Equipment should be new, standard production models of the latest design in current production.

Materials shall be treated to resist rust, corrosion, and wear.

Bidder must submit with their bid the latest printed specifications and advertising literature on the units they propose to furnish.

Bidder shall supply one (1) parts book, one (1) service and repair manual, and one (1) operator's manual with each unit.

The Bidder shall include all taxes and transportation charges fully prepaid to Chesterfield County Maintenance Shop.

Clauses requiring specific guarantees to cover parts delivery, total repair cost, and resale value may be included.

Bidder shall supply warranty package which should include (5) five full year on machinery, (5) five year power train, along with an additional warranty that covers travel time and diagnostics. Bidder shall transport to and from at no charge and if machinery is down 48 hours; bidder will deliver a spare machine to the County. Bidder will transport their grader to and from the County and transport the County's grader to and from the County Maintenance Shop.

SCHEDULE OF AWARD OF CONTRACT

The County reserves the right to select a Bidder who, in the County's opinion, provides the most advantageous solution for the County and whose response to this Invitation for Bid best demonstrates adherence to and ability to meet the above minimum requirements. Submission of bids not utilizing life cycle costing (see life cycle costing worksheet) will affect the evaluation of the most advantageous bid.

The County reserves the right to interview all or any of the bidders to this Invitation for Bid.

Bidders who submit bids shall be responsible for all cost related to the preparation of such bids.

The County anticipates that it will award the bid to the bidder selected in a timely manner.

All bidders shall be notified in writing of the selection decision.

The County reserves the right to accept or reject all or any part of any bid, waive informalities and award the bid to the most responsible bidder that best serves the interest of Chesterfield County.

INVITATION FOR BID FORM

Invitation for Bid Submitted to: Chesterfield County, South Carolina

Project Name: Bush Cutter Invitation for Bid

Bidder: _____

Address: _____

Phone and Fax Number: _____

E-Mail Address: _____

Federal Identification No.: _____

LUMP SUM BASE Price:

Total Base Price \$ _____

(Total Base Price in Words) _____

The Bidder hereby certifies that bid as submitted herein will remain valid for a period of not less than sixty (60) days from opening of this Bid submission.

The Bidder also understands the County assumes no responsibility or obligation to the Bidder, and will make no payment for any costs associated with the preparation or submission of this Invitation for Bid.

Non-Collusion Statement: The undersigned states the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with the Bid. No person(s) associated with the Bidder is any employee of the County. No existing agreements with the County create a Conflict of Interest in the submission of the Bid.

The Bidder hereby guarantees by signature that he/she is legally authorized to make such declarations and responses on behalf of the corporation or partnership as listed below.

Respectfully submitted:

By: _____
(Signature)

Title: _____
(Typed)

Corporate Seal (if applicable)

Bidder: _____

Attest: _____

BUSH CUTTER SPEC REQUIREMENTS

100 – 120 HP
Final Tier 4 Engine
4 Wheel Drive
22 ft boom 60” rotary head
Joy Stick Controls
5 years 8,000 hrs full warranty (tractor)
Minimum of one (1) year full warranty (boom & head)
All travel time must be included in the warranty
4 extra set of blades must be included in bid
AM/FM radio