

S.C. DEPARTMENT OF PARKS, RECREATION AND TOURISM

Request for Quotation

RFQ: 10-0019
DATE: 11/12/09
BUYER: Lisa Traylor
PHONE: 803.734 1302
BUYER TITLE: Procurement Specialist II

RETURN QUOTATION NO LATER THAN:

DATE: 12/03/09
TIME 2:30pm

RETURN QUOTE TO:

SCPRT - Procurement
1205 Pendleton Street
Suite 517
Columbia SC 29201

QUOTE MAY BE FAXED TO: 803-734-1304

TITLE: Sale of Small Hardwoods and Timber

Deliver supplies/services free on board destination to the following address unless specified differently elsewhere herein:

SC Department of Parks, Recreation & Tourism
Cheraw State Park
100 State Park Rd
Cheraw SC 29520

Delivery: Requested delivery is 30 days after receiving order.

Bidder best delivery: _____ days after receiving order

Vendor terms _____ % Discount period _____ days Net _____ days

MUST BE SIGNED TO BE VALID

THE BIDDER HEREBY AGREES TO FURNISH ITEMS AND/OR SERVICES, AT THE PRICE QUOTED, PURSUANT TO ALL REQUIREMENTS AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT, UPON THE RECEIPT OF AN AUTHORIZED PURCHASE ORDER FROM THE S.C. DEPARTMENT OF PARKS, RECREATION & TOURISM, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT WITH HIS OR HER QUOTATION.

AUTHORIZED SIGNATURE

DATE

COMPANY

FEDERAL TAX NO. OR SOCIAL SECURITY NO.

MAILING ADDRESS

CITY

STATE

ZIP CODE

PHONE

FAX

2009 Fuel Chipping & Timber Harvest Project: Area I-1
Cheraw State Park
100 State Park Rd
Cheraw, SC 29520

The South Carolina Department of Parks, Recreation & Tourism (SCPRT) intends to obtain fuel chipping services on a 178-acre tract of mature longleaf pine at Cheraw State Park. Fuel chipping is to occur at this site to reduce the overabundant hardwoods in the forest midstory. Harvestable loblolly pine trees are also present at this site. The Successful Bidder will complete the project while complying with the specifications and conditions outlined herein.

A site visit, which includes meeting with park staff, is highly recommended. For additional information or for scheduling a site visit, please contact Rick Smith (Park Manager) or Corinna Hanson (Park Resource Manager) at (843) 537-9656.

Job Specifications

The longleaf pine stand known as Area I-1 contains approximately 178 acres (acreage estimate is based on aerial photography and GPS data, the bidder should inspect the site for accuracy).

Harvestable loblolly timber estimates within the 178 acres include:

230 tons of pulpwood, 120 tons of Chip-n-saw, and 330 tons of sawtimber

Best Management Practices

The contractor agrees to comply with all current South Carolina Forestry Commission Best Management Practices (BMPs) during logging operations. Any questions regarding BMPs should be directed to Corinna Hanson, Cheraw State Park Resource Manager.

THE CONTRACTOR SHALL:

1. Remove all hardwoods under 11 inches diameter at breast height (DBH) (fuel wood) within Area I-1. All hardwood trees 11 inches DBH and larger are not to be injured or removed.
2. Remove all loblolly pine trees (*Pinus taeda*) under 20 inches DBH within Area I-1. Scattered loblolly trees occur throughout this site. Most of this harvestable timber is located in the areas highlighted in green on the attached map.
3. Remove all fuel wood from this tract prior to harvesting any loblolly timber.
4. Ensure that their cutter operator(s) is able to effectively identify and differentiate between loblolly pines and other trees.
5. Have 12 months from the date of contract signing to complete this project.
6. Not injure or remove longleaf pine trees. However, in certain instances, under direction of park staff, extremely dense stands of young longleaf trees may be thinned.

7. Stumps of trees shall be cut no higher than six (6) inches above the average ground level, except for those trees wherein wire, nails, visible defects or excessive flare necessitate cutting higher than the above stated limit.
8. Minimize harvest damage to the extent possible. Any and all timber damaged unnecessarily as determined by the Park Manager or his designee shall be paid for at a rate of \$800.00 per MBF and \$100.00 per cord.
9. The use of heavy machinery is prohibited when the ground is wet and subject to rutting or severe soil compaction. The Park Manager or his designee will have the authority to make this determination. Excessive rutting and erosion from the use of this equipment should be avoided in all areas. The orange portion on the attached map indicates a wet area where heavy machinery is prohibited.
10. Obtain permission from the Park Manager or Resource Manager prior to: modifying roads and/or creating new entrances to park property. All landscape modifications shall be left in appropriate conditions upon expiration of the contract, as determined by the Park Manager or his designee.
11. Ensure that all roads and trails remain safe and passable for park staff at all times.
12. Adequately spread out the remaining debris in loading areas after operations are complete, as determined by the Park Manager or his designee.
13. Notify the Seller and stop work immediately upon discovering archaeological or historic artifacts or rare or endangered plants or animals.
14. Assume responsibility for the suppression and damage resulting from all fires caused by him and his agents or employees. The contractor is prohibited from lighting any fire without the prior approval of the park manager.
15. Remove all equipment from park property within 72 hours of completing operations.
16. Not commit or permit any unlawful acts, activities, or nuisances on the property, nor commit any waste thereon.

THE SOUTH CAROLINA STATE PARK SERVICE SHALL:

1. Allow the contractor to access and occupy Area I-1 as need be solely for the purposes contained in these specifications.
2. Allow the contractor to remove all hardwood trees under 11 inches DBH from the permit area.
3. Allow the contractor to remove all loblolly pine trees under 20 inches DBH from the permit area.
4. Mark the boundaries of the permit area with pink flagging.
5. Loading areas and haul roads will be located and approved by park staff.

6. Regularly review the work area and ensure that the terms of this contract are being met.
 7. Retain the right to photograph the contractor and the contractor's employees during the course of their work within the permit area.
 8. Have authority to temporarily close all or any part of the operation during a period of high fire danger, inclement weather, for safety reasons or any other reason deemed necessary. Additional time, equal to the closing period, will be granted to the contractor.
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BIDS AND PAYMENT:

Bids should be submitted as a single lump sum amount for the project. This contract will be awarded to the highest bidder.

The Successful Bidder will have 10 days after the award announcement to submit payment in the form of a company or cashier's check to the South Carolina Department of Parks, Recreation & Tourism, and mailed to:

South Carolina Department of Parks, Recreation & Tourism
Attention: Lisa Traylor
1205 Pendleton Street
Columbia, SC 29201

Cheraw State Park Fuel Chipping Area 2009



Legend

- Fuel Chipping Area: 178 acres
- Liability concentrations: 28 acres
- Park Boundary
- Wet area: 6 acres
- Access points



Cheraw State Park Fuel Chipping Area 2009



Legend

-  Fuel Chip Area: 178 acres
-  Park Boundary

**STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES
FOR
The South Carolina Department of Parks, Recreation and Tourism**

STANDARD SOLICITATION PROVISIONS

INSTRUCTIONS TO BIDDERS:

WHEN SPECIFICATIONS OR DESCRIPTIVE LITERATURE ARE SUBMITTED WITH YOUR INVITATION FOR BID, ENTER BIDDER'S NAME THEREON.

DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE. IF DIRECTING ANY OTHER CORRESPONDENCE ADDRESS THE ENVELOPE TO THE PROCUREMENT OFFICER, BUT DO NOT INCLUDE THE BID NUMBER ON THIS ENVELOPE SINCE IT DOES NOT INCLUDE YOUR BID.

BY SUBMISSION OF A BID, YOU ARE GUARANTEEING THAT ALL GOODS AND/OR SERVICES MEET THE REQUIREMENTS OF THE BID DURING THE CONTRACT PERIOD.

UPON SUBMISSION OF A BID BY A STATE AGENCY, THE PROCUREMENT OFFICER WILL COMPUTE A 5% SALES/USE TAX TO THE NON-STATE AGENCY BIDS WHEN APPLICABLE (SERVICE/LABOR EXCLUDED) IN DETERMINING THE LOW BIDDER. THIS PROCEDURE IS NECESSARY BY S.C. TAX COMMISSION SALES AND USE TAX REGULATION 117-174-95.

UNIT PRICE GOVERNING: UNIT PRICES WILL GOVERN OVER EXTENDED PRICES UNLESS OTHERWISE STATED IN BID INVITATION.

BIDDERS QUALIFICATION: BIDDERS MUST, UPON REQUEST OF THE STATE, FURNISH SATISFACTORY EVIDENCE OF THEIR ABILITY TO FURNISH PRODUCTS OR SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THESE SPECIFICATIONS. THE SC DEPARTMENT OF PARKS, RECREATION and TOURISM SECTION RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO THE BIDDER'S ABILITY TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED HEREIN.

RISK OF LOSS: THE CONTRACTOR SHALL ASSUME ALL RISK OF LOSS, AND SHALL MAINTAIN INSURANCE COVERAGE ON ALL ITEMS INSTALLED, UP TO THE TIME OF FINAL ACCEPTANCE.

AWARD CRITERIA: THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER(S) WHOSE BID MEETS THE REQUIREMENTS AND CRITERIA SET FORTH IN THE INVITATION FOR BID.

REJECTION: THE STATE RESERVES THE RIGHT TO REJECT ANY BID THAT CONTAINS PRICES FOR INDIVIDUAL ITEMS OR SERVICES THAT ARE UNREASONABLE WHEN COMPARED TO THE SAME OR OTHER BIDS IF SUCH ACTION IS IN THE BEST INTEREST OF THE STATE.

ORDER OF PRECEDENCE: IN THE EVENT OF INCONSISTENCY BETWEEN PROVISIONS OF THIS SOLICITATION, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER: (A) BID PRICING SCHEDULE, (B) BID SPECIFICATIONS, (C) STANDARD SOLICITATION PROVISIONS/GENERAL CONTRACT CLAUSES, WHETHER INCORPORATED BY REFERENCE OR OTHERWISE, (D) SPECIAL SOLICITATION PROVISIONS/SPECIAL CONTRACT CLAUSES AND (E) INSTRUCTIONS TO BIDDERS.

CORRECTION OF ERRORS ON THIS BID FORM: ALL PRICES AND NOTATIONS SHOULD BE PRINTED IN INK OR TYPEWRITTEN. ERRORS SHOULD BE CROSSED OUT, CORRECTIONS ENTERED AND INITIALED BY THE PERSON SIGNING THE BID. ERASURES OR USE OF TYPEWRITER CORRECTION FLUID MAY BE CAUSE FOR REJECTION. NO BID SHALL BE ALTERED OR AMENDED AFTER SPECIFIED TIME FOR OPENING.

INDEMNIFICATION: THE STATE OF SOUTH CAROLINA, ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE HELD HARMLESS FROM LIABILITY FROM ANY CLAIMS, DAMAGES, AND ACTIONS OF ANY NATURE ARISING FROM THE USE OF ANY MATERIALS FURNISHED BY THE CONTRACTOR, PROVIDED THAT SUCH LIABILITY IS NOT ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF THE USING AGENCY OR FAILURE OF THE USING AGENCY TO USE THE MATERIALS IN THE MANNER OUTLINED BY THE CONTRACTOR IN DESCRIPTIVE LITERATURE OR SPECIFICATIONS SUBMITTED WITH THE CONTRACTOR'S PROPOSAL.

RECORDS RETENTION & RIGHT TO AUDIT: THE STATE SHALL HAVE THE RIGHT TO AUDIT THE BOOKS AND RECORDS OF THE CONTRACTOR AS THEY PERTAIN TO THIS CONTRACT, BOTH INDEPENDENT OF, AND PURSUANT TO, S.C. CODE SECTION 11-35-2220. SUCH BOOKS AND RECORDS SHALL BE MAINTAINED FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF FINAL PAYMENT UNDER THE CONTRACT.

THE STATE MAY CONDUCT, OR HAVE CONDUCTED, PERFORMANCE AUDITS OF THE CONTRACTOR. THE STATE MAY CONDUCT, OR HAVE CONDUCTED, AUDITS OF SPECIFIC REQUIREMENTS OF THIS BID AS DETERMINED NECESSARY BY THE STATE.

PERTAINING TO ALL AUDITS, CONTRACTOR SHALL MAKE AVAILABLE TO THE STATE ACCESS TO ITS COMPUTER FILES CONTAINING THE HISTORY OF CONTRACT PERFORMANCE AND ALL OTHER DOCUMENTS RELATED TO THE AUDIT. ADDITIONALLY, ANY SOFTWARE USED BY THE CONTRACTOR SHALL BE MADE AVAILABLE FOR AUDITING PURPOSES AT NO COST TO THE STATE.

DISCUSSION WITH BIDDERS: DISCUSSION MAY BE CONDUCTED WITH APPARENT RESPONSIVE BIDDERS FOR THE PURPOSE OF CLARIFICATION TO ASSURE FULL UNDERSTANDING OF THE REQUIREMENTS OF THE INVITATION FOR BIDS.

GENERAL CONTRACT CLAUSES

DEFAULT: IN CASE OF DEFAULT BY THE CONTRACTOR, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL ITEMS IN DEFAULT IN THE OPEN MARKET, CHARGING THE CONTRACTOR WITH ANY ADDITIONAL COSTS. THE DEFAULTING CONTRACTOR SHALL NOT BE CONSIDERED A RESPONSIBLE BIDDER UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

NON-APPROPRIATIONS: ANY CONTRACT ENTERED INTO BY THE STATE OR ITS DEPARTMENTS, INSTITUTIONS, AGENCIES, POLITICAL SUBDIVISIONS OR OTHER ENTITIES RESULTING FROM THIS BID INVITATION SHALL BE SUBJECT TO CANCELLATION WITHOUT DAMAGES OR FURTHER OBLIGATION WHEN FUNDS ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE TO SUPPORT CONTINUATION OF PERFORMANCE IN A SUBSEQUENT FISCAL PERIOD OR APPROPRIATED YEAR.

CONTRACT ADMINISTRATION: QUESTIONS OR PROBLEMS ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO THE SCPRT, 1205 PENDLETON STREET, COLUMBIA SC 29201.

FORCE MAJURE: THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS IF THE FAILURE TO PERFORM THE CONTRACT ARISES OUT OF CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. SUCH CAUSES MAY INCLUDE, BUT ARE NOT RESTRICTED TO ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, AND UNUSUALLY SEVERE WEATHER BUT IN EVERY CASE THE FAILURE TO PERFORM MUST BE BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. IF THE FAILURE TO PERFORM IS CAUSED BY DEFAULT OF A SUBCONTRACTOR, AND IF SUCH DEFAULT ARISES OUT OF CAUSES BEYOND THE CONTROL OF BOTH THE CONTRACTOR AND SUBCONTRACTOR, AND WITHOUT THE FAULT OR NEGLIGENCE OF EITHER OF THEM, THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS FOR FAILURE TO PERFORM, UNLESS THE SUPPLIES OR SERVICES TO BE FURNISHED BY THE SUBCONTRACTOR WERE OBTAINABLE FROM OTHER SOURCES IN SUFFICIENT TIME TO PERMIT THE CONTRACTOR TO MEET REQUIRED DELIVERY SCHEDULE.

SAVE HARMLESS: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). THE SUCCESSFUL BIDDER SHALL INDEMNIFY AND SAVE HARMLESS THE STATE OF SOUTH CAROLINA AND ALL STATE OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL SUITS OR CLAIMS OF ANY CHARACTER BROUGHT BY REASON OF INFRINGING ON ANY PATENT, TRADE MARK OR COPYRIGHT. BIDDER SHALL HAVE NO LIABILITY TO THE STATE IF SUCH PATENT; TRADE MARK OR COPYRIGHT INFRINGEMENT OR CLAIM IS BASED UPON THE BIDDER'S USE OF MATERIAL FURNISHED TO THE BIDDER BY THE STATE.

PUBLICITY RELEASES: CONTRACTOR AGREES NOT TO REFER TO AWARD OF THIS CONTRACT IN COMMERCIAL ADVERTISING IN SUCH A MANNER AS TO STATE OR IMPLY THAT THE PRODUCTS OR SERVICES PROVIDED ARE ENDORSED OR PREFERRED BY THE USER.

QUALITY OF PRODUCT: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). UNLESS OTHERWISE INDICATED IN THIS BID IT IS UNDERSTOOD AND AGREED THAT ANY ITEM OFFERED OR SHIPPED ON THIS BID SHALL BE NEW AND IN FIRST CLASS CONDITION, THAT ALL CONTAINERS SHALL BE NEW AND SUITABLE FOR STORAGE OR SHIPMENT, AND THAT PRICES INCLUDE STANDARD COMMERCIAL PACKAGING. FOR INFORMATION TECHNOLOGY PROCUREMENTS AS DEFINED IN 11-35-310 OF THE PROCUREMENT CODE, IF ITEMS THAT ARE OTHER

THAN NEW (I.E. REMANUFACTURED OR REFURBISHED) ARE DESIRED TO BE BID, THE BIDDER MUST OBTAIN WRITTEN PERMISSION TO BID SUCH ITEMS AT LEAST 5 DAYS IN ADVANCE OF BID OPENING FROM THE PERSON TO WHOM INQUIRIES ARE TO BE DIRECTED AS LISTED ON THE FRONT PAGE OF THE INVITATION FOR BID.

SOUTH CAROLINA GOVERNING LAW CLAUSE: THE AGREEMENT AND ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING TO THE AGREEMENT SHALL, IN ALL RESPECTS, BE INTERPRETED, CONSTRUED, ENFORCED AND GOVERNED BY AND UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA. ALL DISPUTES, CLAIMS, OR CONTROVERSIES RELATING TO THE AGREEMENT SHALL BE RESOLVED EXCLUSIVELY BY THE APPROPRIATE CHIEF PROCUREMENT OFFICER IN ACCORDANCE WITH TITLE 11, CHAPTER 35, ARTICLE 17 OF THE SOUTH CAROLINA CODE OF LAWS, OR IN THE ABSENCE OF JURISDICTION, ONLY IN THE COURT OF COMMON PLEAS FOR, OR A FEDERAL COURT LOCATED IN, RICHLAND COUNTY, STATE OF SOUTH CAROLINA. CONTRACTOR AGREES THAT ANY ACT BY THE GOVERNMENT REGARDING THE AGREEMENT IS NOT A WAIVER OF EITHER THE GOVERNMENT'S SOVEREIGN IMMUNITY OR THE GOVERNMENT'S IMMUNITY UNDER THE ELEVENTH AMENDMENT OF THE UNITED STATE'S CONSTITUTION. AS USED IN THIS PARAGRAPH, THE TERM "AGREEMENT" MEANS ANY TRANSACTION OR AGREEMENT ARISING OUT OF, RELATING TO, OR CONTEMPLATED BY THE SOLICITATION.

TERMINATION: SUBJECT TO THE CONDITIONS BELOW, THE CONTRACT MAY BE TERMINATED FOR ANY REASON BY THE SCPRT PROVIDING A 30 DAY ADVANCE NOTICE IN WRITING IS GIVEN TO THE CONTRACTOR.

FOR CONVENIENCE - IN THE EVENT THAT THIS CONTRACT IS TERMINATED OR CANCELED UPON REQUEST AND FOR THE CONVENIENCE OF THE STATE WITHOUT THE REQUIRED THIRTY (30) DAYS ADVANCE WRITTEN NOTICE, THEN THE STATE MAY NEGOTIATE REASONABLE TERMINATION COSTS, IF APPLICABLE.

FOR CAUSE - TERMINATION BY THE STATE FOR CAUSE, DEFAULT OR NEGLIGENCE ON THE PART OF THE CONTRACTOR SHALL BE EXCLUDED FROM THE FOREGOING CONDITIONS; TERMINATION COSTS, IF ANY, SHALL NOT APPLY. THE THIRTY (30) DAYS ADVANCE NOTICE REQUIREMENT IS WAIVED AND THE DEFAULT CLAUSE IN THIS BID SHALL APPLY. (SEE CLAUSE NO. 1)

ASSIGNMENT: NO CONTRACT OR ITS PROVISIONS MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF SCPRT.

AFFIRMATIVE ACTION: THE SUCCESSFUL BIDDER WILL TAKE AFFIRMATIVE ACTION IN COMPLYING WITH ALL FEDERAL AND STATE REQUIREMENTS CONCERNING FAIR EMPLOYMENT AND EMPLOYMENT OF THE HANDICAPPED, AND CONCERNING THE TREATMENT OF ALL EMPLOYEES, WITHOUT REGARD OR DISCRIMINATION BY REASON OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN OR PHYSICAL HANDICAP. THE FOLLOWING ARE INCORPORATED HEREIN BY REFERENCE: 41 C.F.R. 60-1.4, 60-250.4 AND 60-741.4.

ITEM SUBSTITUTION: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). NO SUBSTITUTES WILL BE ALLOWED ON PURCHASE ORDERS RECEIVED FROM AGENCIES WITHOUT PERMISSION FROM SCPRT.

RESTRICTIONS/LIMITATIONS: NO PURCHASES ARE TO BE MADE FROM THIS CONTRACT FOR ANY ITEM THAT IS NOT LISTED OR FOR ANY ITEM THAT IS CURRENTLY AUTHORIZED UNDER ANY OTHER CONTRACT AWARDED PRIOR TO THIS CONTRACT.

PURCHASES FROM OTHER SOURCES: SCPRT RESERVES THE RIGHT TO BID SEPARATELY ANY UNUSUAL REQUIREMENTS OR LARGE QUANTITIES OF THE ITEMS SPECIFIED IN THIS PROPOSED CONTRACT (THE ABOVE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). (THE FOLLOWING PORTION APPLIES ONLY TO STATEWIDE TERM CONTRACTS) OTHERWISE, IT IS MANDATORY THAT ALL GOVERNMENTAL BODIES PROCURE THEIR REQUIREMENTS FOR THE GOODS AND SERVICES DURING ITS TERM, PROVIDED HOW-EVER THAT SECTION 9 OF THE PROVISOS TO THE APPROPRIATIONS ACT REQUIRES THAT,"...IF A GOVERNMENTAL BODY IS OFFERED GOODS AND SERVICES AT A PRICE THAT IS AT LEAST TEN PERCENT LESS THAN THE TERM CONTRACT PRICE FOR THE SAME GOODS OR SERVICES, IT MAY PURCHASE FROM THE VENDOR OFFERING THE LOWER PRICE AFTER FIRST OFFERING THE VENDOR HOLDING THE TERM CONTRACT THE OPTION TO MEET THE LOWER PRICE. IF THE VENDOR HOLDING THE TERM CONTRACT MEETS THE LOWER PRICE, THEN THE GOVERNMENTAL BODY MUST PURCHASE FROM THE CONTRACT VENDOR..."

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: ANY CHANGE ORDERS, ALTERATIONS, AMENDMENTS OR OTHER MODIFICATIONS HEREUNDER SHALL NOT BE EFFECTIVE UNLESS REDUCED TO WRITING AND APPROVED BY THE BUYER RESPONSIBLE FOR THIS SOLICITATION AND THE CONTRACTOR. ALL QUESTIONS, PROBLEMS OR CHANGES ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO THE BUYER RESPONSIBLE FOR THIS SOLICITATION, AT 1205 PENDLETON STREET, COLUMBIA SC 29201.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: THE STATE OF SOUTH CAROLINA REQUIRES ALL CONTRACTUAL ACTIVITIES TO BE IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL MANDATES CONCERNING "PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT". ANY CONTRACTOR DOING BUSINESS WITH THE STATE WILL BE REQUIRED TO DOCUMENT COMPLIANCE AND TO SPECIFY PRUDENT PRACTICES USED BY THE CONTRACTOR TO ADDRESS APPLICABLE MANDATES INCLUDING, BUT NOT RESTRICTED TO "THE HAZARD COMMUNICATION STANDARD" OSHA CFR 1910.1200 (SCRR ARTICLE 1,71-1910.1200). BY SUBMISSION OF THIS BID, THE VENDOR AGREES TO TAKE ALL NECESSARY STEPS TO ENSURE COMPLIANCE WITH THESE REQUIREMENTS.

PAYMENT FOR GOODS & SERVICES: PAYMENT FOR GOODS & SERVICES RECEIVED BY THE STATE SHALL BE PROCESSED IN ACCORDANCE WITH SECTION 11-35-45 OF THE SOUTH CAROLINA PROCUREMENT CODE.

PROVISIONS AND CLAUSES BY REFERENCE

THE FOLLOWING S.C. STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL TEXT. THE FULL TEXT OF THESE PROVISIONS AND CLAUSES IS AVAILABLE ON THE MATERIALS MANAGEMENT OFFICE WEBSITE AT www.state.sc.us/mmo/ops/chgbid.doc.

STANDARD SOLICITATION PROVISIONS

(APPLIES TO ALL SOLICITATIONS)

AWARD CRITERIA
REJECTION
INSTRUCTIONS TO BIDDERS
UNIT PRICE GOVERNING
BIDDERS QUALIFICATION
INDEMNIFICATION

ORDER OF PRECEDENCE
CORRECTION OF ERRORS
RECORDS RETENTION
DISCUSSION WITH BIDDERS
RISK OF LOSS

GENERAL CONTRACT CLAUSES

(APPLIES AS INDICATED BELOW)

OPEN MARKET CONTRACTS

DEFAULT
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT

GOVERNING LAW
ASSIGNMENT
AFFIRMATIVE ACTION
CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES

STATEWIDE TERM CONTRACTS

AGENCY CONTRACTS

DEFAULT
NON-APPROPRIATIONS
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT
GOVERNING LAW
TERMINATION
ASSIGNMENT
AFFIRMATIVE ACTION
ITEM SUBSTITUTION
RESTRICTIONS/LIMITATIONS
RESTRICTIONS/LIMITATIONS
PURCHASES FROM OTHER SOURCES

DEFAULT
NON-APPROPRIATIONS
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT
GOVERNING LAW
TERMINATION
ASSIGNMENT
AFFIRMATIVE ACTION
ITEM SUBSTITUTION

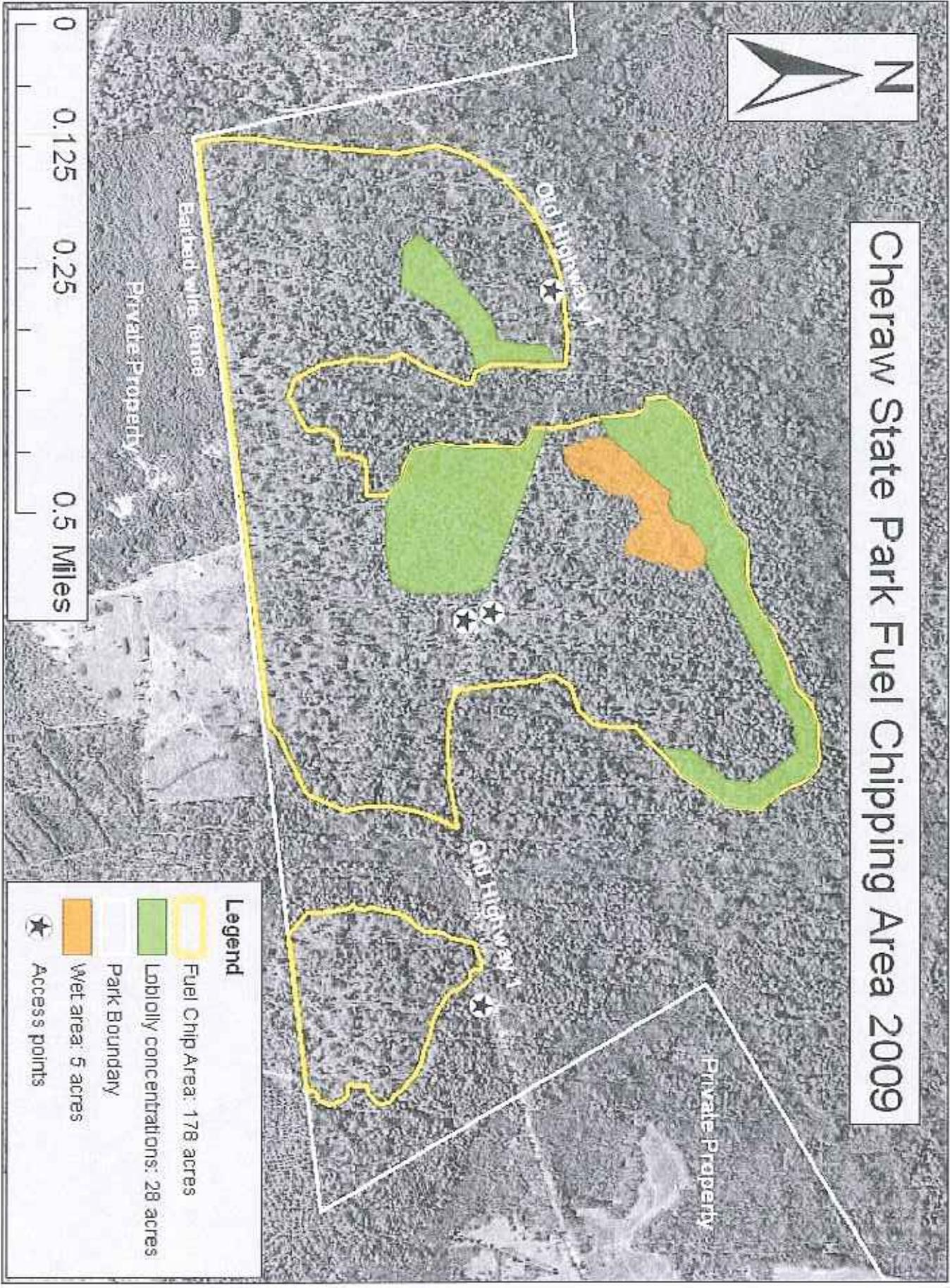
SOURCES

CONTRACT PARTICIPATION
CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES
SOUTH CAROLINA PURCHASING CARD
CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS

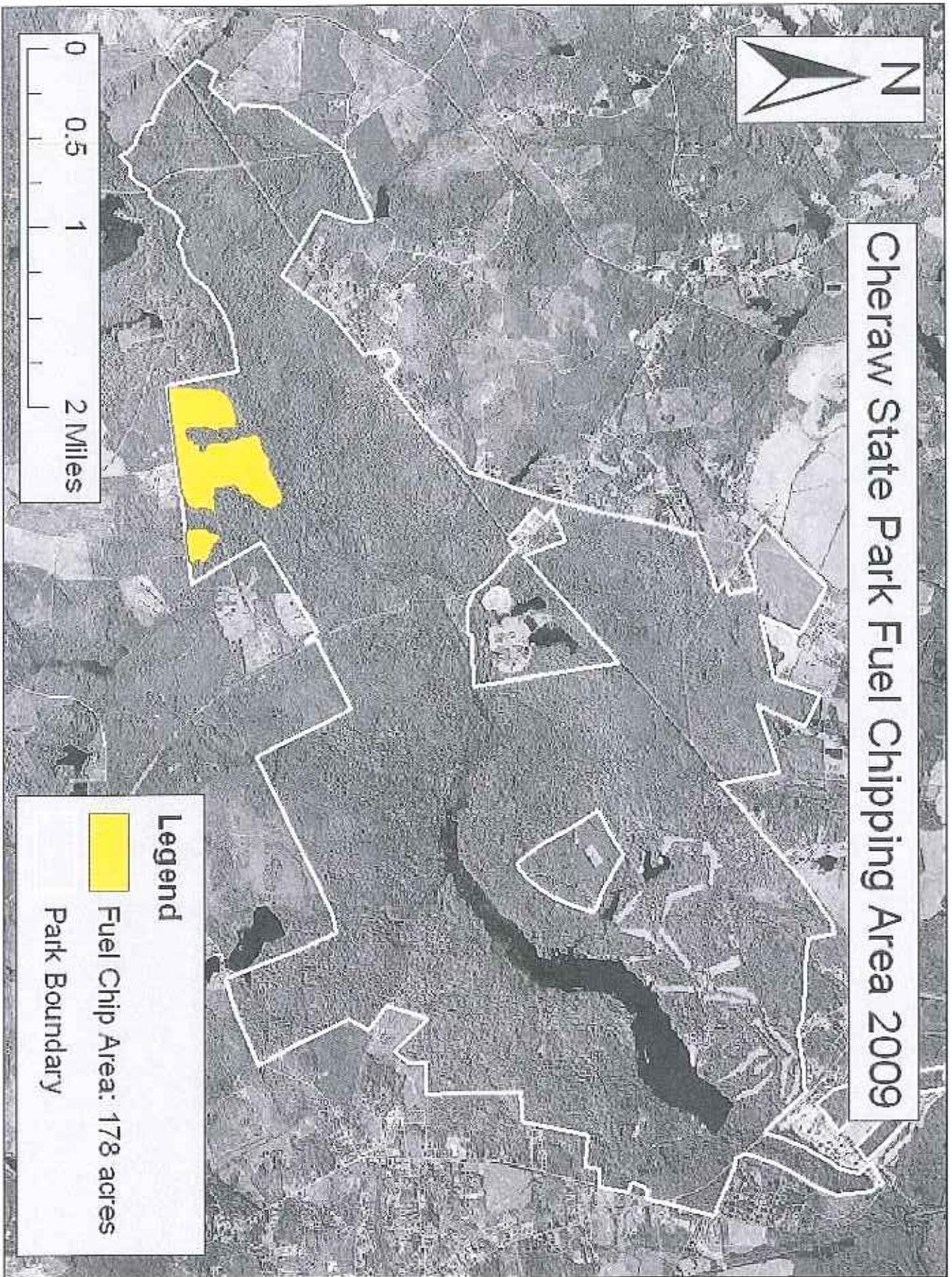
PURCHASES FROM OTHER

CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES

Cheraw State Park Fuel Chipping Area 2009



Cheraw State Park Area I-1 Fuel Chipping Project



Cheraw State Park Area I-1 Fuel Chipping Project