



City of
Tega Cay, South Carolina

www.tegacaysc.org

7725 Tega Cay Drive
Tega Cay, SC 29708

Phone: 803.548.3512
Fax: 803.548.1400

BID OVERVIEW

DATE: JUNE 10TH, 2025

DESCRIPTION OF WORK: FORT MILL RIVER ACCESS STORM DEBRIS REMOVAL

ISSUING AGENCY: City of Tega Cay
7725 Tega Cay Dr.
Tega Cay, SC 29708

LOCATION OF SERVICE: Fort Mill River Access
2541 New Gray Rock Rd
Tega Cay, SC 29708

CONTACT PERSON: Dustin Overton
Email: Doverton@tegacaysc.gov

The City of Tega Cay reserves the right without prejudice to reject, in whole or in part, any and all bids received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such bids. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the City. It also reserves the right to be the sole judge of the suitability of any and all bids for use by the City.

The City of Tega Cay reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous bids or bids which are uncertain as to terms, delivery, quantity of compliance with specifications.

BID PURPOSE AND DESCRIPTION

The City of Tega Cay is accepting sealed bids for storm debris clearing and removal along the Fort Mill River Access walking path. The objective of this Request for Bid (RFB) is to provide information to enable Bidders to submit written bids for the Fort Mill River Access Storm Debris Removal project. There will be a pre-bid meeting held on Thursday, July 10th, 2025 at 9:00 AM, EST at the Fort Mill River Access Parking Lot, located at 2541 New Gray Rock Rd. Bidders must submit (2) two sealed hard copies of their bids. Bids must be received by the City of Tega Cay at their administrative office located at 7725 Tega Cay Drive, Tega Cay, SC 29708 by **2:00 PM EST on Thursday, July 31st, 2025**. Qualifications received after this date and time shall be returned unopened.



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SCOPE OF SERVICES

- Procure necessary materials, equipment, labor, permits, etc. for the Fort Mill River Access Storm Debris Removal Project.
- Removal of debris consists of removing all man-made debris including but not limited to tires, lumber, plastic tanks, large organic material, and vegetative debris close to path which would pose a hazard to the public and under power lines. Naturally decomposing debris will not be removed unless it is very near the walking path. The approximate area of service is shown below.
- Debris removal boundaries are indicated on-site by pink flagging tape.
- Haul and dispose of debris off-site. Debris disposal site must be disclosed to the City.
- Concrete walking path access is limited by small pedestrian bridges. Large pieces of equipment will have limited access due to narrow pedestrian bridges.





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BID SUBMISSION SPECIFICATIONS AND REQUIREMENTS

1. Bids should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Bidders are required to submit the following items as a complete Bid:
 - a. The return of the addenda, if any, signed and filled out as required.
 - b. Detailed cost statement for entirety of project
 - c. Bid submissions must also include a proposed start date and an estimated number of days to substantially complete the project.
 - d. Copies of applicable licenses.
 - e. Performance Bond and/or Payment Bond may be required if the conditions in Sections "Performance Bond Requirements" and/or "Payment Bond Requirements" are applicable. The Offeror is required to furnish a performance bond covering faithful and satisfactory performance of the work contracted in an amount not less than one hundred percent (100%) of the Contract Amount. All bonds shall be issued by companies authorized to transact business in the State of South Carolina.
 - f. Insurance: The successful Offeror must provide a statement indicating that they are able to procure and maintain, without interruption and on an occurrence basis, public liability insurance. The insurance coverage shall name the City, its elected officials, office, agents and employees as additional insured and shall be primary as to any overlapping coverage carried by the City. The successful Offeror shall not be liable for mechanical failure or equipment damage resulting from faulty construction not performed by or on behalf of the successful Offeror or from hydrostatic pressure.
2. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFB shall belong exclusively to the City and be subject to public inspection in accordance with the South Carolina Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the South Carolina Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F of the Code of South Carolina, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or material to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line-item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the bid.



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There will be a pre-bid meeting held on **Thursday, July 10th, 2025 at 9:00 AM, EST** at the Fort Mill River Access Parking Lot, located at 2541 New Gray Rock Rd.

Offerors must submit two (2) hard copies of their bid. Bids shall be sealed and labeled Fort Mill River Access Storm Debris Removal. Bids can be mailed, or hand delivered to the City of Tega Cay (7725 Tega Cay Dr.). All bids must be received by no later than **2:00 PM EST, July 31st, 2025**.

All questions pertaining to this request for bid must be submitted in writing by emailing doverton@tegacaysc.gov no later than 5:00 PM (EST) on July 18th, 2025. Only written questions will be considered formal.

EVALUATION CRITERIA AND SELECTION PROCEDURE

The City shall have sole discretion in evaluating qualifications. The City reserves the right to select the qualifications that it may determine to be in the best interest of the City. The City also reserves the right to reject any and all qualifications, including that of the selected firm if satisfactory contract negotiations cannot be concluded.

****The City of Tega Cay pays SC Sales Taxes in the amount of 7%. However, the City is exempt from Federal Excise Taxes and will issue exemption certificates, if requested. INCLUDE ALL APPLICABLE TAXES IN YOUR LUMP-SUM BID COSTS.**

GENERAL TERMS AND CONDITIONS

1. RECEIPT AND OPENING OF SEALED BIDS:
 - a. Sealed Bids will be received and opened as specified in this request for bid document.
 - b. The City 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 bids 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.
2. PREPARATION OF BID:
 - a. All bids will be evaluated in accordance with the instructions and criteria in this document. Any bid not providing sufficient information and documentation to comply with the RFB Evaluation requirements will be considered non-responsive and removed from further consideration.
 - 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.



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- c. All information shall be typewritten.
 - d. Two (2) hard copies submitted in a sealed envelope. The submitted responder is required to have printed on the envelope or wrapping containing their bid: responder business name and address and the bid title. If forwarded by mail, the sealed envelope containing the bid must be enclosed in the outer envelope. The City shall not be responsible for unidentified bids.
 - e. Responders mailing their bid must allow a sufficient mail delivery period to insure timely receipt of their bid. The City is not responsible for bids delayed by mail and/or delivery services of any nature. It is the responder's sole responsibility to ensure 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.
 - f. Responders must clearly mark as "Confidential" each part of their offer which they consider 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", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or his agents for its determination in this regard.
 - g. Each responder shall acknowledge receipt of all addenda by its submission of a bid. It shall be each responder's responsibility to assure that all addenda have been received. Addenda, if any, will be posted on the RFP/Bid page of the City's website. No claim for failure to receive addenda will be considered.
3. RESPONDER QUALIFICATIONS:
To be acceptable to the City, responders 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 responder who is unable to show that he has actually performed considerable work of similar character to that on which he is responding.
4. EXECUTION OF CONTRACT:
The responder to whom an award is made shall deliver to the City a Certificate of Insurance, listing the City of Tega Cay as additional insured, prior to execution of the contract.
5. TERM OF CONTRACT AND CONTRACT DOCUMENTS:
- a. The contract documents that will form the contract shall include:
 - i. The Complete Request for Bids
 - ii. All Addenda
 - iii. The Successful Responder's Submitted Bid Document
 - iv. Notice of Award (Verbal or Written)
 - v. Executed Contract
 - vi. Insurance Certification



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- b. Bids submitted must be in a form suitable for incorporation, verbatim, into the contract.
- c. No written contract may be assigned, sublet, or transferred without the written consent of the City Manager.

6. **INSURANCE:**

The successful responder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the responder, their agents, representatives, or subcontractors. Proof of coverage as contained herein shall be submitted within ten (10) days after the City has provided a verbal notice of award and such coverage shall be maintained by the Responder for the duration of the contract period.

- a. Worker's Compensation – Limits as required by the Workers' Compensation Act of SC, Employers Liability, \$1,000,000.
- b. General Liability insurance in the amount of \$1,000,000.00.
- c. Punitive damage coverage for liability insurance.
- d. Professional liability insurance in the amount of \$1,000,000.00.
- e. Coverage Provisions
 - i. All deductibles or self-insured retention shall appear on the certificate.
 - ii. City of Tega Cay shall be listed as additional insured. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - iii. The responder's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
 - iv. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - v. All coverage for subcontractors of the responder shall be subject to all of the requirements stated herein.
 - vi. All deductibles or self-insured retention shall appear on the certificate and shall be subject to approval by the City. At the option of the City, either the insurer shall reduce or eliminate the deductible or self-insured retention; or the responder shall be required to procure a bond guaranteeing payment of losses and related claims expense.
 - vii. Failure to comply with any reporting provisions of the policy shall not affect coverage provided the City, its officers/officials, agents, employees and volunteers.
 - viii. The insurer shall agree to waive all rights of subrogation against the City, its officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.



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- ix. The responder shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certified coverage must be attached.
7. **RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:**
The City reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder (if applicable).
8. **LAW AND REGULATIONS:**
The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
9. **METHOD OF AWARD:**
 - a. Contracts will be awarded to the responder whose bid appears to serve the best interest of the City. The successful responder will be determined as prescribed herein this document.
 - b. The City reserves the right to accept or reject, in whole, in part, together or separately, any and all responses as appears in its sole judgment to be in the best interests of the City, or to waive any and all technicalities and informalities in determining the action of each bid.
10. **OBLIGATION OF RESPONDER:**
At the time of the opening of bids, each responder will be presumed to have inspected the site, if applicable, and to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this request for bid.

VENDOR AGREEMENTS

1. **STATEMENT OF RIGHTS:**
The City reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Vendors may be asked to give a verbal presentation of their bid after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. The City 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 City. The City also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.
2. **GENERAL TERMS:**



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Each responder by submitting a response to the City as a result of this RFB, agrees to and acknowledges its acceptance of and agreement with the procedures outlined below and the terms, conditions and requirements of the applicable the City RFB document. Agreement is evident by the submission of a response to the City. If a vendor 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 the City, the offer of the firm in question will be void and the City will procure the goods/services in question from other eligible vendors.

3. SPECIFIC TERMS:

- a. 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 responder 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.
- b. Any attempt by a vendor to influence the opinion of the City staff, or City Council, by discussion, promotion, advertising or any procedure to promote their offer, will constitute grounds to judge such an offer non-responsive. All offers presented to the City will be evaluated based on the current City Code and the offer as presented to the City on the date/time specified in the given solicitation.
- c. The City reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- d. All vendors are informed that the City Manager may exercise the City's option to extend the contract and/or purchase order under the provisions of City Code should such extension be mutually agreeable between the City and the selected vendor.
- e. The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Bid. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City and shall have no power or authority to bind or obligate the City in any manner, except City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City 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



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- City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract.
- f. The responder will act in an independent capacity and not as officers or employees of the City. The vendor shall indemnify, defend and hold harmless the City, 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 Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents, or employees.
 - g. The successful vendor shall indemnify and hold harmless the City, 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.
 - h. It is the responsibility of the prospective responder to review the entire request for bids packet and to notify the City Manager's Office if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or responding procedures must be received by the City Manager's Office not less than five (5) days prior to the time set for bid opening. These requirements also apply to specifications or instructions that are ambiguous.
 - i. Should any vendor fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, the City may terminate this contract, in whole or in part, and may consider such failure or non-compliance a breach/default of contract. The City reserves the right to purchase any/all items or service in default on the open market. By submittal of a response, all vendors agree to this provision. No additional responses 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 organization or individual name until their previous default is settled.
 - j. The City may terminate this agreement with or without cause at any time. In the event of termination by either party, uncontested fees due for services satisfactorily performed or goods accepted prior to the termination shall be paid.
 - k. Submit two (2) hard copies of your response.
 - l. All submittals become the property of the City.
 - m. All bids (and supporting documents) will be retained by the City for a period of one hundred twenty (120) days from the date the bids are opened after the opening hour commences.
 - n. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with



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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 responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the responder 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.

PAYMENT AND PERFORMANCE BONDS

A Payment and Performance Bonds may be required to be submitted to the City by the Contractor once the bid has been awarded and before work may begin.

Payment Bonds encompass the prime Contractor's obligation to pay subcontractor and others for material and labor used in the project. A Payment Bond guarantees that the Contractor will pay certain bills for labor and materials (including those from subcontractors and suppliers), which are associated with the subject contract. The Payment Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.

The Performance Bond ensures that the project will be completed even if the prime Contractor defaults or abandons the project. A Performance Bond guarantees contract performance by the Contractor, according to the contract specifications, terms and conditions. The Performance Bond requirement helps assure that the Contractor provides suitable evidence of its financial condition and ability to complete the project without financial difficulty.