

 UNIVERSITY OF SOUTH CAROLINA	INVITATION FOR BID	Solicitation Number	USC-IFB-2603-LW
		Date Issued	May 5, 2014
		Date Posted	May 5, 2014
		Procurement Officer	Lana Widener
		Phone	803-777-7776
E-Mail Address	llw@mailbox.sc.edu		

DESCRIPTION: **Tree Pruning – USC Historic Beaufort and Hilton Head Gateway Campuses**

USING GOVERNMENT AGENCY: UNIVERSITY OF SOUTH CAROLINA

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

SUBMIT OFFER BY: (Opening Date/Time): **May 22, 2014, 3:00 pm** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **May 15, 2014, 10:00 am** See "Questions From Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) Original in Hardcopy and one (1) copy marked 'Copy' (Original shall prevail).**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208	University of South Carolina – Purchasing Dept. 1600 Hampton St., Suite 606 Columbia, SC 29208

See "Submitting Your Offer" provision

CONFERENCE TYPE: Mandatory Site Visit DATE & TIME: Wednesday, May 14, 2014, 10:00 AM As appropriate, see "Conferences-Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: USC Historic Beaufort Campus 801 Carteret Street Beaufort, SC 29202 Front of Beaufort College Building
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AWARD & AMENDMENTS	Award will be posted at the Physical Address stated above on May 23, 2014 . The award, this solicitation, and any amendments will be posted at the following web address: http://purchasing.sc.edu
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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. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

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

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 (If offeror is a corporation, identify the state of Incorporation.)

TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	_____ Area Code - Number - Extension Facsimile _____ E- mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
_____ Payment Address same as Home Office Address _____ Payment Address same as Notice Address (check only one)	_____ Order Address same as Home Office Address _____ Order Address same as Notice Address (check only one)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

_____ In-State Office Address same as Home Office Address
 _____ In-State Office Address same as Notice Address (check only one)

Solicitation Outline

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
May be blank if Bidding Schedule / Cost Proposal attached
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

I. Scope Of Solicitation

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

It is the intent of the University of South Carolina to solicit bids from qualified vendors to provide all labor, materials and equipment necessary to prune trees located on the Historic Beaufort Campus and the Hilton Head Gateway Campus in accordance with all requirements stated herein.

II. Instructions To Offerors - A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT – means a document issued to supplement the original solicitation document.

BUYER – means the Procurement Officer.

CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled “Contract Documents & Order of Precedence.”

CONTRACT MODIFICATION – means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER – means the bid or proposal submitted in response this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”

OFFEROR – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO – means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER – means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR – means Offeror.

SOLICITATION – means this document, including all its parts, attachments, and any Amendments.

STATE – means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION (JANUARY 2006) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://purchasing.sc.edu>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (NOV 2007): Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>

COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006): 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. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds,

an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE (JANUARY 2006) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

ETHICS CERTIFICATE (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

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. [07-7B097-1]

Procurement Code Transactions: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its 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." Contractor agrees to include in any contracts with its subcontractors language requiring its 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. (An overview is available at www.procurement.sc.gov)

Other Transactions

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors

to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in Your price that the State may be required to pay.

PROCUREMENT AGENT (AUG 2004) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [~ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION (JAN 2004) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After

issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit***

SIGNING YOUR OFFER (JANUARY 2006) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, 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 signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JANUARY 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.scemd.org/closings>

SUBMITTING REDACTED OFFERS (FEB 2007): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. [04-4030-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. Instructions To Offerors - B. Special Instructions

SUBMISSION OF QUESTIONS

Mark envelopes on questions mailed:

QUESTIONS: USC-IFB-2603-LW

Title: Tree Pruning – USC Historic Beaufort and Hilton Head Gateway Campuses

Attn: Lana Widener

QUESTIONS MAY BE E-MAILED TO: llw@mailbox.sc.edu

FAXED TO: 803-777-2032

CLARIFICATION (NOV 2007): Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

DISCUSSIONS WITH BIDDERS (JAN 2006) After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).

PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, You must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder's total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor's work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor's labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). **YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.**

PROTEST - CPO MMO ADDRESS (JUNE 2006)

Any protest 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.

[02-2B122-1]

MANDATORY SITE VISIT: A site visit will be held at the following date, time, and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time: May 14, 2014, 10:00 am
1st Location: USC – Historic Beaufort Campus
801 Carteret Street
Beaufort, SC 29902
Meet in Front of Beaufort College Building

2nd Location: USC – Hilton Head Gateway Campus
One University Boulevard
Bluffton, SC 29909
Meet in Front of Hargray Building

NOTE: All trees requiring removal and pruning will be marked prior to site visit so they can be clearly identified and quantified during mandatory site visit.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item. [02-2B170-1]

III. Scope of Work / Specifications

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order.

Pruning Objective: To prune all trees on the USCB Historic Campus and Hilton Head Gateway Campus to improve safety, reduce liability, and improve overall tree health.

General Description – The University of South Carolina is requesting bids from licensed arborist to perform tree maintenance on both the Historic Beaufort Campus, and the Hilton Head Gateway Campus located in Bluffton, SC. The scope of this project includes the removal of trees on both campuses, pruning a number of trees on both campuses, adding mulch to root flare, and exposing root flare.

General Information:

The **Historic Beaufort Campus** is located in Beaufort County, South Carolina on US HWY 21. The campus is located in an 8b zone according to USDA Plant Hardiness Zone Map. This campus currently has a total of 101 trees. These trees range in diameter from 2” Diameter at Breast Height (DBH) to 49.5” DBH. Most trees on this campus fall within the 12” to 16” DBH class. The average DBH for this campus is 17.8”. This campus is dominated by three species: live oak, laurel oak, and palmettos. These three species make up 63% of the total canopy coverage. A remaining 13 species make up the rest of the canopy. Most of the trees on this campus require some level of pruning to remove hazardous deadwood from the trees. The most common problem outside of pruning is improper pruning cuts. No significant pest or fungus infestation or nutrient deficiencies have been noted in the trees on this campus.

The **Hilton Head Gateway Campus** is also located in Beaufort County, South Carolina, off of SC HWY 278 approximately 6 miles east of Interstate 95. This campus is located in an 8b zone according to the USDA Plant Hardiness Zone Map. This campus was developed on land that was once managed as a pine forest. The campus currently has a total of 751 planted trees. The trees range in diameter from 1” DBH to 12” DBH. Most of the trees on this campus fall between the range of 1” and 9.5” DBH. The only trees that average in the 12” DBH are the palmettos. The average DBH for this campus is 5.1”. There a total of 185 palmettos and 186 multi-stem crepe myrtles on this campus that have been removed from the DBH measurements in an effort manage tree

growth affectively on this campus. Sixteen tree species are found on this campus. One third of the trees on campus are live oak. About 83% of the trees found on this campus fall under three different species being (palmetto, crepe myrtle, and live oak and the remaining 17% are spread across the remaining 13 species. A large percentage (66%) of the trees on this campus showed no visible root flare because of improper mulching and roughly 38% of the trees required some form of pruning. Other common characteristics found on the campus are the presence of lichens, sucker growth, and die back. No significant pest or fungus infestations or nutrient deficiencies were noted in the trees on campus.

Reports Attached

By Michael W. Pavlis, Ossabaw Consulting, LLC.

- Urban Forest Management Report, dated March 25, 2014
- Urban Forest Management Plan, dated March 25, 2014

Note: *The data used to compile these reports was collected between July 19, 2012 and July 22, 2012. Both reports contain a list of tree species and quantities of each for both campuses. They, also, contain detailed tables for diameter class, average DBH per species, percentages of common problems and overall health ratings.*

General Requirements and Specifications:

If the use of a bucket truck or lift is required, prior coordinated must take place with owner. Tree root zones will be protected during the use of any bucket trucks, or lifts. This can include the use of mulch along with plywood to adequately protect the root zones from damage.

Contractor is responsible for any and all damage to landscaping, sidewalks, building, roof, etc. as a result of negligence.

Note: *The specifications bulleted below were developed by Mr. Michael W. Pavlis, of Ossabaw Consulting, LLC (March 30, 2014):*

- Contractor must employ a current ISA Certified Arborist
- No tree will be climbed with spikes or spurs
- Heavy equipment must remain on paved surfaces
- All debris generated by work must be removed and disposed of off site daily
- Work sites will comply with OSHA regulations as well as ANSI Z133.1
- All pruning will comply with ANSI A300 Part 1, specifically Sections 5.3 and 5.5.3
 - For trees that are less than 25in DBH, no more than 25% of the living canopy will be removed to meet pruning objectives; in trees greater than 25in DBH no more than 15% of the living canopy will be removed to meet pruning objectives
- Pruning of large deadwood must be roped out to limit damage to lawn and hardscapes
- Pruning to remove any branch larger that 8in in diameter must have approval by the consulting arborist

Historic Beaufort Campus Pruning Specifications:

Note: *The specifications bulleted below were developed by Mr. Michael W. Pavlis, of Ossabaw Consulting, LLC (March 30, 2014):*

- All trees 10in DBH and larger will be pruned in accordance with ANSI A300 Part 1, Section 5.6.1 and 5.6.3 standards
 - Tree cleaning will remove any limb 2in in diameter or larger that is dead, decayed, or rubbing/crossing
 - Clearance specifications are: 8ft vertically over all lawn and sidewalk areas, 14ft over all roadways, 8ft to 10ft over parking areas, 6ft to 8ft over roofs and 3ft to 4ft from sides of

buildings; clearance specifications should be met where applicable to maintain the tree's integrity

- All trees less than 10in DBH will be pruned in accordance with ANSI A300 Part 1, Section 5.7.1 by selectively removing healthy limbs to promote overall tree health and structure in addition to ANSI A300 Part 1, Section 5.6.1
 - Tree cleaning will remove any limb 1in in diameter or larger that is dead, decayed, or rubbing/crossing
 - The natural occurring shape of the tree species will be considered and maintained with structural pruning
- All palmettos will be pruned in accordance with ANSI A300 Part 1, Section 5.8 standards

USC's Additional Project Requirements for Historic Beaufort Campus

- 1) All trees that are not recommended for removal and require pruning must be pruned in accordance to the American National Standards Institute ANSI A300 standards for pruning.
- 2) It is recommended that all trees that are not a candidate for removal be pruned in accordance to the American National Standards Institute ANSI A300 standards for pruning.
- 3) In addition, all trees that are in the lawn area required to be mulched. Mulch should not touch the trunk of the tree, should extend to the drip-line of the tree where possible and be 2"-4" in thickness. Shredded hardwood or aged pine bark are the only acceptable types of mulch.
- 4) The two sweet gums on the Historic Beaufort campus are to be de-mossed.
- 5) The laurel oak, near the Performing Arts Center will require cabling or bolting to aid in the two co-dominant stems.

Hilton Head Gateway Campus Pruning Specifications:

Note: *The specifications bulleted below were developed by Mr. Michael W. Pavlis, of Ossabaw Consulting, LLC (March 30, 2014):*

- All planted trees will be pruned in accordance with ANSI A300 Part 1, Section 5.7.1 by selectively removing healthy limbs to promote overall tree health and structure in addition to ANSI A300 Part 1, Section 5.6.1
 - Tree cleaning will remove any limb 1in in diameter or larger that is dead, decayed, or rubbing/crossing
 - The natural occurring shape of the tree species will be considered and maintained with structural pruning
 - Tree sucker growth can be removed from the trunk if it is below the first main branch on the tree
 - Trees branches that extend beyond the mulch ring should be pruned back to the mulch ring or elevated to avoid conflicts with ground maintenance, clearance heights will not exceed 8ft, and tree structure and integrity must be considered when pruning to meet clearance objectives
- Competing trees from the wood line should be pruned back 4ft to 8ft from the planted trees to improve the overall structure
 - Pruning of competing trees should meet ANSI A300 Part 1 Standards
- All palmettos will be pruned in accordance with ANSI A300 Part 1, Section 5.8 standards

USC's Additional Project Requirements for Hilton Head Gateway Campus

- 1) All trees that are not recommended for removal and require pruning must be pruned in accordance to the American National Standards Institute ANSI A300 standards for pruning.
- 2) It is recommended that all trees that are not a candidate for removal be pruned in accordance to the American National Standards Institute ANSI A300 standards for pruning.
- 3) Trees should be cleaned and pruned for safety and clearance of 8ft, where applicable, in accordance with ANSI A300 Part 1 Sections 5.6.1 and 5.6.3 standards and palmettos should also be pruned in accordance with ANSI A300 Part 1 Section 5.8 standards.

- 4) All trees that have no visible root flare shall be excavated with an air-knife or air-spade. The excavation should expose the entire trunk to the root flare of the tree and soil flagging or radial trenching within the drip-line of the trees shall also be conducted.
- 5) Native soil must be incorporated into the soil flagging and the trees should then be properly mulched.
- 6) Only shredded hardwood or aged pine bark will be allowed for mulching.

Root Flare Excavation

Note: *The specifications in this section were developed by Mr. Michael W. Pavlis, of Ossabaw Consulting, LLC (March 30, 2014):*

Root Flare Excavation Objective: The live oaks along West Campus Drive, University Boulevard, and East Campus Drive will have their root flares excavated in order to improve growing conditions.

- It is recommend that all trees be excavated with an air-knife or air-spade to alleviate the buried condition of the trees
 - Soil fragging or radial trenching within the drip-line of the tree should also be conducted
 - Excess soil will be removed from site
 - Mulch should be reapplied; mulch will not touch the trunk of the tree and should extend to the drip-line of the tree
- The excavation should expose the entire trunk to the root flare of the tree
- The fibrous roots of the root plate of the tree should be within the top 4in of the soil once work has been completed
 - Any girdling roots will be cut smooth

IV. Information For Offerors To Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JANUARY 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

Bidder must provide three business references with contact information with company name, phone numbers, and email addresses in which a similar complexity and magnitude has been successfully performed within the past five years.

Bidder must be properly licensed as an ISA Certified Arborist. Provide copy of license with bid.

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? Yes NO

Is the bidder a Minority Business certified by another governmental entity? Yes NO

If so, 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? Yes NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? Yes NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? Yes NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral

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.)

V. Qualifications

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

VI. Award Criteria

AWARD CRITERIA – BIDS (JANUARY 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. Terms and Conditions - A. General

ASSIGNMENT (JAN 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms

and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES (JAN 2006): (1) Choice-of-Forum. 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. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NON-INDEMNIFICATION (JAN 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT & INTEREST (MAY 2011): (a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any

other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SETOFF (JAN 2006): The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

VII. Terms and Conditions - B. Special

HIPAA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the University of South Carolina may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT - The University of South Carolina requires that all contractual activities to be in compliance with local, state and federal mandates concerning "protection of human health and the environment". In addition, the University of South Carolina is a "Drug Free Work Place" and requires all contractors to comply with South Carolina Code of Laws Section 41-15-10 ET sequence (1976 w/amendments). Any contractor doing business with the University will be required to document compliance with these mandates and to furnish specific information requested by the University's Department of Environmental Health and Safety when notified to do so. The Contractor understands and agrees that jobsites are open at all times work is being performed by the Contractor to authorized University employees who have been trained to identify unsafe work conditions. The Contractor will immediately correct any deficiencies noted by these inspections when requested by the University's Department of Environmental Health and Safety to do so. In work areas where a specific hazard is posed which includes but is not limited to lead paint and asbestos abatement projects, Contractors will be required to produce Lead Compliance Plans and Asbestos Project Designs which outline their method of work prior to the start of work. Each contractor shall designate a responsible member of the Contractor's organization to be at the site whose duty shall be the prevention of accidents. By submission of this bid, the vendor agrees to take all necessary steps to insure compliance with the requirements outlined above.

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONFERENCE – PRE-PERFORMANCE (JAN 2006): Unless waived by the Procurement Officer, a pre-performance conference between the contractor, state and Procurement Officer shall be held at a location selected by the state within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed at a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

CONTRACTOR'S LIABILITY INSURANCE (JAN 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

Insurance Requirements: The successful bidder must provide a copy of its liability insurance certificate within ten (10) days upon the posting of the intent to award statement or award statement and on each contract anniversary date thereafter attesting to such insurance coverage.

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT – SHORT FORM (JAN 2006): The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of tree pruning.

INDEMNIFICATION -- THIRD PARTY CLAIMS (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnities for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnity, and whether or not such claims are made by a third party or an Indemnity; however, if an Indemnities' negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnity shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination,

cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "indemnities" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

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. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be of the most suitable grade for the purpose intended.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

STORAGE OF MATERIALS: Absent approval of the using governmental unit, Contractor shall not store items on the premises of the using governmental unit prior to the time set for pruning trees.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

WARRANTY – ONE YEAR: Contractor warrants all service items acquired shall conform to all contractor's representations, the requirements of this contract, and all published documentation.

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

Item	Qty	Unit of Measure	Description	Unit Price
1	1	Job	Supply all materials, labor and equipment to perform all work as described in Section III of this solicitation.	\$

Resident Contractor Preference _____
 Resident Sub-Contractor Preference (2%) _____ Number of Sub-Contractors _____
 Resident Sub-Contractor Preference (4%) _____ Number of Sub-Contractors _____

NOTE: The service preferences do not apply to a bid for an item of work by the bidder if the annual price of the bidder’s work exceeds \$50,000 or the total potential price of the bidder’s work exceeds \$500,000. [11-35-1524(E)(3)]

Please refer to the preference clauses listed in the additional conditions of this solicitation to ensure that you qualify to select the above preferences. Bidder is to submit the following for preferences requested above:

- 1) Identify the subcontractor to perform the work:
- 2) Identify the work the subcontractor is to perform:
- 3) Bidder’s factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement.

IX. ATTACHMENTS TO SOLICITATION

1. **IMPORTANT TAX NOTICE – NONRESIDENTS**
2. **STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE, FORM I-312**
3. **OFEROR'S CHECKLIST**
4. **USC SUPPLEMENTAL GENERAL CONDITIONS FOR WORKING ON CAMPUS**
5. **CONTRACTOR VEHICLE REQUIREMENTS ON CAMPUS**
6. **URBAN FOREST MANAGEMENT REPORT**
7. **URBAN FOREST MANAGEMENT PLAN**

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.



STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
 REGISTRATION AFFIDAVIT
 INCOME TAX WITHHOLDING**

I-312
 (Rev. 5/7/04)
 3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. Hiring or Contracting with: _____
 Name: _____
 Address: _____
- Receiving Rentals or Royalties From: _____
 Name: _____
 Address: _____
- Beneficiary of Trusts and Estates: _____
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with

(check the appropriate box):

- The South Carolina Secretary of State or
- The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Seal)

 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)

 Date

If Corporate officer state title: _____

 (Name - Please Print)

Mail to: The company or individual you are contracting with.

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist 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 STATE'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. 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.

This checklist 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.

USC SUPPLEMENTAL GENERAL CONDITIONS FOR WORKING ON CAMPUS

1. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies and stairs. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the building to the work area. Providing safe, accessible, plywood pedestrian ways around construction may be required if a suitable alternative route is not available.
2. Fraternalization between Contractor's employees and USC students, faculty or staff is strictly prohibited - zero tolerance!
3. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contractor whose employees violate this requirement will be assessed a fine of up to \$500 per violation.
4. Contractor's employees must adhere to the University's policy of maintaining a drug-free and smoke-free/tobacco free workplace.
5. At the beginning of the project, the USC Project Manager will establish the Contractor's lay-down area. This area will also be used for the Contractors work vehicles. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site that are not regular or authorized parking lots. Personal vehicles must be parked in the perimeter parking lots. The lay down area will be clearly identified to the contractor by the PM, with a sketch or drawing provided to Parking. In turn, the contractor will mark off this area with a sign containing the project name, PM name, Contractor name and contact number, and end date. Where this area is subject to foot traffic, protective barriers will be provided as specified by the PM. The area will be maintained in a neat and orderly fashion.
6. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.
7. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.
8. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied at least one (1) times per week. Construction waste must not be placed in University dumpsters. The construction site must be thoroughly cleaned with all trash picked up and properly disposed of on a daily basis and the site must be left in a safe and sanitary condition each day. The University will inspect job sites regularly and will fine any contractor found to be in violation of this requirement an amount up to \$1,000.00 daily per violation.
9. Tree protection fencing is required to protect existing trees and other landscape features to be preserved within a construction area. The limits of this fence will be evaluated for each situation with the consultant, USC Arborist and USC Project Manager. The tree protection fence shall be 6' high chain link fence unless otherwise approved by USC Project Manager. No entry or materials storage will be allowed inside the tree protection zone. A 3" layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone if USC Arborist determines that construction may decrease amount of moisture needed to sustain health of tree(s).

10. Contractor shall water trees and other landscape material as directed by USC Arborist until site is returned to Owner.
11. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following measures shall be taken: For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over areas impacted. For single loads over 9,000 lbs., two layers of 3/4" plywood is required.
12. Any damage to existing landscaping (including lawn areas) will be remediated at Contractor's expense before final payment is made.

CONTRACTOR VEHICLE REQUIREMENTS ON CAMPUS

1. All motorized vehicles on the University campus are expected to travel and park on roadways and/or in parking stalls.
2. All motorized vehicle traffic on USC walkways must first be authorized by USC Grounds Department and USC Project Manager. Violators may be subject to fines and penalties.
3. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.
4. Contractors, vendors, and delivery personnel are required to obtain prior parking authorization before parking in a designated space. Violators may be subject to fines and/or penalties. See Item 10 below.
5. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held personally responsible for damages and restoration expense.
6. Vehicle drivers who park on landscape or drives must be able to produce written evidence of need or emergency requiring parking on same.
7. All vehicles parked on landscape, hardscape, or in the process of service delivery, must display adequate safety devices, i.e. flashing lights, cones, signage, etc.
8. All drivers of equipment and vehicles will be respectful of University landscape, equipment, structures, fixtures and signage.
9. All incidents of property damage will be reported to Parking Services or the Work Management Center.
10. Parking on campus is restricted to spaces designated by Parking Services at the beginning of the project. Once the project manager and contractor agree on how many spaces are needed, the project manager will obtain a placard for each vehicle. This placard must be hung from the mirror of the vehicle, otherwise a ticket will be issued and these tickets cannot be affixed@. Parking spaces are restricted to work vehicles only; no personal vehicles.

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7325 Tropical Way • Savannah, GA 31410 • ossabawconsulting@gmail.com • (912) 658 8833

Urban Forest Management Report

March 25, 2014

University of South Carolina Beaufort
Historic Campus
801 Carteret St.
Beaufort, SC 29902

Purpose:

This report will examine the current conditions of the existing trees on the University of South Carolina Beaufort, Historic Campus. This report will also give recommendations to improve the overall health, growth performance, and function of the urban forest.

General Information:

The Historic Campus is located in Beaufort County, South Carolina on US HWY 21 Business in Downtown Beaufort. The campus is located in an 8b zone according to the USDA Plant Hardiness Zone Map. Beaufort, South Carolina has an average rainfall of 49in (124.5cm) per year, an average high temperature of 75°F (24°C), and an average low temperature of 56°F (13°C). The campus is on the original site of Beaufort College.

Current Conditions:

The campus currently has a total of 101 trees on campus (Table 1), the trees range in diameter from 2in DBH (Diameter at Breast Height) to 49.5in DBH (Table 2). Diameter at Breast Height is the measure of the diameter of the tree 4.5ft (1.3m) above grade, on the up slope side of the tree. DBH does not correlate with the health or age of a tree; it is simply a measure of the tree's size. This measurement is an industry standard and can be used to monitor the growth of a tree or forest. The multi-stem crepe myrtles (*Lagerstroemia indica*) and palmettos (*Sabal palmetto*) were not counted in the average DBH and average DBH per tree. Most trees on campus fell within the 12in to 16in diameter DBH class. The average DBH for the Historic

Campus is 17.8in (Table 3). The palmettos and crepe myrtles were removed from the averages in order to better track the growth of the urban forest. Palmettos do not increase in diameter and growth improvements can be measured in the traditional method. In addition, the multi-stem crepe myrtles were not included because these stems will compete with each other for resources leading to a false indicator of health. There were a total of 18 palmettos and 2 multi-stem crepe myrtles on campus (Table 1).

The canopy of the campus is dominated by three species: live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*) and palmetto. These three species make up 63% of the total canopy coverage (Table 1). The remaining 13 species make up the remainder of the canopy, and each species ranges from 1% to 5% of the total canopy coverage (Table1).

Most of the trees on campus require some pruning to remove hazardous deadwood from the trees (Table 4). The most common problem outside of pruning was improper pruning cuts (Table 4). Some of those issues can be resolved with corrective pruning. Improper or poor pruning cuts prevent the tree from compartmentalizing or walling-off infection from a pruning wound. Improper pruning cuts can also accelerate decay in the branch and the main trunk, depending on the location of the wound. The issue that can cause the most long-term damage to the trees is mechanical damage either to the root plate or trunk (Table 4); proper mulching can help prevent further damage to the trees. The majority of trees on campus (69%) fell into the poor or fair category regarding health (Table 5); this is because most of the trees on campus are old and are slowly decaying or declining.

No significant pest or fungus infestations or nutrient deficiencies were noted in the trees on campus.

Immediate Actions*:

An arborist and the property manager should walk the campus to discuss which trees need to be removed. The arborist should use the following guidelines to determine if a tree should be removed: size of defect, part of tree, and potential target. It is recommended that all trees that are not a candidate for removal be pruned in accordance to the American National Standards Institute (ANSI) A300 standards for pruning. Trees should be "cleaned" and pruned for safety and clearance of 8ft, where applicable, in accordance with ANSI A300 Part 1 Section 5.6.1 and 5.6.3 standards and palmettos should also be pruned in accordance with ANSI A300 Part 1 Section 5.8 standards. Tree "cleaning" in this situation consist of remove any dead or decayed limbs that are 2in diameter or larger and the removal of any crossing or rubbing branches that will result in causing a hazard in the future. In addition to the pruning, all trees that are in the lawn area between the buildings and Carteret Street should be mulched. Mulch should not touch the trunk of the tree, should extend to the drip-line of the tree if possible, and be

2in to 4in thick. If mulching to the drip-line is unacceptable to the property owners, mulching should cover the exposed roots of the trees in order to avoid further damage.

The two sweet gums (*Liquidambar styraciflua*) along New St. should be de-mossed in order to curb complaints of moss from the adjacent property owner. In addition to the two sweet gums being de-mossed, the third sweet gum, closest to Washington St., should be considered for removal. The tree has a large cavity at the base and several larger cavities higher in the tree, which are visible from the ground. It is believed that this tree's trunk is more than 50% hollow. It is the opinion of the inspecting arborist that the moss attached to the sweet gums is not currently causing any harm to the trees.

Special attention should be paid to grove of pecans and laurel oaks along the Science Building and near the dumpster area. Most of the trees in this area are recommended for removal. It is important to remove the most hazardous trees first in the earliest time frame and remove other trees at a later date within the next one to three years. It is also recommended to replace those trees with an appropriate replacement to ensure species diversity. The work prescribed in "Immediate Action Recommendations" section must be conducted or overseen by an International Society of Arboriculture (ISA) Certified Arborist.

Year One (2013) Recommendations*:

If resources prevented any trees from being pruned during the Immediate Action, those remaining trees should be pruned in accordance to the ANSI A300 standards; this also includes the pruning of the palmettos. In addition, all trees should be re-mulched to 2in to 4in of mulch and the old mulch needs to be cleared from the soil. It is recommended that the trees be re-mulched every year and to the drip-line (if space allows) in order to provide added nutrients, improve soil structure, protect the tree from mechanical damage, and create a favorable environment for root growth. Any trees that are dead or in very poor health should be removed and an appropriate tree should be planted in its place; especially the laurel oaks and pecans near the Science Building and the dumpsters that should be removed. The trees should also be evaluated for any insect and nutrient issues. The trees on campus should be re-evaluated and the work described in the "Year One (2013) Recommendations" section should be conducted by an ISA Certified Arborist to determine the best course of action.

Year Three (2015) Recommendations*:

All trees and palmettos should be examined to determine if they require pruning or if they should be removed. All trees and palmettos that require pruning should be pruned in accordance with the ANSI A300 pruning standards. Any trees that are dead or in very poor health should be

removed and appropriate tree should be planted in its place. Any work described in the “Year Three (2015) Recommendations” section should be conducted or overseen by an ISA Certified Arborist.

Year Five (2017) Recommendations*:

All trees and palmettos should be examined to determine if they require pruning. All trees and palmettos that require pruning should be pruned in accordance to the ANSI A300 pruning standards. Any trees that are dead or in very poor health should be removed. Any work described in the “Year Five (2017) Recommendations” section should be conducted or overseen by an ISA Certified Arborist.

Year Seven (2019) Recommendations*:

It is recommended a new inventory be conducted and data from this inventory and the 2012 inventory be compared to monitor the urban forest’s progress. All trees and palmettos should be examined to determine if they require pruning. All trees and palmettos that require pruning should be pruned in accordance to the ANSI A300 pruning standards. Any work described in the “Year Seven (2019) Recommendations” section should be conducted or overseen by an ISA Certified Arborist.

Other Recommendations and Considerations*:

With limited available planted space, proper planning is necessary in order to increase the number of trees on campus and increase species diversification as older trees are removed for health reasons. It is recommended that species diversity in an urban forest take precedence. This is to avoid a catastrophic loss of canopy (Miller 1997 and Harris 2004). When replacing trees, special consideration should be given to increasing the tree species diversity. Site location must also be taken into consideration when replanting trees. Supervision by an ISA Certified Arborist will be the best resource to ensure species diversity and proper planting.

Annual mulching should be conducted in the early spring. Tree planting should only be done during the fall and winter, after leaves drop and before bud break. Bud break is the time of the year during the spring where dormant buds on the tree start to develop in leaves. Newly planted trees should be watered by an irrigation system; if one does not exist in the planting area, watering bags should be used and those bags need to be filled two to three times per week, depending on the amount of rainfall and the type of soil in which the trees are planted.

As the campus expands and development occurs it is recommend to have an ISA Certified Arborist work with the university's landscape architect help in the planning and development of green-spaces in order to maximize the potential of the urban forest.

Inspector's information:

Michael W. Pavlis, MS
ISA Certified Arborist, SO-5588A

Thank you for your consideration and business,

A handwritten signature in black ink, appearing to read "M. Pavlis", written in a cursive style.

Michael W. Pavlis
Ossabaw Consulting, LLC

*Trees are a living organism and are undergoing constant change. Recommendations are based on current conditions and conditions may change as time progresses. While we strive for complete diagnosis there some defects that are not visible and failure of in or of a tree may occur, unless otherwise stated Ossabaw Consulting, LLC.

Literature Cited:

Harris, Richard W., James R. Clark, Nelda P. Matheny. "Arboriculture: Integrated Management of Landscape Trees, Shrubs, and Vines". 4th edition, Prentice Hall, 578 pp. 2004.

Miller, Robert W., "Urban Forestry: Planning and Managing Urban Greenspaces". 2nd edition, Prentice Hall. 502pp. 1997.

Table 1: List of tree species and number of trees for each species.

Common Name	Latin Name	Number of trees	Percentage of Canopy
Pecan	<i>Carya illinoensis</i>	4	4%
Sugarberry	<i>Celtis laevigata</i>	3	3%
Camphor tree	<i>Cinnamomum camphora</i>	2	2%
Dogwood	<i>Cornus florida</i>	1	1%
Holly	<i>Ilex spp.</i>	3	3%
Eastern Red Cedar	<i>Juniperus virginiana</i>	3	3%
Crepe Myrtle	<i>Lagerstroemia indica</i>	2	2%
Sweet Gum	<i>Liquidambar styraciflua</i>	3	3%
Mulberry	<i>Morus rubra</i>	5	5%
Loblolly Pine	<i>Pins taeda</i>	4	4%
Cherry Laurel	<i>Prunus caroliniana</i>	4	4%
Callery Pear	<i>Pyrus calleryana</i>	3	3%
Southern Red Oak	<i>Quercus falcata</i>	1	1%
Laurel Oak	<i>Quercus laurifolia</i>	27	27%
Live Oak	<i>Quercus virginiana</i>	18	18%
Palmetto	<i>Sabal palmetto</i>	18	18%
	Total	101	100%

Table 2: Total number of trees per diameter class.

Total number trees* based on DBH (Diameter at Breast Height, 4.5ft above grade) Class

DBH Class	2in-6in	7in-11in	12in-16in	17in-21in	22in-26in	27in-31in	32in-36in	37in-42in	43in+	Total
No. of Trees	9	8	18	15	12	5	7	4	3	81

*Palmettos and multi-stem Crepe Myrtles not included

Table 3: Average DBH, in inches, per species.

Species	Avg. DBH (in)
Camphor	15.0
Eastern Red Cedar	15.0
Cherry Laurel	4.8
Callery pear	9.0
Dogwood	6.0
Holly	3.8
Laurel Oak	22.4
Live Oak	23.8
Loblolly Pine	17.0
Red Mulberry	16.7
Pecan	34.0
Southern Red Oak	33.0
Sugarberry	15.8
Sweet Gum	33.2
Avg. DBH (in) of All trees, less Palmettos and multi-stem Crepe Myrtles	17.8

Table 4: Percentage of common problems occurring in trees.

	Common problems occurring in trees				
	Mechanical Damage	Requires Pruning	Improper Cuts	Mulch Needed	Deadwood
Percentage with Palms	33%	67%	35%	28%	46%
Percentage without Palms	40%	82%	42%	34%	55%

Table 5: Health-rating based on tree characteristics and visible signs or symptoms.

	Health-rating			
	Excellent	Good	Fair	Poor
Percentage with Palms	12%	30%	23%	36%
Percentage without Palms	7%	24%	28%	41%

Literature Cited:

Harris, Richard W., James R. Clark, Nelda P. Matheny. "Arboriculture: Integrated Management of Landscape Trees, Shrubs, and Vines". 4th edition, Prentice Hall, 578 pp. 2004.

Miller, Robert W., "Urban Forestry: Planning and Managing Urban Greenspaces". 2nd edition, Prentice Hall. 502pp. 1997.

OSSABAW CONSULTING, LLC

7325 Tropical Way ▪ Savannah, GA 31410 ▪ ossabawconsulting@gmail.com ▪ (912) 658 8833

Urban Forest Management Plan

March 25, 2014

University of South Carolina Beaufort
Hilton Head Gateway Campus
1 University Blvd.
Bluffton, SC 29902

Purpose:

This report will examine the current conditions of the existing planted trees on the University of South Carolina Beaufort, Hilton Head Gateway Campus. This report will also give recommendations to improve the overall health, growth performance, and function of the urban forest. The report also contains estimated cost values to correct any issues that need to be addressed.

General Information:

The Hilton Head Gateway Campus is located in Beaufort County, South Carolina, off of SC HWY 278 approximately 6 miles east of Interstate 95. The campus is located in an 8b zone according to the USDA Plant Hardiness Zone Map. Bluffton, South Carolina has an average rainfall of 50.4in (1.3m) per year, an average high temperature of 89° F (32° C) and an average low temperature of 40° F (4° C). The campus was developed on land that was once managed as a pine forest. The data used to compile this report was collected between July 19, 2012 and July 22, 2012.

Current Conditions:

The campus currently has a total of 751 planted trees (Table 1), the trees range in diameter from 1in DBH (Diameter at Breast Height) to 12in DBH. Diameter at Breast Height is the measure of the diameter of the tree 4.5ft (1.3m) above grade, on the up slope side of the tree. DBH does not correlate with the health or age of a tree; it is simply a measure of the tree's size. This measurement is an industry standard and can be used to monitor the growth of a tree or forest. Most of the trees fell between the ranges of 1in DBH and 9.5 in DBH (Table 2); the only trees that averaged in the 12in DBH range were the palmettos (*Sabal palmetto*). The average DBH for the Hilton Head Gateway Campus is 5.1in (Table 3). The palmettos and the multi-stem

crepe myrtles (*Lagerstroemia indica*) were not counted in the average DBH and average DBH per tree. These trees were removed from the averages in order to better track the growth of the urban forest. There were a total of 185 palmettos and 186 multi-stem crepe myrtles (Table 1) removed from the average DBH measurements. Palmettos do not increase in diameter, therefore growth improvements cannot be measured in the traditional method. The multi-stem crepe myrtles were not included because the stems will compete with each other for resources leading to a false indicator of health.

Sixteen species of trees were identified on campus. One third of the trees on campus are live oak (*Quercus virginiana*). Palmettos and crepe myrtles were each approximately one quarter of the trees on campus (Table 1). About 83% of the trees on campus fall under three different species (palmetto, crepe myrtle, and live oak) and the remaining 17% are spread across the remaining 13 species (Table 1).

While inspecting the trees several common characteristics were noted across species, including the lack of a visible root flare, the need for some sort of pruning, and improper pruning cuts. A visible root flare or root collar is usually at or near the ground and can be identified by swelling of the tree trunk (Lilly 2001). A large percentage (66%) of the trees showed no visible root flare because of improper mulching and 38% of the trees required some form of pruning (Table 4). A visible root flare is vital to the establishment and long-term health of the tree. Most problems associated with mulching can be avoided with proper materials and proper applications (Harris et al. 2004). If a tree does not have a visible root flare, what is called "buried," the tree will be stunted and will not grow at an optimum rate. A "buried" tree can also have structural problems in the trunk, is susceptible to fungus growth, and has an increased chance of becoming infested. Improper or poor pruning cuts prevent the tree from compartmentalizing or walling-off infection from a pruning wound. Improper pruning cuts can also accelerate decay in the branch and the main trunk, depending on the location of the wound.

Other common characteristics found on the campus' trees are the presence of lichens, sucker growth, and die back. Lichens are a composite of fungus and algae, and they are found in severe cases on trees that are not in optimum health. A healthy tree can have lichens; however healthy trees have the ability to "shed" lichens off by having healthy phloem tissue. Sucker growth, or epicormic branching, is the growth of dormant buds on older tissue of a tree. They tend to arise when a tree is in a stressful environment. A stressful environment for a tree can be caused by many factors. Some factors include the tree being exposed to too much sun, severe pruning, die back, infestations, and nutrient deficiencies. Die back is the loss of leaves from the edges of branches and usually occurs in the top of the canopy. Die back is a sign that a tree is in decline and could accelerate the death of the tree.

Table 4 shows the percentage of trees that are showing signs of suckers (stress) and die back (decline); 7% and 8% respectively, with and without palmettos counted in the percentages. During the inventory most palmettos were in the good health-rating category; they were removed

from some percentages because the long-term environmental benefits of palmettos when compared to larger canopy trees are not as great. However palmettos do add aesthetic value to the property. A combined 80% of the planted trees fall under the fair or poor rating (Table 5). This correlates to the number of trees that have no visible root flare, require pruning, have lichens, and show signs of die back. If these negative conditions persist more trees will move from a rating of good or fair into a rating of poor or very poor; actions need to be taken in order to maintain and increase the overall health of the trees on this campus.

No significant pest or fungus infestations or nutrient deficiencies were noted in the trees on campus.

Immediate Action Recommendations*:

In order to improve growing conditions for the trees, it is recommend that all trees that have no visible root flare be excavated with an air-knife or air-spade. The excavation should expose the entire trunk to the root flare of the tree, and soil fragging or radial trenching within the drip-line of the tree should also be conducted. Native soil can be incorporated into the soil fragging and the tree should be mulched properly with shredded hardwood or aged pine bark. Mulch should not touch the trunk of the tree and should extend to the drip-line of the tree. The live oaks along West Campus Drive, University Boulevard, and East Campus Drive should be the first set of trees to have their root flares excavated. The remaining trees should be excavated as resources become available. This work should be conducted or overseen by an International Society of Arboriculture (ISA) Certified Arborist.

Proper pruning, as defined by the American National Standards Institute (ANSI) A300, should be conducted for all trees; this includes the pruning of the palmettos. Proper pruning can remove sucker growth and can help alleviate the problem of die back. Trees that may interfere with ground maintenance, i.e. lawn care, should be addressed first. Trees should be "cleaned" and pruned for clearance in accordance with ANSI A300 Part 1 Section 5.6.1 standards and palmettos should also be pruned in accordance with ANSI A300 Part 1 Section 5.8 standards. Tree "cleaning" in this situation consist of remove any dead or decayed limbs that are 2in diameter or larger, removal of any crossing or rubbing branches that will result in causing a hazard in the future and follow ANSI A300 Part 1 Section 5.7.1 by selectively removing health limbs to promote over tree health and structure. This work should also be conducted or overseen by an International Society of Arboriculture (ISA) Certified Arborist.

Lichens will fall naturally off of trees that are healthy. As conditions improve though excavations of root flares and proper pruning, the presence of lichens should decrease.

Year One (2013) Recommendations*:

Any remaining trees that have not had their root flare excavated should have this process completed during this year, in the same manner as in the Immediate Action Recommendations.

If resources prevented any trees or palmettos from being pruned during the Immediate Action, those remaining trees should be pruned in accordance to the ANSI A300 standards listed above. All trees should be re-mulched with 2in to 4in of mulch and the old mulch needs to be cleared from the soil. It is recommended that the trees be re-mulched every year to the drip-line (if space allows) in order to provide additional nutrients, improve soil structure, protect the tree from mechanical damage, and create a favorable environment for root growth. Any trees that are dead or in very poor health should be removed and an appropriate tree should be planted in its place. The trees should also be evaluated for any insect and nutrient issues. The trees on campus should be re-evaluated and the work described in the "Year One (2013) Recommendations" section should be conducted by an ISA Certified Arborist to determine the best course of action in addition to these recommendations.

Year Three (2015) Recommendations*:

All trees and palmettos should be examined to determine if they require pruning. All trees and palmettos that require pruning should be pruned in accordance to the ANSI A300 pruning standards. Any trees that are dead or in very poor health should be removed and an appropriate tree should be planted in its place. The trees should also be evaluated for any insect and nutrient issues. The trees on campus should be re-evaluated and work described in the "Year Three (2015) Recommendations" section should be conducted by an ISA Certified Arborist to determine the best course of action in addition to these recommendations.

Year Five (2017) Recommendations*:

All trees and palmettos should be examined to determine if they require pruning. All trees and palmettos that require pruning should be pruned in accordance to the ANSI A300 pruning standards. Any trees that are dead or in very poor health should be removed. Any work described in the "Year Five (2017) Recommendations" section should be conducted or overseen by an ISA Certified Arborist.

Year Seven (2019) Recommendations*:

It is recommend a new inventory be conducted and data from this inventory and the 2012 inventory be compared to monitor the urban forest's progress. All trees and palmettos should be examined to determine if they require pruning. All trees and palmettos that require pruning should be pruned in accordance to the ANSI A300 pruning standards. Any work described in the "Year Seven (2019) Recommendations" section should be conducted or overseen by an ISA Certified Arborist.

Inspector's information:

Michael W. Pavlis, MS
ISA Certified Arborist, SO-5588A

Thank you for your consideration and business,

A handwritten signature in black ink, appearing to read 'M. Pavlis', written in a cursive style.

Michael W. Pavlis
Ossabaw Consulting, LLC

*Trees are a living organism and are undergoing constant change. Recommendations are based on current conditions and conditions may change as time progresses. While we strive for complete diagnosis there some defects that are not visible and failure of the entire tree or part of the tree may occur, unless otherwise stated Ossabaw Consulting, LLC.

Literature Cited:

Harris, Richard W., James R. Clark, Nelda P. Matheny. "Arboriculture: Integrated Management of Landscape Trees, Shrubs, and Vines". 4th edition, Prentice Hall, 578 pp. 2004.

Lilly, Sharon J., "Arborist' Certification Study Guide". International Society of Arboriculture, 222pp. 2001.

Miller, Robert W., "Urban Forestry: Planning and Managing Urban Greenspaces". 2nd edition, Prentice Hall. 502pp. 1997.

Table 1: List of tree species and number of trees for each species.

Common Name	Latin Name	Number of trees	Percentage of Canopy
Red Maple	<i>Acer rubrum</i>	40	5.3%
Red Bud	<i>Cercis canadensis</i>	5	0.7%
Leyland Cypress	<i>xCupressocyparis leylandii</i>	11	1.5%
Loquat	<i>Eriobotrya japonica</i>	13	1.7%
Crepe Myrtle	<i>Lagerstroemia indica</i>	186	24.8%
Sweet Gum	<i>Liquidambar styraciflua</i>	5	0.7%
Southern Magnolia	<i>Magnolia graniflora</i>	33	4.4%
Bay Magnolia	<i>Magnolia virginiana</i>	3	0.4%
Saucer Magnolia	<i>Magnolia xsoulangiana</i>	6	0.8%
Black Gum	<i>Nyssa sylvatica</i>	2	0.3%
Laurel Oak	<i>Quercus laurifolia</i>	1	0.1%
Sand Post Oak	<i>Quercus margarettae</i>	2	0.3%
Live Oak	<i>Quercus virginiana</i>	248	33.0%
Palmetto	<i>Sabal palmetto</i>	185	24.6%
Lace Bark Elm	<i>Ulmus parvifolia</i>	2	0.3%
Elm spp.	<i>Ulmus spp.</i>	9	1.2%
Total number of trees		751	100%

Table 2: Total number of trees per diameter class.

Total number trees* based on DBH (Diameter at Breast Height, 4.5ft above grade)																			
Diameter Classes	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5	Multi-stem Crepe Myrtles
Total number of trees per class	8	14	18	11	21	21	34	15	37	32	62	34	34	15	12	4	2	2	191

*Palmettos were not included

Table 3: Average DBH, in inches, per species.

Tree Species	Avg. DBH (in.)
Bay Magnolia	2.0
Black Gum	2.0
Elm spp.	4.8
Laurel Oak	5.0
Lace Bark Elm	4.5
Leyland Cypress	1.6
Live Oak	5.9
Loquat	3.0
Sand Oak	5.0
Red Maple	4.0
Saucer Magnolia	2.4
Southern Magnolia	2.8
Sweet Gum	5.6
Avg. DBH (in.) of All trees, less Palmettos and multi-stem Crepe Myrtles	5.1

Table 4: Percentage of common problems occurring in trees.

	Common problems occurring in trees					
	No root flare visible	Need to be pruned	Improper Cuts	Lichens	Suckers	Die Back
Percentage with palmettos	50%	29%	17%	14%	5%	6%
Percentage without palmettos	66%	38%	22%	18%	7%	8%

Table 5: Health-rating based on tree characteristics and visible signs or symptoms.

	Health-rating				
	Excellent	Good	Fair	Poor	Very Poor or dead
Percentage with palmettos	2%	37%	33%	27%	1%
Percentage without palmettos	3%	16%	44%	36%	1%

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