

CHEROKEE COUNTY
110 RAILROAD AVE
GAFFNEY, SC 29340
abi.reid@cherokeecountysc.com

BID NOTICE #2022-10

Bids for the grinding of yard waste (limb and brush) at the Cherokee County Landfill located at 192 Lemuel's Rd and subject to the conditions on page 2 and all provisions, etc., set forth herein and attached, will be received at the Cherokee County Administration building until **12:00 PM on Monday, April 4th, 2022** and then publicly opened and read at the next Council meeting at **5pm on Monday, April 4th, 2022**. The bid price must include all taxes and other items broken down with a total cost for the job. The bid must be placed in a sealed envelope and marked on the outside "Sealed bid # 2022-10 for Grinding at the Cherokee County Landfill". Bids must be to the attention of Abi Reid, 110 Railroad Av., Gaffney, S.C., 29340.

Company Name: _____

Contact number: _____

Email: _____

TOTAL PRICE \$ _____

Exhibit A" attached hereto and made part hereof.

NOTICE TO BIDDERS: Bids must be submitted on this form. Bids made otherwise will be subject to rejection.

Exhibit A

The following is open for bid at Cherokee County Administration Building, 110 Railroad Ave., Gaffney, SC 29340.

1. The bidder must contact landfill Manager Mr. Jerry Wright for instructions. The phone number for the landfill is (864) 487-2537.
2. Bidder must be able to haul off ALL material.
3. Bidder must be in good financial stability.
4. Bidder **MUST** include with the bid, proof of liability insurance and workman's compensation insurance.
5. Bidder must submit a time schedule with the work to start in two (2) weeks and the job complete within one (1) month of start. The bid will be valid and cannot be modified after the bids are received by the County.

Term of Contract/Option to Renew: Cherokee County contracts on an annual basis only. The County, at its discretion, may extend the contract for three (3) additional periods of one (1) year each, at the time for renewal, provided both parties agree.

The contract shall be open from the time of the award, with the option to renew the contract for three (3) additional years. The County's right to terminate the contract during the contract period will be governed by Items below.

Termination: Subject to the Provisions below, the contract may be terminated for any reason by the County providing a thirty (30) day advance notice in writing is given to the contractor.

- (a) ***Termination for Cause:*** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. Any advance notice requirements are waived and the default provision in this bid shall apply.

The County may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

- (b) ***Termination for Non-appropriations:*** Should any contract formed hereunder be funded from County appropriations and, in the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a contract made pursuant to this solicitation, the County shall immediately notify proposer of such occurrence, but the County shall have no further obligation as to such current or succeeding fiscal year and the contract shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted.
- (c) ***Termination for Convenience:*** The County Administrator may terminate this contract in whole or in part, for the convenience of the County. The County Administrator shall give written notice of the termination to the contractor specifying the part of the contract terminated and when the termination becomes effective.