


COLLETON COUNTY, SOUTH CAROLINA , a body politic and corporate and a political subdivision of the State of SC	MAIL TO: Finance-Purchasing ATTN: Stacy Langdale, CPPB PO Box 157 Walterboro, SC 29488	
<p style="text-align: center;">SEALED BID</p>	HAND CARRY TO: Purchasing Office, Room 208A Harrelson Building, 31 Klein Street Walterboro, South Carolina 29488	
<p style="text-align: center;">Bids will be accepted until 2:00 PM, Wednesday, March 18, 2009</p> <p style="text-align: center;">Mandatory PRE-BID CONFERENCE will be at 1:00 PM, Tuesday, March 10, 2009</p>	TELEPHONE NO. (843) 549-5716	
Then Publicly Opened in Room 208	BID NUMBER: FM-23 Resurfacing of Tennis Courts	

VENDOR NAME: _____

VENDOR ADDRESS: _____

CITY-STATE-ZIP: _____

MAILING ADDRESS: _____

(If different from above) _____

TELEPHONE NO.(_____)_____ **FAX NO.**(_____)_____

FEDERAL ID NO._____ **E-MAIL**_____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and verify that I am authorized to sign this bid for the proposer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

SIGNATURE

PRINTED NAME

INSTRUCTIONS TO OFFERERS

1. **Submit one (1) clearly identified original and one (1) exact duplicate of the Bid, a completed W-9 form and a Certificate of Insurance for your agency in a sealed envelope with the bid number as well as the time and date for opening prominently marked on the outside.**
2. Bids must be submitted to or at the time, date and exact location specified to be considered. No late bids, telegraphic, telephonic, or electronic bids will be accepted.
3. All bids must be signed by an authorized officer or employee of the offerer.
4. All information requested of the offerer must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
5. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.
6. Corrections and/or modifications received after the closing time specified will not be accepted.
7. Time of delivery, defined as the number of calendar days between receipt of the order by the offerer and the receipt of goods or services by Colleton County, may be considered as one factor in determining the award.
8. Prices will be considered net if no discount is shown.
9. In order for a bid to be considered complete, vendors must be able to supply all items in the bid package. In addition, unit prices must be specified for all bid items and all requested information in the bid package must be completed and returned in its entirety to constitute a complete bid.

GENERAL CONDITIONS

1. Colleton County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities.
2. Unit prices will govern over extended prices.
3. In case of tie bids, price and quality being equal, preference will be given to Colleton County vendors. In every case, Colleton County reserves the right to make awards deemed to be in the best interest of the County.
4. The Evaluation of the bids and the determination as the equality of the product offered is the responsibility of Colleton County, and will be based on information furnished by the offerer in the bid.
5. Unless otherwise indicated in the bid notice, prices must be firm, and remain in effect for ninety (90) days. Ambiguous bids which are uncertain as to fees, delivery, or compliance with specifications may be rejected or disregarded.
6. Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference.

7. Equal items will be considered; equal items must state the brand name or quality; and Colleton County's determination of what constitutes equality will be final and conclusive.
8. When brand name, number, or level of quality is not stated by the offerer, it is understood that the offer is exactly as specified.
9. Sales, use, or excise taxes must not be included as any part of the bid price. These taxes, as well as any handling and shipping charges, **must be shown as separate items**. Shipping charges will be considered as a factor in determining awards.
10. Samples of any articles deemed necessary must be furnished free of any cost to Colleton County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the offerer at the offerer's expense upon request.
11. The successful offerer must indemnify and hold harmless Colleton County, its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark, or copyright.
12. In case of default by contractor, Colleton County reserves the right to purchase any or all items in default in open market, charging the contractor with any excess costs. Periods of performance may be extended if the facts as to the cause of delay are justified in the opinion of the proper Colleton County officials.

GENERAL PROVISIONS

1. **ORDER OF PRECEDENCE:** In the event of inconsistency between the provisions of this solicitation, the inconsistency must be resolved by giving precedence in the following order: (A) Colleton County Ordinance Number 2000-0-21 as amended, (B) The bidding schedule and instructions to offerers, (C) General conditions, (D) General provisions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Specifications.
2. **S.C. LAW CLAUSE:** Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offerer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the offerer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
3. **EXCUSABLE DELAY:** The contractor will not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
4. **AWARD CRITERIA:** Award will be made to the lowest responsible offerer who submits a responsive bid that Colleton County considers to be most advantageous to its own interests.
5. **SPECIFICATIONS:** Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful offerer will be held responsible therefore. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid must be new and suitable for storage or shipment, and that prices include standard commercial packaging.

6. **RESPONSIBILITY:** The offerer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the invitation to bid, but which is not specifically designated as an Colleton County responsibility, is a responsibility of the Contractor's operation, and the offerer must include these in the response to this invitation to bid accordingly.
7. **INSURANCE:** Upon award of the contract or Purchase Order under this bid the contractor must maintain, throughout the performance of its obligations a policy or policies of **Worker's Compensation** insurance with such limits as may be required by law. In the event that the contractor has fewer than 3 employees and is not required by law to have Worker's Compensation insurance, a "Statement of Independent Contractor" form must be completed prior to starting work. Contractor must also maintain a policy or polices of **general liability** insurance insuring against liability for injury to, and death of, persons, and damage to, and destruction of, property arising out of, or based upon, any act or omission of the contractor or any of its subcontractors of their respective officers, directors, employees or agents. Such general liability insurance must have limits sufficient to cover any loss or potential loss resulting from this contract. **A copy of the Certificate of Insurance should be included with the bid.** Prior to commencing work hereunder, Offeror, at his expense, shall furnish insurance certificate showing the certificate holder as Colleton County, PO Box 157, Walterboro, SC 29488, Attention: County Purchasing and with a special notation naming Colleton County as an additional insured on the liability coverage.
8. **AUDIT:** Contractor's records which pertain to this Contract must be open for inspection and/or audit by the County upon request for a period of five years after each contract year. For audit purposes, the County must verify that the material cost billed as a result of the contract are correct. Contractor must provide the County, upon its request, documentation of material purchase costs (e.g. copy of invoice from its supplier), and rental equipment is being invoiced properly.

BID PROCEDURES MUST COMPLY WITH THE PROVISIONS OF SC LAW AND REVISED PURCHASING ORDINANCE NUMBER 2000-0-21 AS AMENDED.

Specifications for Resurfacing of Tennis Courts
Oak Lawn Park and Forest Hills Park, Walterboro, SC

Intent:

It is the intent of Colleton County to resurface two tennis courts located at Oak Lawn Park, 280 Recreation Lane, Walterboro and six tennis courts located at Forest Hills Park, 790 Ireland Hills Drive, Walterboro.

General Terms:

Contractor agrees to furnish all labor, supervision, equipment, materials, tools, supplies, and transportation necessary for the proper execution and completion of resurfacing services, as specified, for the County. Materials and services provided by the Contractor must comply with all current Federal, State, local and municipal laws, ordinances and rules and regulations.

All parts furnished under this contract must be of new, unused condition. Accessories not specified or mentioned herein, but necessary to complete the project, must also be included. All projects must conform to all of the standard safety practices, quality of material and workmanship.

Guarantee:

The bidder must state their normal warranty.

A MANDATORY Pre-Bid Conference will be held on Tuesday, March 10, 2009 at 1:00pm. All interested parties must attend the conference which will include site visits. Conference to be held at the Recreation Complex located at 280 Recreation Lane, Walterboro, SC. The phone number is 843-538-3031.

The tennis courts at both locations will be repaired and resurfaced in accordance with the following specifications:

Crack Filling, Patching, and Color Surfacing

- Court surface will be cleaned, patched and crack filled and treated. Repaired areas will be blended into the existing surface so as to minimize reflection of the repair. Low areas holding water will be marked and patched. The surface will be allowed to drain for one (1) hour at 70 degrees. Following drying time, any area deeper than the thickness of a US Nickel will be patched. Areas heaved up by roots must be burned down.
- 80 mesh sand-filled, acrylic resurfacer will be applied in TWO layers over the entire area at an application rate of 0.07 to 0.10 gallons per square yard.
- 80 mesh sand-filled color coatings will be applied in two colors with TWO layers over the entire court at an application rate of 0.07 to 0.10 gallons per square yard.
- The courts will be lined off to USTA standards with undercoating to help prevent fuzzy lines and two white coats textured to match the new surface.
- Net posts will be sanded and painted.
- Fiberglass membrane shall be embedded into the resurfacer layers over the cracked portions of the court surface to help stop the reflection of the cracks through the new surface.
- Install a series of fabric layers over the structural cracks using ARMOR Crack Repair System www.armorcrackrepair.com or equivalent. Documentation supporting any other brand of crack repair system shall be included with bid submittal for verification of equivalency.

The Contractor must be responsible and use utmost care in the protection of County property and adjacent properties, buildings, etc.; including all screens, windows, walkways, shrubbery, parked vehicles, and any other property in the area, from damage. Any damage, including damage to finished surfaces, resulting from the performance of this contract must be repaired to the County's satisfaction at the Contractor's expense.

The Contractor will be entirely responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work site.

The work site may be occupied during the times work is performed. Contractor and Contractor's personnel must exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor will be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destruction or criminal activity.

All County and local codes, rules and regulations concerning safety will be adhered to by the contractor.

Contractor will be responsible for assuring the safety of his employees, County employees and the general public during performance of all services under this contract.

Contractor must assure that all crews are fully and properly equipped to perform services promptly and safely without delay.

Possession and consumption of drugs or alcoholic beverages is strictly prohibited at all times at the job site and on or around the County's property.

Work may be temporarily stopped by the Facilities Management Director or his designated representative due to severe weather, lack of material, safety violations, or other unforeseen circumstances.

All rubbish accumulated from a job must be removed from the County's premises by the Contractor at his expense. No trash or other debris is to be placed in County dumpsters or other trash facilities belonging to County.

Project will be supervised on a daily basis by the Facilities Management Director. Upon completion of a project, work performed by the Contractor is subject to the inspection and approval by the Facilities Management Director. Payment will not be made for any service until all requirements and acceptance of service as to contract compliance has been approved by the Facilities Management Director.

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BID BREAKDOWN SHEET

Wednesday, March 18, 2009 at 2:00pm

FM-23 Resurfacing of Tennis Courts

Walterboro, SC 29488

Please provide the following information:

Total Materials _____

Total Labor _____

Sales & Use Tax _____

TOTAL BID \$ _____

Resurfacing of Tennis Courts at **Oak Lawn Park**

Total Materials _____

Total Labor _____

Sales & Use Tax _____

TOTAL BID \$ _____

Resurfacing of Tennis Courts at **Forest Hills Park**

VENDOR NAME: _____

VENDOR SIGNATURE: _____



Colleton County Finance
ATTN: Stacy Langdale, Purchasing Manager
Klein St. Room 208
PO Box 157
Walterboro, SC 29488

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid, please return this form to the above address immediately or fax to 843-549-7215. It is not necessary to return any other portion of the bid document if you are NOT bidding.

We the undersigned, have declined to submit a bid on **BID NO. FM-23 RESURFACING OF TENNIS COURTS** for the following reason(s) listed below.

- Insufficient time to respond to the Bid.
- We do not offer this commodity/service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet bid specifications.
- Unable to bid competitively.
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: _____

Company name: _____

Printed Contact Name: _____

Authorized Signature: _____ Date: _____

Telephone: _____ E-Mail: _____

IF NOT SUBMITTING A RESPONSE, PLEASE RETURN ON OR BEFORE March 18th BY FAX TO (843) 549-7215.