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| <b>COLLETON COUNTY, SOUTH CAROLINA</b> , a body politic and corporate and a political subdivision of the State of SC | <b>MAIL TO:</b> Finance-Purchasing<br>ATTN: Stacy Langdale, CPPB<br>PO Box 157<br>Walterboro, SC 29488                           |  |
| <b>INVITATION TO BID</b>   | <b>HAND CARRY TO:</b><br>Purchasing Office, Room 208A<br>Harrelson Building, 31 Klein Street<br>Walterboro, South Carolina 29488 |   |
| <b>BIDS will be accepted until 2:00 PM, Tuesday, March 3, 2009</b>   | <b>TELEPHONE NO.</b> (843) 549-5716  |   |
| Then Publicly Opened in Room 208   | <b>BID NUMBER: FR-06 Landscape Maintenance at Colleton County Fire Stations</b>  |   |

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 including Worker's Compensation coverage 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.**

See insurance requirements under General Provisions.

2. Bids must be submitted to or at the time, date and exact location specified to be considered. No late bids, telegraphic, or telephonic bids (faxes) will be accepted.
3. All bids shall be signed by an authorized officer or employee of the offerer.
4. All information requested of the offerer shall be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
5. All information shall 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.

## 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. **The successful offerer will file taxes with the IRS under a Federal ID Number and will provide the County with IRS form W-9 to comply with IRS Regulations.**
3. Unit prices will govern over extended prices.
4. In case of tie bids, price and quality being equal, preference shall 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.
5. 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.
6. 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.
7. 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.

8. Samples of any articles deemed necessary shall 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.
9. The successful offerer shall 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.
10. 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 policies 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. **Contractor must provide a Certificate of Insurance prior to beginning work after a contract has been awarded.**

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.**

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**SPECIFICATION FOR LANDSCAPE MAINTENANCE  
At Colleton County Fire Rescue Stations**

Contractor agrees to furnish all labor, supervision, equipment, materials, tools, supplies, and transportation necessary for the proper execution and completion of maintenance services as specified, for the County. Services provided by the Contractor shall comply with all current Federal, State, local and municipal laws, ordinances and rules and regulations. All services shall meet these specifications.

**Written total cost of work for a one (1) year maintenance contract will be submitted to Colleton County. Both the Contractor and Colleton County reserve the right to extend the contract for up to a total of (2) years if both parties agree to such. This agreement can be terminated by either party with (30) thirty days written notice. The Contractor shall begin the services upon notification from Colleton County.**

**LAWN AND LANDSCAPE MAINTENANCE GUIDELINES FOR ONE (1) YEAR CONTRACT**

1. **MOWING:** Mow the lawn with use of sharp blade mowers designed for commercial use. Use small mowers for difficult or tight areas where commercial mowers cannot maneuver. Weed Eaters shall also be used as needed in order to maintain a neat and acceptable appearance. Make every effort to mow entire area during one mowing operation. Normally mowing should occur weekly from April through October and not less than once a month November through March. Heavy rains may require additional mowing.
2. **EDGING:** Neatly edge and trim around all plant beds, curbs, walks, streets and building areas. Maintain all shapes and configurations of plant ends as originally installed. Provide a clean trenched line between all grass and mulched areas. Use weed eater to clear and maintain ditches at the stations.
3. **PRUNNING:** Prune or thin shrubs a minimum of two times per year (once before spring and once during mid-summer), to adequately maintain an attractive shape and fullness with respect to the intended character of the planting. Overhanging trees shall also be trimmed as needed.
4. **WEED CONTROL:** Shrubbery is to be kept free of weeds and grasses at all times, using herbicides and manual labor.
5. **INSECT CONTROL:** Spray as needed to control insect and fungus on shrubbery and trees. **THIS SHALL INCLUDE "FIRE ANT" CONTROL.**

6. **POLICING:** Remove all debris such as paper, broken limbs, bottles, cans, etc. which are obvious while maintaining the site. Remove all grass clippings from sidewalks and drives. Rake as needed. Blow off driveways to maintain cleanliness of each site.

The following **buildings** are to be mowed **weekly** during the growing season:

| <b>BUILDINGS</b> | <b>ADDRESS</b>                       | <b>COMMENTS</b>                   |
|------------------|--------------------------------------|-----------------------------------|
| Station 2        | 150 Clinic Dr., Jacksonboro          |                                   |
| Station 4        | 2425 Azalea Patch Road, Ruffin       |                                   |
| Station 5        | 13871 August Hwy, Canadys            |                                   |
| Station 7        | 27250 Lowcountry Hwy, Smoaks         |                                   |
| Station 11       | 25061 Augusta Hwy, Maple Cane        |                                   |
| Station 12       | 83348 Charleston Hwy, Neyles         |                                   |
| Station 17       | 6800 Sunrise Road, Springtown        |                                   |
| Station 22       | 3547 Possum Corner Road, Ritter      |                                   |
| Station 24       | 111 Foxfield Road, East Walterboro   |                                   |
| Station 25       | 1448 White Hall Road, White Hall     |                                   |
| Station 28       | 9012 Bennetts Point Road, Green Pond |                                   |
| Station 29       | 8737 Cane Branch Road, South Sniders |                                   |
| Station 30       | 217 Crumley Road, Bonnie Dune        |                                   |
| Headquarters     | 113 Mable T. Willis Blvd, Walterboro | <b>TO BE MAINTAINED BI-WEEKLY</b> |

The Colleton County Fire Rescue Director will supervise the Stations landscape maintenance on a regular basis. Upon completion of a project, work performed by the Contractor is subject to the inspection and approval by the Colleton County Fire Rescue Director or his appointed designee. Payment will not be made for any service until all requirements and the Colleton County Fire Rescue Director has approved acceptance of service as to contract compliance.

**Submission of the bid is evidence the Contractor has familiarized himself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials and labor required.**

Contractor is responsible for notifying County personnel 24 hours before any work proceeds on County property.

The Contractor shall be responsible and use utmost care in the protection of the property; including all signage, shrubbery, parked vehicles, and any other property in the area, from flying debris and/or other damage.

Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the County.

While performing services for the County on this contract, Contractor shall protect County property and adjacent property, buildings, etc. Contractor shall be held responsible for any damages caused by Contractor's employees to County property or any adjacent property, buildings, etc.

Any damage, including damage to the irrigation system, resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense.

It shall be the responsibility of the Contractor to report to the Colleton County Fire Rescue Director or his designee any damage found prior to any work at job site.

The Contractor shall 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 shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall 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 shall be responsible for assuring the safety of his employees, County employees and the general public during performance of all services under this contract.

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

Good housekeeping is a must at all times and shall be maintained on a regular basis. Contractor shall pay and furnish for all means of removing all waste and trash from County facilities generated by any landscaping service work. County will not provide for portable restrooms when need arises.

The Contractor at his expense shall remove all rubbish accumulated from a job from the County's premises. No trash or other debris is to be placed in County dumpsters or other trash facilities belonging to County.

All clean-up requirements will be completed before payment is made for a job.

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.

The Colleton County Fire Rescue Director or his designated representative may temporarily stop work due to severe weather, lack of material, safety violations, or other unforeseen circumstances.

Contractor shall comply with manufacturer's recommendations as to environmental conditions under which fertilizers can be applied.

Contractors may be required to submit MSDS sheets upon request.

Contractor shall store, handle, and apply all materials according to Manufacturer's specifications, and in compliance with all applicable government regulations.

# **BID BREAK DOWN SHEET**

## **Landscape Maintenance at Colleton County Facilities**

Please provide the following information:

**BID TOTAL** for One (1) Year of Landscape Maintenance at each of the following locations:

| <b>BUILDINGS</b> | <b>ADDRESS</b>   | <b>BID TOTAL PER MONTH</b> | <b>YEARLY BID TOTALS-</b> |
|------------------|--|----------------------------|---------------------------|
| Station 2        | 150 Clinic Drive.  |                            |                           |
| Station 4        | 2425 Azalea Patch Road   |                            |                           |
| Station 5        | 13871 Augusta Hwy  |                            |                           |
| Station 7        | 27250 Lowcountry Hwy   |                            |                           |
| Station 11       | 25061 Augusta Hwy  |                            |                           |
| Station 12       | 83448 Charleston Hwy   |                            |                           |
| Station 17       | 6800 Sunrise Road  |                            |                           |
| Station 22       | 3547 Possum Corner Road  |                            |                           |
| Station 24       | 111 Foxfield Road  |                            |                           |
| Station 25       | 1448 White Hall Road   |                            |                           |
| Station 28       | 9012 Bennetts Point Road                                       |                            |                           |
| Station 29       | 8737 Cane Branch Road  |                            |                           |
| Station 30       | 217 Crumley Road   |                            |                           |
| Headquarters     | 113 Mable T. Willis Blvd,<br>**TO BE MAINTAINED<br>BI-WEEKLY** |                            |                           |

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. FR-06 LANDSCAPE MAINTENANCE AT COLLETON COUNTY FIRE STATIONS** 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 BY FAX TO (843) 549-7215.**