


Bid Submittal Form

<p>COLLETON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of SC</p>	<p>MAIL TO: Finance-Purchasing ATTN: Deron Smith PO Box 157 Walterboro, SC 29488</p>	
<p>REQUEST FOR PROPOSAL</p>	<p>HAND CARRY TO: Purchasing Office, Room 208A Harrelson Building, 31 Klein Street Walterboro, South Carolina 29488</p>	
<p>Bids will be accepted until 2:00 PM, Tuesday, May 18, 2010</p>	<p>TELEPHONE NO. (843) 549-5716</p>	
<p>Then Publicly Opened in Room 208</p>	<p>BID NUMBER: RC-11 Playground Equipment and Installation</p>	

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.

Proposer acknowledges receipt of the following addendum:

Number ____ Dated _____

Number ____ Dated _____

Number ____ Dated _____

Number ____ Dated _____

SIGNATURE

PRINTED NAME

INSTRUCTIONS TO OFFERERS

1. **Submit one (1) clearly identified original and three (3) exact duplicates of the Bid and a completed W-9 form in a sealed envelope with the bid number, agency name, 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. Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid.
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. Colleton County reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities.
10. 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.
11. **Prohibition of Gratuities:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.
12. **Addendum to Bid:** If it becomes necessary to revise any part of this invitation to bid, an addendum will be provided in writing to all vendors receiving this solicitation. All amendments issued by Colleton County must be acknowledged in writing by vendor. In addition, all addenda will be posted to the Colleton County website at www.colletoncounty.org under "Online Bids." It is the responsibility of the Vendor to check the website for addenda up to the time of the bid opening.

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.
21. Failure to Perform: If, during the term of this contract, the vendor should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to: 1) Obtain the goods or services from another vendor; and/or 2) Terminate the contract; and/or 3) Suspend the vendor from bidding for a period of up to 24 months. If the County exercises this right, the County shall not be responsible for any portions of this contract, nor shall the County be responsible for any pro-rata billings, partial work completed, parts ordered, supplies, or any other vendor related costs related to the cancellation of the contract.
23. Every effort has been made to insure that all information needed by the Vendor is included herein. If the Vendor finds it cannot complete a bid without additional information, it may submit written questions to Deron Smith, Finance Director at the addresses listed on the Bid Submittal Form or via e-mail at dsmith@colletoncounty.org or John Stieglitz, Director of Fleet Management at jstieglitz@colletoncounty.org. All questions and written replies will be distributed to all Vendors and will become a part of the solicitation. **Questions must be submitted in writing and received eight (5) days before the time of bid opening.**

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. **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.

PROJECT SPECIFICATIONS

**THE COLLETON COUNTY RECREATION DEPARTMENT
IS SEEKING BIDS FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT**

All equipment to be delivered, assembled, and installed onsite at the Colleton County Recreation Center according to the provided drawing.

Equipment needed is:

2-5 yr. play structure Use 3.5” steel post

5-12 yr. play structure Use 3.5” steel post

8’ Merry-go-round

Satellite Climber

Two Rock n’ rides

2-bay post swing

Engineered wood fiber safety surface material

Plastic borders

All site work needed for installation

Installation of equipment

Installation of wood or re-cycled plastic’s is NOT acceptable!

Warranty: 15 year warranty on all plastic components.

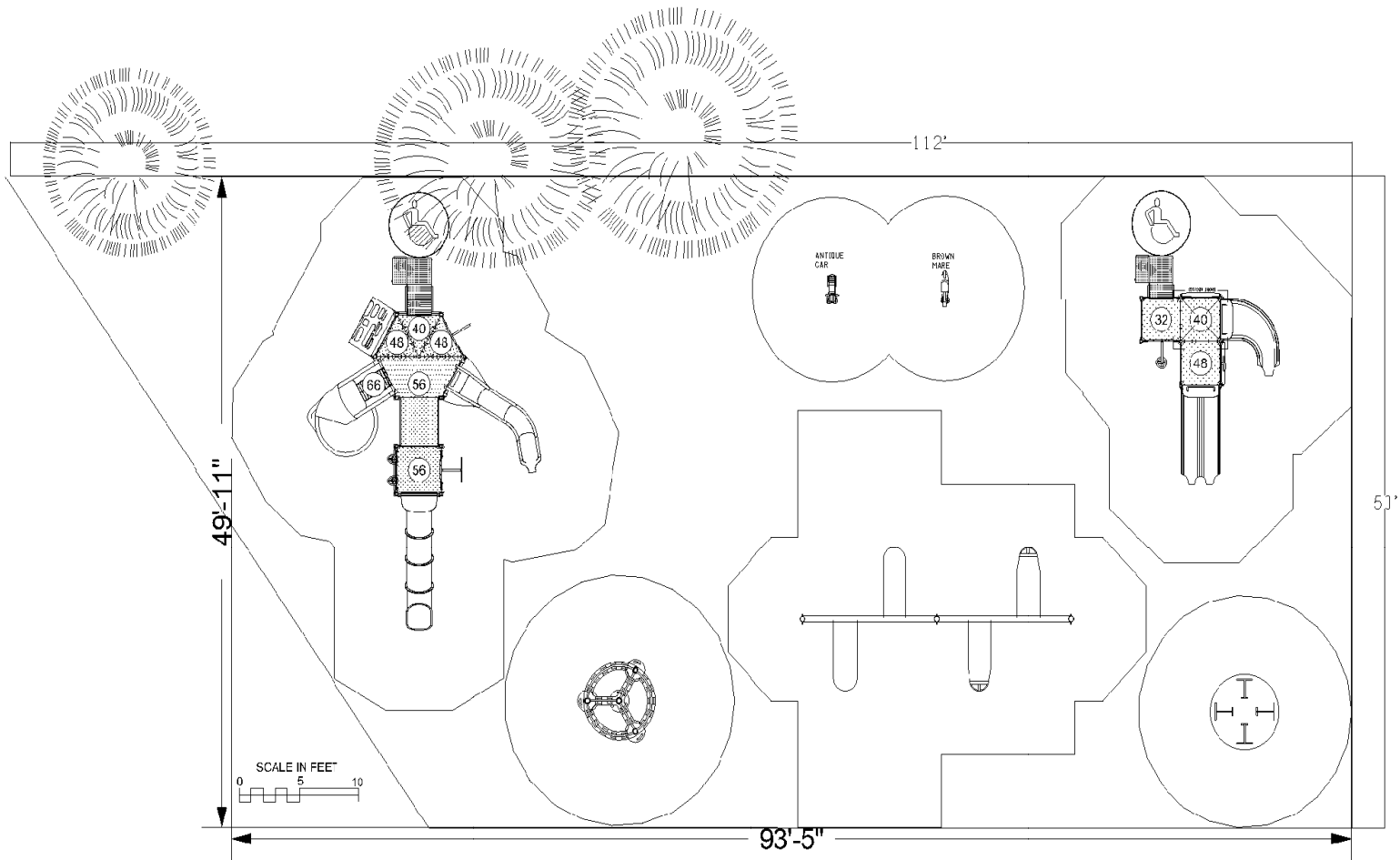
Successful bidder is required to obtain and pay for all necessary permits and obtain all necessary inspections.

Insurance requirements – Colleton will require the following remain in force at all times through the life of the contract:

- (1.) Professional Liability Insurance – Minimum \$2,000,000.00 Proof of in force insurance must be provided in the response to the RFP
- (2.) Other insurances:
 - (a.) Workers’ Compensation - \$100,000 – each accident
 - (b.) Statutory Coverage and Employer’s - \$100,000 each employee
 - (c.) Liability - \$500,000 – policy limit
- (3.) Comprehensive General Liability - \$1,000,000 – bodily injury each occurrence
 - \$1,000,000 – bodily injury aggregate
 - \$1,000,000 – property damage each occurrence
 - \$1,000,000 – property damage aggregate
- (4.) Products – Completed Operations - \$1,000,000 – aggregate
- (5.) Business Auto Liability – Same as Comprehensive General Liability
- (6.) Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an “additional insured” party. **The response to the RFP should include documentation that these insurances will be provided throughout the life of this contract.**

Sample Drawing and Layout for Playground



BID BREAKDOWN SHEET
RC-11
PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT

Please provide the following information:

Cost of Equipment _____

Cost of Installation _____

Sales & Use Tax _____

Additional Charges _____ Description _____

TOTAL BID \$ _____

The awarded bidder will be issued a purchase order for the equipment. After delivery acceptance of the equipment and the acceptable installation of the equipment subject to any necessary inspections, the vendor will be paid in the allotted time frame as stated on the purchase order (net30). No checks/payment will be made at the time of acceptance!

VENDOR NAME: _____

VENDOR SIGNATURE: _____

Date: _____