



Clarendon County Procurement

REQUEST FOR QUOTE

QUOTE SUBMITTAL FORM

Solicitation Number

**2024-Q002
PLAYGROUND EQUIPMENT
IMPROVEMENTS AT TAW CAW
CREEK PARK**

Buyer

Jeffrey Hyde, CPPB, NIGP-CPP
Procurement Director
project@clarendoncountygov.org

You must submit a signed copy of this form, Page I with your Offer. 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)
D Sole Proprietorship D Partnership
 Corporation ___ State of incorporation
D Government entity (federal, state, or local) D Other
D **DBE/MBE/WBE** D **SC RESIDENT VENDOR**
D **CERTIFICATE OF INSURANCE ENCLOSED**
D **GENERAL CONTRACTOR** _____

AUTHORIZED SIGNATURE:

(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

TITLE (Business title of person signing above)

TAXPAYER ID DUNS

PRINTED NAME (Printed name of person signing above)

DATE

ACKNOWLEDGEMENT OF ADDENDUMS
 ADDENDUM #1 ADDENDUM #2 ADDENDUM #3

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.

OFFEROR'S HOME OFFICE ADDRESS (Address for the offeror's principle place of business) STATE OF INCORPORATION

CITY

STATE

ZIP CODE

PHONE

FAX

E-MAIL

I hereby affirm that my QUOTE includes cost for permits, fees, personnel, supervision, labor, time, materials and equipment required to perform all work in accordance with all terms and conditions contained herein. My signature verifies that I am fully familiarized with the information contained within this entire solicitation. I certify that my offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting 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 solicitation and certify that I am authorized to sign. **By submission of a signed agreement, I certify, under penalties of perjury, that my firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.**

I hereby affirm that my BID includes cost for permits, fees, personnel, supervision, labor, time, materials and equipment required to perform all work in accordance with all terms and conditions contained herein. This solicitation, along with an assigned PO# will act as contract for this purchase. My signature indicates that I have the authority to enter into an agreement with Clarendon County and will be responsible for the fulfillment of this solicitation.

MANDATORY SITE VISIT MEETING IS SCHEDULED FOR 9:00AM – FRIDAY, AUGUST 30, 2024

DEADLINE FOR QUESTIONS (in writing): 4:00 P.M., Tuesday, September 03, 2024.

DEADLINE TO SUBMIT OFFER: Must be received NLT 4:00pm EST, Friday September 06, 2024.

SUBMIT SEALED QUOTES TO: **Jeffrey A Hyde - Procurement Director**
3 South Church Street
Manning, SC 29102

LABOR AND MATERIALS FOR PLAYGROUND IMPROVEMENTS AT TAW CAW CREEK PARK

LUMP SUM QUOTE \$ _____

ACCEPTED BY: _____ PO# _____ DATE _____
JEFFREY HYDE, CPPB, NIGP-CPP
PROCUREMENT DIRECTOR

SECTION 1: GENERAL INFORMATION:

The intent of this **REQUEST FOR QUOTE** is to seek qualified contractor(s) to perform **PLAYGROUND IMPROVEMENTS AT TAW CAW CREEK PARK.**

OWNER'S RIGHTS: No offer will be considered from any business owing taxes to Clarendon County. Clarendon County is an equal opportunity employer. Clarendon County reserves the right to accept or reject any, all or any part of responses received as a result of this request, to make multiple awards, to negotiate the option to add or delete requirements for the project, waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether proposals meet all requirements. All offers submitted shall become the property of Clarendon County. Clarendon County requires that all work be performed in compliance with all local, state and federal laws, rules, and regulations.

SECTION II: TERMS AND CONDITIONS:

COMPETITION: This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Director in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

DEFAULT: In case of default by the contractor, the County reserves the right to purchase any or all items in) subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.

DISPUTES: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a nonjury hearing in the Circuit Court within the Third Judicial Circuit of Clarendon County, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Clarendon County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

ETHICS ACT: By submitting an Offer, You are certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee- Section 8-13-790, (b) Recovery of kickbacks- Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential information - Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids - Section 8-13-1150.

INDEMNIFICATION: Any term or condition is void to the extent it requires the County to indemnify anyone.

NON-APPROPRIATIONS: Any contract entered into by Clarendon County or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

CERTIFICATE OF INSURANCE REQUIREMENTS: CONTRACTOR must provide a 'Certificate of Insurance' Clarendon County requires that any contractor coming onsite to Clarendon County properties shall provide proof of Workers' Compensation Insurance with such limits as may be required by law, and policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract 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 or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law 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 or their respective officers, directors, employees or agents while operating their vehicle(s) on Clarendon County property.

PAYMENT TERMS: Payment will be made within thirty (30) days of acceptance of the completed service.

PROTESTS: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Director within (5) calendar days of the date of issuance of applicable solicitation document. 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 Procurement Director within the time provided.

WAIVER: The County 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.

WORKING HOURS: All contractor(s) activity associated with this contract shall be performed during visible daylight hours only. Clarendon County requires that all work be performed in compliance with all local, state and federal mandates, including, but not limited to: SC Department of Health and Environmental Control, US Environmental Protection Agency and their delegated counterparts.

SECTION III: SCOPE OF WORK:

LABOR AND MATERIALS FOR PLAYGROUND IMPROVEMENTS AT TAW CAW CREEK PARK

- 1.) Remove and replace portion of the playground structure that is damaged.
- 2.) Install similar equipment that will match the remaining structures.
- 3.) Remove and replace the swing set structure

SEE THE ATTACHED IMAGES OF EXISTING EQUIPMENT – 5 PAGES.

Bidders are required to make an on-site visit to ensure for accurate pricing.

Date: FRIDAY, AUGUST 30, 2024, at 9:00am

Site Location – 7212 Wash Davis Road - Summerton, SC 29148

Contact Mr. Paul McCulloch at 803-473-354

NOTE: This project is being funded through P.A.R.D (Parks and Recreation Development Fund).