Clarendon County
Procurement Services
3 South Church Street
Manning, South Carolina 29102

SALE OF PROPERTY : 2024-017

SALE OF MISC TANKS (VARIOUS SIZES) IN MANNING, SC 29102

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CLARENDON COUNTY SALE OF PROPERTY

SOP: 2024 -017 SALE OF TANK UNITS LOCATED IN MANNING, SC 29102

The County is selling various sized tanks located in the Maning area of Clarendon County.

- Four (4) each - Tanks 3'x 6'-------350 gallons – Galvanized
- One (1) each - Tank 4'x 15'------1,500 gallons – Steel
- Two (2) each - Tanks 6'x 24'----- 5,000 gallons – Steel
- One (1) each - Tank 8'x 26'------10,000 gallons - Steel

OWNER'S RIGHTS: No offer will be considered from any person or 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 offers meet all requirements. All offers submitted shall become the property of Clarendon County. This requirement does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of offers or to procure/contract for goods or services.

SOP PACKAGE & INSTRUCTIONS: Are available from jhyde@clarendoncountygov.org

**********SIGNIFICANT DATES**********

DEADLINE FOR QUESTIONS (in writing): **4:00 P.M., Friday April 4th, 2025**

DEADLINE TO SUBMIT OFFER: **Must be received NLT Thursday April 10th, 2025, at 4:00pm EST**

SUBMIT TO: **Jeffrey A Hyde**
Clarendon County Procurement Director
3 South Church Street
Manning, SC 29102
jhyde@clarendoncountygov.org

	Clarendon County Procurement INVITATION TO BID BID SUBMITTAL FORM	Solicitation Number & Project Name:	**2024-017** **SALE OF MISCELLANEOUS METAL TANKS**

DESCRIPTION: 2024 -017 SALE OF MISC TANKS (VARIOUS SIZES) IN MANNING, SC 29102

********SIGNIFICANT DATES**********

SUBMIT OFFER: NO LATER THAN **4:00 P.M., Thursday April 10th, 2025**

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS: *The Term "Offer" Means Your "Bid" or "Proposal".*

MAILING ADDRESS & PHYSICAL LOCATION:

CLARENDON COUNTY PROCUREMENT DEPARTMENT
3 SOUTH CHURCH STREET (Clarendon County Voter Registrations and Election Bldg)
MANNING, SC 29102

You must submit a signed copy of this form with Your Proposal. My signature indicates my agreement to be bound to the terms and conditions contained herein.

NAME OF OFFEROR (Full legal name of business submitting the offer)	**OFFEROR'S TYPE OF ENTITY:** (Check one) □ Sole Proprietorship □ Partnership□ Corporation __ State of Incorporation □ Government entity (federal, state, or local) □ Other □ CERTIFICATE OF INSURANCE ENCLOSED □ DBE/MBE □ SC RESIDENT VENDOR □ SC CONTRACTOR
AUTHORIZED SIGNATURE (My signature indicates that I am authorized to submit a binding offer to enter contract on behalf of Offeror named above)	**TAXPAYER** ID _____ DUNS _____ GC LICENSE# _____
TITLE (Business title of person signing above)	**ACKNOWLEDGEMENT OF ADDENDUMS:** **ADDENDUM #1**___ **ADDENDUM** #2___ **ADDENDUM** #3___
PRINTED NAME (Printed name of person signing above) / DATE	

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 ADDRESS	CITY/STATE	ZIP CODE

PHONE	FAX	E-MAIL

I hereby certify that my below price includes cost for permits, fees, personnel, labor, materials and equipment required to:
REMOVE (DEFINED QUANTITY – TBD) OF TANK(S) FROM A SITE LOCATED IN MANNING, SC 29102.
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 proposal. My signature verifies that I am fully familiarized with the information contained within this entire solicitation and applicable amendments, submits the attached offer and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. 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 terms and conditions of this proposal 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.*

ACCEPTED BY: _____ **PO#** _____ _____
Jeffrey A. Hyde, CPPB, NIGP-CPP DATE
PROCUREMENT DIRECTOR, CLARENDON COUNTY

Please address all questions in writing to jhyde@clarendoncountygov.org

Clarendon County Sale of Miscellaneous Tanks

Note: Tanks may be sold individually or as a lot

Tank sizes and gallons are approximate

1. Four (4) each - Tanks 3’x 6’-------350 gallons – Galvanized
2. One (1) each Tank 4’x 15’------1,500 gallons – Steel
3. Two (2) each Tanks 6’x 24’----- 5,000 gallons – Steel
4. One (1) each Tank 8’x 26’------10,000 gallons - Steel

SECTION I: GENERAL INFORMATION

The intent of this PROPOSAL is to receive pricing from qualified respondents for various water tanks that the County has further use for.

The tanks are to be sold "as is" from their current location. No County resources will be available to relocate or move these tanks. It is the responsibility of the buyer to remove these tanks within ten (10) calendar days after the payment process has been completed.

This document will serve as the contract, by signing page 3 of this document, offeror's signature verifies familiarity with information contained within this entire proposal and applicable amendments, and verifies to the County, offeror to be true and correct. Offeror certifies that 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. Offeror agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign. Offeror affirms that ***By submission of a signed agreement, he/she certifies, under penalties of perjury, that said firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.***

BONDS REQUIREMENTS: No bid bond is due with your bid submission.
Payment and Performance Bonds – are not required at this time.

A Certificate of Insurance: required to be provided prior to the Notice to Proceed being issued by the Procurement Office.

PAYMENT TERMS & INVOICING:
Payments to the County shall be by certified check, company check or cash.

TAXES - ALL APPLICABLE TAXES WILL BE ADDED YOUR LUMP-SUM PRICING.
Clarendon County pays SC Sales Taxes in the amount of 8%.
Example: you bid $1,000.00 on a tank – you will need to pay $1,080.00

OWNER'S RIGHTS: Proposals shall convey <u>all</u> of the information requested in order to be considered responsive Clarendon County reserves the right to accept or reject any, all, or any part of offers received as a result of this request, to negotiate with all qualified Offerors, or to cancel in part in its entirety this solicitation if it is in the best interest of the County to do so. Clarendon County and Clarendon County alone will be the judge as to whether that variance is significant enough to consider the submittal non-responsive and therefore not considered for award. Unless stated otherwise herein, the County reserves the right to make award(s) to multiple parties, if it is in the best interest of the County.

PROHIBITION OF GRATUITIES Section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgement as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgement shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220". Gratuities in any form are strictly prohibited.

SECTION II: GENERAL TERMS AND CONDITIONS

ADDENDUMS: All Addendums to and interpretations of this solicitation shall be in writing from the Procurement Director, Clarendon County. Any errors or omissions requiring correction shall brought to the Procurement Director's attention immediately. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing.

CERTIFICATE OF INSURANCE: Successful offeror(s) shall name the County as additional insured on the contractor's insurance policies. Contractor will be required to provide a **'Certificate' of Insurance** for any CONTRACTOR visiting on-site in Clarendon County and those that are so located, and those that provide on-site equipment maintenance, evaluation, or other services for the protection of Clarendon County, contractor shall maintain throughout the performance of its obligations under this Agreement a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or 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.

COMPETITION: This solicitation is intended to promote competition. If the 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 offeror to notify the Procurement Director in writing. The solicitation may or may not be changed but a review of such notification will be made prior to award.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed in writing to the Clarendon County Procurement Director, 3 South Church Street, Manning, SC 29102.

CORRECTION OF ERRORS ON RESPONSE FORM(S): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for reviewing.

DEFAULT: In case of default by the contractor, Clarendon County reserves the right to purchase any or all services in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible proposal submitter/bidder until the assessed charge has been satisfied. ***Compliance with Laws.*** Contractor agrees to comply with any applicable federal, state and local laws and regulations. ***Termination--Breach.*** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor.

Termination--Notice. Clarendon County may terminate this contract at any time upon written notice to Contractor.

Warranty and Responsibilities. Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be ***force majeure,*** and shall be a breach of this contract.

DISPUTES: The basic and governing language of any contract resulting from this solicitation shall be comprised of this solicitation, including any attachments and/or addendums. The laws of South Carolina shall govern any agreement arising as a result of this solicitation and 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.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.S(a), and 60-741.S(a), which are hereby incorporated by reference.

ETHICS ACT: By submitting an Offer, you 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.

FALSE CLAIMS: According to the S.C. Code of Laws§ 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

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

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The County of Clarendon requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and Environment". Any contractor doing business with the County will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200. By submission of this proposal, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PROTEST PROCEDURE: Any prospective Offeror or contractor, who is aggrieved in connection with the solicitation shall protest in writing to the Procurement Director within ten (10) calendar days of the date of the notification of intent to award or statement of award is published. A protest shall be in writing and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

PUBLICITY: Contractor shall not publish any comments or quotes by Clarendon County employees or include the County in either news releases or a published list of customers, without the prior written approval of the Procurement Director

REJECTION/CANCELLATION: Clarendon reserves the right to accept or reject any, all or any part of the statements received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the County to do so. Clarendon County will be sole judge as to whether statements submitted meet all requirements contained in this solicitation. Clarendon County will not be responsible for any cost incurred in the preparation of qualification statements. All statements shall become the property of Clarendon County upon submission.

RESTORATION OF PROPERTIES: The Contractor shall be responsible for assuring that all necessary precautions are taken for the protection of the public and all workers. All work shall be done in a safe manner and comply with all governing regulations concerning safety. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Clarendon County property shall fully conform to all local, state, and Federal safety regulations, including OSHA.

WORKING HOURS: Successful proposer(s) activity associated with this project shall be performed during normal business hours, 8:30- 5:00, Mon-Fri. However, Clarendon County may approve extended work hours if it is deemed necessary for the timely completion of work. Proposer shall be held responsible for any and all accidents caused by negligence from their sources. The County does not accept responsibility for losses of material or equipment regardless of the County's facilities or grounds.

The County assumes no responsibility for oral instructions or suggestions. Any changes found necessary by the County, or the Contractor not covered in this proposal under the scope shall be jointly agreed upon by the Contractor and the County. A written agreement confirming the sale will be issued by the Procurement Director, before any of the work can proceed.

WORKING HOURS: Successful contractor(s) activity associated with this contract shall be performed during normal business hours, 8:30- 5:00, Mon-Fri. However, Clarendon County, may approve extended work hours if it is deemed necessary for the timely completion of work for this contract. If storage is needed, the Contractor shall obtain the permission from Clarendon County regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule and in a manner satisfactory to the material manufacturer(s). Contractor shall be held responsible for any and all accidents caused by negligence from this source. The County does not accept responsibility for losses of material or equipment regardless of approval to store in any of the County's facilities or grounds.

The County assumes no responsibility for oral instructions or suggestions. Any changes found necessary by the County or the Contractor not covered in this solicitation under the scope of work, specification shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor for consideration. A written Change Order or Amendment to the Purchase Order will be issued by Procurement Director, before the work can proceed. All official correspondence in regard to the specifications should be directed in writing to Clarendon County Procurement (via e-mail) to jhyde@clarendoncountygov.org.

SOP # 2024 -017 : Water Tanks

PROPOSAL RESPONSE SHEET

	DESCRIPTION	UNIT	QUANTITY	INDIVIDUAL PRICE	TOTAL PRICE
1	3’ x 6’ tanks – galvanized estimated size: 350 gallons, 4 each available	Each			
2	4’ x 15’ tank – steel material estimated size: 1,500 gallons, 1 each available	Each			
3	6’ x 24’ tanks – steel material estimated size: 5,000 gallons, 2 each available	Each			
4	8’ x 26’ tanks – steel material estimated size: 10,000 gallons, 1 each available	Each			
TOTAL AMOUNT OFFERED $_____					

NAME: _____

PHYSICAL ADDRESS:_____

EMAIL:_____

TELEPHONE:_____

DATE:_____