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Request for Quotes
No. 2021-34

Paint existing plant equipment and piping on the Return Activated Sludge (RAS) #3, RAS #4, and Tertiary Filters for Lower Dorchester County Wastewater Treatment Plant

PROJECT OVERVIEW (See Scope of Work for details)

SOLICITATION NUMBER: RFQ No. 2021-34

DESCRIPTION OF SUPPLIES: Paint existing plant equipment and piping on the Return Activated Sludge (RAS) #3, RAS #4, and Tertiary Filters for Lower Dorchester County Wastewater Treatment Plant

Pre-Bid Meeting: Monday, October 26, 2020 @ 10:00AM East.

DEADLINE FOR QUOTE SUBMISSION: Wednesday, November 4, 2020 @ 4:00PM East.

QUOTES SHOULD BE EMAILED TO:

Tim Walling
twalling@dorchestercountysc.gov

OR SUBMITTED ONLINE THROUGH ELECTRONIC SOLICITATION AT

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=e18973c1-4a13-4b63-a74f-feebc670c0>

SPECIFICATIONS

Scope of Work

The Lower Dorchester County Wastewater Treatment Plant has a requirement for a contractor to clean and paint existing plant equipment and piping. All equipment and piping to be cleaned and painted are Return Activated Sludge (RAS) # 3, RAS# 4, & Tertiary Filters. These three areas shall be quoted together as one price. A fourth location, Reclaimed Water System, will be quoted separately.

There is a mandatory Pre-Bid meeting scheduled for Monday, October 26, 2020 at 10:00 am Eastern Time. Contractors not attending will not be given another opportunity to view the requirement. The location for this meeting is Dorchester County's Lower Wastewater Treatment Plant, 2900 Landing Parkway North Charleston, SC 29420.

The Contractor is to clean and prepare all exposed piping and equipment located at the above listed locations. The Contractor is required to coordinate with plant staff to isolate applicable equipment and/or systems prior to the preparation of surfaces to be cleaned and painted.

The Contractor must perform all work during the work hours of 7:00 a.m. – 3:00 p.m. Eastern Time Monday through Friday.

The Contractor must possess a valid Dorchester County business license.

1. General

1.1 The Contractor shall provide all labor, material, and equipment and perform all operations necessary for all painting work specified including the painting of pumping units, piping, valves, pressure tanks and miscellaneous metal.

1.2 Prior to beginning any work, the Contractor shall furnish Dorchester County a list of all painting materials to be used. The list shall include the manufacturer's name, designation, description, color charts and related data.

2. Materials

2.1 The Contractor shall deliver all painting materials to the work site in original containers with seals and labels intact. Paint material containers not displaying manufacturer's product identification will not be acceptable. Containers shall not be opened until after they have been inspected by Dorchester County.

2.2 Painting materials for prime and finish coats shall be a Tnemec or Sherwin Williams brand epoxy paint or an approved equal. Any substitute must be approved by Dorchester County prior to the commencement of any work.

2.3 Prepared material shall be used without thinning/cutting or diluting except as specified herein or as directed by the manufacturer and approved by Dorchester County.

3. Workmanship

3.1 All work shall be done by thoroughly qualified painters in a neat and workmanlike manner. Any work which indicates carelessness, lack of skill in execution or is defective due to any other cause will be rejected. Any work that is not acceptable and rejected by Dorchester County must be corrected by the contractor at their expense.

4. Application

4.1 Unless specified otherwise, paint shall be applied by brush or Roller. Clean and prepare surfaces to be painted following manufacturer's instructions before applying paint. Remove oil, dust, dirt, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. Brush out and work brush/roller coats into surfaces in an even film. Eliminate cloudiness, spotting, laps, brush marks, runs, sags, or other surface imperfections. Paint system shall have a dry film thickness of five (5) mils minimum, unless specified otherwise. The Contractor shall be responsible for verifying and providing proof the paint thickness meets the 5 mil minimum.

4.2 Paint shall be applied only on thoroughly clean and dry surfaces, unless specified otherwise. Paint shall not be applied in extreme heat, cold, damp or humid weather, or in dust- or smoke-laden air.

4.3 Paint materials shall be kept sealed or covered when not in use. Oily rags or waste shall be kept in covered containers and disposed of at frequent intervals. Worksite shall be kept clean and orderly during the performance of the contract. At a minimum, the contractor will clean up prior to leaving for the day.

4.4 If brushes are used, they shall have sufficient body and length of bristle to spread paint in a uniform coat. Paint shall be evenly spread and thoroughly brushed out and no residual brush marks shall remain. On surfaces which are inaccessible for brushing, paint shall be applied by sheepskin daubers, or other means as approved by Dorchester County.

5. Paint surfaces

5.1 Previously Painted Steel Surfaces

5.1.1 Surfaces shall be cleaned with commercial cleaner and dried thoroughly.

5.1.2 Prior to any work, the Contractor shall test the existing paint for compatibility with the proposed paint system. If the existing paint begins to lift or wrinkle during the testing, the

proposed paint manufacturer shall be consulted before performing any work. If the existing paint has not begun to lift or wrinkle, the proposed paint system shall be applied as specified herein.

5.2. Previously Epoxied Steel Surfaces

5.2.1 Minimum drying time between each coat shall be 24 hours. Do not apply succeeding coats until previous coat has cured.

5.2.2 All epoxied steel surfaces shall be cleaned and prepped in accordance with selected paint manufacturer's recommendations.

6. Protection

6.1 Contractor shall protect freshly painted or epoxied surfaces from accumulation of dust, dirt, water, or other foreign materials, whatever the cause or source. Any damaged surfaces shall be wiped clean, sanded, or stripped to a clean, dry condition and recoated to satisfaction of Dorchester County.

6.2 Contractor shall protect all parts of the work site during his operation. Tarps and cloths shall be placed where required to protect floors and equipment from spatter and droppings. Electric switch plates, lighting fixtures, nameplates, hardware, glass, vehicles, and all other items not to be painted or epoxied shall be removed, covered, or otherwise protected during coating operations.

6.3 Contractor shall clean or otherwise restore any surfaces which are painted or epoxied as a result of Contractor's failure to provide proper protection and said restoration shall be performed to the satisfaction of Dorchester County.

REQUEST FOR QUOTES (RFQ) GENERAL TERMS AND CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF QUOTES

- A. This solicitation is being issued in accordance with the Dorchester County Procurement Policies. All proposers, and all associated sub-consultants as deemed necessary, shall be able to be properly licensed to conduct its business in Dorchester County, with all licenses, permits, and certificates as required by all local, State of South Carolina, and Federal agencies.
- B. Quotes may be electronically submitted via the Vendor Registry website; however, Dorchester County is not responsible if submissions are not received due to website errors.
- C. **Quotes submitted after the due date and time are considered "Late Quotes." and will not be opened or considered.**
- D. Quotes may be withdrawn by written request received from the Contractor prior to the time set for opening of quotes, but not thereafter.

- E. Dorchester County reserves the right to make any changes to this RFQ, or to reject any and all quotes, or parts of any and all quotes or to accept any quote or portion thereof deemed to be in the best interest of the County, or postpone or cancel, at any time, this RFQ, or to re-solicit this RFQ, or to waive any irregularities in this RFQ or in the quotes received as a result to this RFQ. Dorchester County also reserves the right to request clarification or information from any proposer. The County is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.
- F. Any interpretation, correction or change of the RFQ documents will be made by addendum.
It is your responsibility to monitor the Procurement website by selecting Quotes/RFQ Opportunities at www.dorchestercountysc.gov for any additional information, revisions, or addenda that may be posted.
- G. No substitutions will be considered after the Contract award except by amendment or change order.
- H. The lowest quote that meets all requirements, as verified by the County Purchasing Services Manager or designee, will be issued a purchase order that represents a contract between the County and the vendor. Acceptance of the purchase order by the vendor indicates acceptance of these RFQ terms and conditions as the contractual terms and conditions of this purchase.

2. CONTRACTOR REPRESENTATIONS

Each Contractor by submitting a quote represents that:

- A. The Contractor has read and understands this RFQ (including all specifications, attachments, and addenda) and that their quote is made in accordance therewith.
- B. The Contractor has reviewed the RFQ, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The quote is based on the terms, materials, systems and equipment required by this RFQ, without exception.
- D. The Contractor is qualified to provide the services and equipment required under this RFQ and, if awarded the Contract, will do so in a professional, timely manner using Contractor's best skill and attention.

3. AWARD OF CONTRACT

- A. The contract will be awarded to the most responsive and responsible firm meeting the specifications of the County. Although cost will be a consideration, the award will be based on cost, consistent with the desired quality of service needed for effective use.

- B. The County reserves the right to 1) reject any or all quotes and any part of a quote; 2) waive informalities, technical defects, and minor irregularities in quotes received.
- C. The County shall be the sole judge of the suitability of the items or services to be provided pursuant to this RFQ.

4. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to

the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

5. **STATE AND LOCAL TAXES**

Except as otherwise provided, Quotes shall *include* all applicable state and local taxes.

The successful Contractor shall calculate that portion of the Contract which is subject to the seven percent (7%) sales and/or use tax, which amount shall be itemized and shown on all invoices and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If the successful Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The successful Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the successful Contractor's failure to pay any tax of any type due in connection with this Contract.

The successful Contractor shall ensure that the above sections are included in all subcontracts and sub- subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

6. **DRUG-FREE WORKPLACE ACT**

By submitting a quote, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

7. **INSURANCE REQUIREMENTS**

The successful Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors.

A. Coverage Provisions

- a. All deductibles or self-insured retention shall appear on the certificate(s).
- b. The County of Dorchester, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- c. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

- d. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- e. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
- f. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- g. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
- h. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.

The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

8. **INSPECTION**

The purchased services shall be subject to inspection and testing by the County. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the RFQ requirements.