

2022-39 John D. Tigert
Purchasing Services Manager

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201 Johnston Street, 2nd Floor
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Request for Quotes
No. 2022-39

One Year Pricing for Convenience Site
Portable Restrooms and Hand Stations

PROJECT OVERVIEW (See Scope of Work for details)

SOLICITATION NUMBER:

RFQ No. 2022-39

DESCRIPTION OF SERVICES:

**Provide portable restrooms to thirteen
Dorchester County convenience site locations**

DEADLINE FOR QUOTE SUBMISSION:

March 23, 2022 at 10:00 a.m.

QUOTES SHOULD BE EMAILED TO:

Dena Cone, Purchasing Agent
dcone@dorchestercountysc.gov

OR SUBMITTED ONLINE THROUGH ELECTRONIC SOLICITATION AT

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=e18973c1-4a13-4b63-a74f-feebcba670c0>

SPECIFICATIONS

The Contractor shall furnish all labor, tools, materials, equipment, and supervision necessary to provide portable toilets with separate option for handwash stations that must be maintained to specifications stated in scope of work at designated locations.

Minimum requirements for Portable Toilets as outlined below.

- Thirteen separate convenience sites with a total of fifteen portable toilets with hand sanitizer required.
- Both Knightsville and Oakbrook Sites will require two toilets. All others will have one.
- Once a week service is required during the winter months, October to April.
- Twice a week service is required during the summer months, May to September.
- Include restock on paper products and hand sanitizer.
- Initial term of five years with option to renew upon mutual agreement.

Price option to include Built-in Sink and Restroom Combination or Separate Handwash Station as outlined below.

- Quantity of Combination Units will be fifteen with both Knightsville and Oakbrook Sites requiring two units.
- Quantity of Separate Handwash Stations will be thirteen with one unit per site.
- Vendor will need to provide water during each service, as most sites do not have clean water available.
- Service will be required at least once a week year-round.
- Include restock on paper products and hand soap as required.
- Initial term of five years with option to renew upon mutual agreement

Convenience Site Locations

1. Knightsville Convenience Site	1941 Central Ave., Summerville 29483
2. Oakbrook Convenience Site	235 Old Fort Dr., Ladson 29456
3. Miles Jamison Convenience Site	130 Suburban Ln, Summerville 29485
4. Campbell Thicket Convenience Site	258 Campbell Thicket Rd., Ridgeville 29472
5. Geddisville Convenience Site	467 Geddisville Rd., Adams Run 29426
6. Givhans Convenience Site	1548 Givhans Rd., Ridgeville 29472
7. Grover Convenience Site	3551 Wire Rd., St. George 29477
8. Harleyville Convenience Site	455 Seven Mile Rd., Harleyville 29448
9. Sprucewood Convenience Site	1344 Beech Hill Rd., Summerville 29485
10. Reevesville Convenience Site	312 Myers St., Reevesville 29471
11. Rosinville Convenience Site	321 Deep Woods Rd., Rosinville 29477
12. Sandy Pines Convenience Site	374 Sandy Pines Ln., Dorchester 29437
13. St George Convenience Site	5365 Memorial Blvd., St. George 29477

Questions should be directed to Somer Clark at 843-563-0074 or sclark@dorchestercountysc.gov

ITEM	LOCATION	DESCRIPTION	QTY	PORTABLE RESTROOM ONLY		SEPARATE HANDWASH UNIT		COMBO RESTROOM W/SINK	
				UNIT PRICE/EA	EXTENSION	UNIT PRICE/EA	EXTENSION	UNIT PRICE/EA	EXTENSION
1	1941 Central Avenue, Summerville 29483	Knightsville	2						
2	235 Old Fort Drive, Ladson 29456	Oakbrook	2						
3	130 Suburban Lane, Summerville 29485	Miles Jamison	1						
4	258 Campbell Thicket Road,, Ridgeville 29472	Campbell Thicket	1						
5	467 Geddisville Road, Adams Run 29426	Geddisville	1						
6	1548 Givhans Road, Ridgeville 29472	Givhans	1						
7	3551 Wire Road, St George 29477	Grover	1						
8	455 Seven Mile Road, Harleyville 29448	Harleyville	1						
9	1344 Beech Hill Road, Summerville 29485	Sprucewood	1						
10	312 Myers Street Reevesville 29471	Reevesville	1						
11	321 Deep Woods Road, Rosinville 29477	Rosinville	1						
12	374 Sandy Pines Lane, Dorchester 29437	Sandy Pines	1						
13	5365 Memorial Blvd, St George 29477	St George	1						
TOTAL			15						

Authorized Signature _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone/Fax No.: _____

Comments: _____

Payment

Contractor shall invoice Dorchester County after completion of project. Payment will be made within thirty (30) days from the date of invoice approval.

Notification

The contractor will provide notification to Dorchester County of any accidents, injuries, or complaints by the public to allow the department to investigate these matters.

Business Licensing

The Contractor must possess a valid business license in each jurisdiction.

Damage of Property

Any damage to Dorchester County property or private property as a result of the Contractor's operation shall be immediately repaired by the Contractor. Should the repair not be instituted soon enough, or satisfactorily in the opinion of Dorchester County, County reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor. The Contractor shall rent equipment as needed to cover any equipment breakdowns.

Award

The lowest quote that meets all requirements, as verified by the County Facilities Director, 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.

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.

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 and 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-contracts 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.