



Bid Waiver Form

Revised 02/2020

Short Description of Goods/Services	Fiberglass Tank Repair and Maintenance
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Date	1/11/2020
Department	Waste & Renewables
Name	Roxanne Wienkes
Email	Wienkes.Roxanne@countyofdane.com
Phone	608.509.6681
Purchasing Officer	Pete Patten

Vendor Name	Carbon Silica Services, LLC (Diamond Services)
Vendor MUNIS #	31433
Requisition #	928
Requisition Year	2021
Total Cost	\$ 39,372

A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL

Provide a detailed description of the goods/services intended to be purchased:

The vendor will mobilize to the site and repair two fiberglass towers (approx. 80 feet tall and 12 feet in diameter) that are used at the Renewable Natural Gas Plant as part of the biological desulfurization system to remove hydrogen sulfide (H₂S) from the landfill gas.

The scope of work includes:

- Labor, materials, travel expenses (driving) and per diems to make internal repairs on the Media Rings, Half Pipe, and additional minor repairs between two FRP Tanks.
- Derakane 411 vinyl ester resin with an MEKP cure to be used for all internal repairs.
- 1 Foreman and 2 Technicians for (4) 12-hour days (2 days per tank).
- Fabrication of two (2) new media be support rings is included.
- Internal repairs below 10' will be performed using a ladder. Any repairs required above 10' will require scaffolding.
- Internal repairs will be based on the pictures provided by the customer. Any additional repairs/findings while on site that cause the schedule to exceed (4) 10-hour days will result in T&M rates.
- Diamond Services will provide a hole watch, LEL monitor and air moving equipment with our in-house permitting and documentation.

Quote is based on vendors observations from photos from Owner's inspection of the tank. Actual work and costs may exceed the estimated total. Additional work charged on a time and materials basis.



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Procurement Exception List (place an "X" next to any that apply)	
	Emergency Procurement
	Only one vendor possesses the unique and singularly available ability to meet the Department's requirements
X	Unique and specific technical qualifications are required
	A special adaptation for a special purpose is required
	A unique or opportune buying condition exists

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception chosen:

The vendor supplied and installed the two specialized towers and possesses the unique and specific technical qualifications to repair and re-certify the towers for use. The use of alternative vendors may also impact the warranty of the equipment.

Bid Waiver Approval (Purchasing Use Only)

Under \$37,000 Controller Approval	Date
\$37,000 or over Personnel & Finance Committee Approval Date	



DIAMOND SERVICES

Proposal: #20-11451 (Rev. 0)

Customer: Dane County Department of Waste and Renewables – Madison, Wisconsin

Project: Repair of (2) Internal Rings, (2) Half-Pipes, and Minor Internal Repairs on Two FRP Biogas H₂S Scrubbers

1036 Industrial Park Dr. :: Victoria, Texas 77905 :: Tel (361) 572-4040 :: Fax (361) 573-0451 :: www.diamondservices.com



Diamond Fiberglass

ASME RTP-1 certified facility providing composite storage tanks and process vessels.
www.diamondfiberglass.com

Fibrex Piping Systems

Fabrication of spooled FRP piping featuring the proprietary Integra-Joint™ connection system.
www.fibrex.com

Diamond Services

Field services providing on-site, turnkey non-metallic solutions.
www.diamondservices.com





December 22nd, 2020

Attn: Roxanne Wienkes
Email: Wienkes.Roxanne@countyofdane.com
Phone: (608) 509-6681

Reference: Repair of (2) Internal Rings, (2) Half-Pipes, and Minor Internal Repairs on Two FRP Biogas H2S Scrubbers

Subject: FRP Services Proposal #20-11451 (Rev 0)

Dear Ms. Wienkes:

In response to the above referenced inquiry, the following FRP Services Proposal is provided for your purchase consideration:

ITEM 1: REPAIR OF (2) INTERNAL RINGS, (2) HALF-PIPES, AND MINOR INTERNAL REPAIRS:

Included in Scope of Work:

- Includes labor, materials, travel expenses (driving) and per diems to make internal repairs on the Media Rings, Half Pipe, and additional minor repairs between two FRP Tanks.
- Derakane 411 vinyl ester resin with an MEKP cure to be used for all internal repairs.
- 1 Foreman and 2 Technicians for (4) 12-hour days (2 days per tank).
- Fabrication of two (2) new media be support rings is included.
- Internal repairs below 10' will be performed using a ladder. Any repairs required above 10' will require scaffolding.
- Internal repairs will be based on the pictures provided by the customer. Any additional repairs/findings while on site that cause the schedule to exceed (4) 10-hour days will result in T&M rates.
- Diamond Services will provide a hole watch, LEL monitor and air moving equipment with our in-house permitting and documentation.

Not included in Scope of Work:

- If any work is required above 10' then scaffolding will need to be provided by others to access the work area.
- Climate control inside the vessels is not included. This is to be provided and maintained by others while Diamond Services performs the repair work onsite. Minimum temperature of 50 degrees F. must be maintained during the repair work.
- Confined space permitting if required is to be provided by others.
- Lockout tagout to be performed by others prior to Diamond arriving onsite.
- Site-specific training, background checks, drug tests and any safety council training are not included in the quoted price and if any is required will result in additional man hour charges.

ITEM 1. LUMP SUM: \$39,372.00

JOB SPECIFIC DETAIL CLARIFICATIONS AND ASSUMPTIONS:

Diamond Services will provide all required tools, materials, etc. to complete the quoted work, but the customer must provide access to dumpsters as required for resulting trash, trimmings, etc. and is responsible for the disposal of the materials once the job is complete. No hazardous materials will be discarded into the dumpster by Diamond Services.

SAFETY TRAINING AND INSURANCE:

- Insurance up to \$5,000,000.00 umbrella.
- Diamond Services minimum safety credentials include TWIC, Basic Plus, Fall Protection, and Respirator Fit Tests.

GENERAL FIELD SERVICE DETAILS & CLARIFICATIONS:

- **Customer Preparation:** The work area should be accessible, clean, and suitable for working conditions. This includes the customer's best effort and whenever/wherever possible, the removal of chemical residues, vapors, or contaminated surfaces. For confined space entries specifically, we recommend a triple rinse/wash, 24-hour ventilation, and forced air throughout the entrant's occupancy. Customer will ensure that all proper permits are in place prior to start of work. This is including but not limited to, lock out tag out, a clean and dry work area, confined space ready for human entry, or any JHA's, JSA's, or PTP's required before Diamonds' arrival onsite.
- **Inspection / Additional Work:** Diamond Services will perform a visual inspection of all work areas and advise the customer if any additional work is required. This work will only be done after authorization from the customer. All repairs will be done according to either industry standards or Diamond Services standards; the more stringent of the two standards will be applied. Additional work will result in additional Time and Material charges.
- **Odor from Vinyl Ester Resins:** Polyester and vinyl ester resins produce an odor. This odor occurs even when quantities as low as 7 to 8 parts per million of styrene monomer (a component of the resin) are present. We cannot be held responsible for work stoppage or worker complaints due to the odor. The percentage of styrene in the air will not exceed the OSHA limit of 100 parts per million averaged over an eight-hour period.
- **Waste Disposal:** The customer shall provide a waste container at a location near the work area for the removal and disposal of debris.
- **Safety & Insurance:** Our field personnel will operate all equipment and tools, mix, and apply all material as per industry standards (or manufacturer's standards). We will supply certificates of insurance to the customer at their request. Any insurance requirements above our standard coverage will be obtained at an additional charge and that cost will be passed along to the customer.
- **Lock Out Tag Out:** Each of Diamond's contractors will provide their own lock, will confirm tank/pipe is locked out at the beginning of the project, and will lock out at the appropriate group lock box.
- **Sanitary Facilities:** Our personnel require the use of the customer's sanitary facilities while working on site. Customer will ensure such facilities are readily accessible.
- **Delays:** Any delays caused by the customer will be billed at an additional cost. These include stoppage due to a situation not caused by our personnel, excess waiting time for tank permits or safety inspectors. We will work with the customer to accomplish the project in an expedient manner.

NOTE: Unless governed by previously agreed standard terms, this offer is exclusively and solely governed by [Diamond Services' Standard Terms and Conditions of Sale](#), which is to be considered a part of this proposal.

PAYMENT TERMS: Quoted pricing is based on terms of Net 30 Days, payment in full thirty (30) days from the invoice date. Quoted pricing does not include taxes of any sort. **Progress payments as follows: 75% down payment due upon receipt of order, and 25% Net 30 at completion.**

VALIDITY PERIOD: Pricing is firm for 30 days from the quote date. Diamond reserves the right to update pricing should additional work be added to the scope or a change order is provided.

TAXES: Quoted pricing does not include taxes of any type. Sales tax exemption form is due from the customer at receipt of purchase order.

PURCHASE ORDER PLACEMENT: To permit proper processing and coordination of details, a purchase order resulting from this proposal should be issued to:

Diamond Services
1036 Industrial Park Drive
Victoria, Texas 77905

We look forward to answering any questions you may have after reviewing this proposal. If you have any questions or require any additional information, please contact me at (361) 572-4040 x 254.

Sincerely,

DIAMOND SERVICES

Ross Rodriguez

Ross Rodriguez
Project Manager

Your business is appreciated!

If you are interested in placing an order with Diamond Fiberglass, please fill out the information below, sign and return this document along with a copy of your purchase order.

The undersigned is authorized to purchase products on behalf of the company they represent.

Please check one below

Yes, I would like to place an order per this quotation:

Yes, I would like to place an order per this quotation with additional comments and/or requirements:

PRINTED NAME:

SIGNATURE:

DATE:

Why Choose Diamond Fiberglass?



01	<i>We are RESPONSIVE.</i>	<ul style="list-style-type: none">• Always respond to customers in a prompt manner.• When a response cannot be provided quickly, communicate when it will be provided.
02	<i>We MANAGE projects better.</i>	<ul style="list-style-type: none">• Utilize a proprietary project management system developed specifically for custom FRP equipment.• Communicate openly.• Focus on planning and meeting milestones.• Commit necessary resources at the right time to be successful.
03	<i>We offer a COMPLETE solution for custom FRP tank and pipe equipment.</i>	<ul style="list-style-type: none">• Design.• Fabrication.• Installation.• Maintenance.

Diamond Services Standard Terms and Conditions of Sale

ARTICLE 1. DEFINITIONS

1.1 The words, "we", "our", "ours", and "us" mean the Seller. The words "you", "your" and "yours" mean the Purchaser to whom this Proposal is made. The word "Agreement" means this Proposal and your acceptance of this Proposal, and includes all documents expressly incorporated by references.

1.2 "Equipment" means an individual piece or component of the supply of the Agreement. For example, Equipment may be an individual tank or it may be a joint of pipe.

ARTICLE 2. DURATION OF PROPOSAL-EFFECT

2.1 We may withdraw this Proposal at any time until we receive your written acceptance. If we do not receive your written acceptance within 60 days of the date of this Proposal, the Proposal will expire and be void. Any changes which you wish to make to this Proposal must be expressly accepted by us in writing; otherwise those changes will be void.

ARTICLE 3. SHIPMENT AND DELIVERY

3.1 Our proposed shipping schedule depends on the date on which you accept this Proposal. If you do not provide us promptly with all drawings, information, and approvals, then you will be responsible if we fail to meet our proposed shipping schedule. We will deliver the Equipment F.O.B. Points of Shipment. This will be the only delivery which we are required to make to you. Title and risk of loss will pass to you when we make this delivery.

3.2 We agree to store the Equipment after the agreed date of completion for two weeks at no charge to you. After that two-week period, if you refuse to accept the Equipment for delivery, you agree that we may assess storage fees on the purchase in the amount of 1.5% per month x the value of the Equipment to be stored. Further you agree that we may invoice for payment of the Equipment per Section 8 below.

ARTICLE 4. TERMINATION

4.1 Once you have accepted this Proposal, you may not terminate or cancel the Agreement except by giving us written notice. If you terminate or cancel, you must pay us for our costs of labor, material, engineering, administration, and overhead incurred up to the date we received termination or cancellation charges from our vendors. If you request, we will provide you with documentation in support of these costs.

ARTICLE 5. DELAY

5.1 We will not be liable to you for loss or damage which results from delay or failure to deliver any or all of the Equipment, if this delay or failure is caused by one or more circumstances beyond our reasonable control "Force Majeure". Force Majeure includes, without limitation, acts of God, war, acts of the public enemy, civil disorder, riot, sabotage, governmental action or law or regulation, strikes or labor shortage or other labor problems, fire flood, earthquake, severe weather, health and safety considerations, embargoes, transportation shortage or delays, fuel or material shortages, failure of performance by a vendor or subcontractor, and your failure to give timely approval and comment to documents.

5.2 Our time of performance will be extended by the length of any delay caused by Force Majeure plus a reasonable time to resume our normal operations. If we are ready to ship, but shipment is delayed through no fault of ours, then the date on which we are ready to ship will be regarded as the date of shipment and delivery for all purposes, including payment. You will be responsible for the cost and risks of storage and handling.

ARTICLE 6. WARRANTY

6.1 We warrant to you that the Equipment will be delivered free from defects in material and workmanship. If you find a defect in material or workmanship during the Warranty Period (defined below), you must give us written notice within 10 days. We will either deliver to you a replacement part, F.O.B. Point of Shipment, or repair the defect in place, at our option. For international orders or orders where we are prohibited from performing the repair ourselves, we may offer, at our exclusive option, the value of our cost of repair at the Point of Shipment as remedy for the repair at the actual jobsite. The Warranty Period will expire at the earlier of the thirty-six (36) months from initial operation.

6.2 We will have no obligation to you under Section 6.1 if:

- a) The Equipment is not paid for in full; or,
 - b) You fail to operate or maintain the Equipment in accordance with generally approved industry practice; or
 - c) You fail to operate or maintain the Equipment in accordance with instructions from us; or
 - d) You fail to give us written notice within 10 days of your discovery of a defect; or
 - e) The Equipment has been altered or repaired by someone other than us
- 6.3 This warranty excludes the following:

- a) Any loss or damage which you sustain after the expiration of the Warranty Period.

6.4 We warrant to you that at delivery, the Equipment will be free of any liens or encumbrances. If there are any such liens or encumbrances, we will cause them to be discharged promptly after you have notified us of their existence. The express warranties we make to you in this Article 6 are the only warranties we will make. There are no statutory, oral, or implied warranties. In particular, there are no implied warranties or merchantability or fitness for a particular purpose. There are no statutory, oral, or implied conditions.

ARTICLE 7. LIMITATION OF LIABILITY

7.1 For the purposes of this Article 7, the words, "we", "our", "ours", and "us" mean the Seller and its employees, agents and subcontractors. Our liability to you under this Agreement or under any cause of action relating to this Agreement, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, will not exceed the price of the Equipment in question. We will not be liable to you for loss of profits or revenue or business opportunity, loss by reason of shutdown of your facilities or inability to operate your facilities at full capacity, cost of obtaining other means for performing the function of the Equipment, or incidental or consequential damages of any nature.

7.2 You will have waived your right to sue us at law or in equity unless you commence your suit within one year from the date on which you sustain the loss or damage which is the subject of your suit. The provisions of this Article 7 shall prevail over any inconsistent provisions elsewhere in this Agreement.

ARTICLE 8. PAYMENT

8.1 You shall receive an invoice for each purchase made, such invoice shall include the price of the item(s) purchased, date of purchase and the amount due for such purchase. You shall pay in full on or before the due date as reflected on such invoice.

8.2 Unless otherwise noted and upon credit review, the due date for each purchase shall be thirty (30) days from the invoice date. Periodically, fabrication is completed on a purchase and you are not ready for the vessel. The vessel is placed in our delivery hold stock and the invoice is processed for payment. The delivery charge is due thirty (30) days from actual delivery date.

8.3 Special payment terms could be required before order acceptance to cover C.O.D. shipments, pre-payment prior to shipment, and defined process payments for completion of engineering and drawing submittal, receipt of "buy-out" components, and certified percent of completion billing.

8.4 Late payments are subject to a 1 ½% per month fee, pro-rated daily.

8.5 All invoices are payable to Diamond Fiberglass, PO Box 65, Victoria, TX 77902.

ARTICLE 9. TAXES

9.1 You will pay all sales, use, value added, excise, and other taxes which may be levied or assessed on the transfer to the Equipment to you, or on the Agreement, or on our performance under this Agreement. Our price to you does not include taxes of any sort. You will hold us harmless and indemnify us for any taxes due and associated costs of collection that are not paid by you but determined at any point to be taxable.

ARTICLE 10. CHANGES

10.1 We will not make changes in the Equipment unless you and we have executed a written Change Order for such change. The Change Order will include the price adjustment for any added costs of the change plus a reasonable profit. If the change impairs our ability to satisfy our obligations to you, including meeting delivery schedules and performance guarantees, the Change Order will include appropriate modifications to the Agreement. If after the date of this Proposal, new or revised governmental or code requirements shall require a change in the Equipment, the change will be subject to this Article 10.

ARTICLE 11. CONFIDENTIALITY - USE OF DRAWINGS

11.1 You acknowledge that the information which we submit to you in connection with this Proposal includes our confidential and proprietary information, both of a technical and commercial nature. You will not disclose our confidential and proprietary information to third parties without our prior written consent. You will not permit any third party to fabricate components of the Equipment from our designs or drawings. You will indemnify us and hold us harmless and defend us from any claim, suit, or liability based on personal injury (including death) or property damage related to any component of the Equipment which is fabricated by a third party.

ARTICLE 12. SECURITY INTEREST

Until all installment payments, and all other amounts due under this Agreement, have been paid, we shall retain a security interest in the Equipment and, if you sell or otherwise disposes of the Equipment in the proceeds of such sale or disposition.

ARTICLE 13. ENTIRE AGREEMENT

12.1 The Agreement contains the entire understanding between you and us, and supersedes any prior oral and written understandings between you and us concerning the Equipment, including any document which is not expressly incorporated by reference to this Agreement.

ARTICLE 14. INVALIDITY

13.1 If a final decision of a court of competent jurisdiction holds invalid a portion any sentence of this Agreement, or a sentence of any section of this Agreement, or any Article of this Agreement, the remainder of such sentence or section or this Agreement, as the case may be, shall be valid.

ARTICLE 15. GOVERNING LAW

14.1 The Agreement will be governed by and construed according to the laws of the state or province within which Seller maintains its principal office.