



Scott County, Virginia

Public Works

INVITATION TO BID

Invitation to Bid – Portable Toilet Rental Service

Scott County, Virginia

Introduction: Scott County seeks bids for portable toilet services for 13 manned Solid Waste & Recycling Centers. Bids will be awarded for each location based on the lowest responsible responsive bid. For site visits, contact Bill Dingus at 276-386-6521. Bidder's signature indicates understanding and compliance with all solicitation items. Changes to bid documents must be initialed and dated. County reserves the right to reject bids.

Service Details:

- Requires toilets to be pumped empty and cleaned weekly during operating hours.
- Invoices due net 45; partial months prorated.
- Bid must include all fees; no additional charges permitted.
- Contract period: July 1, 2024, to June 30, 2027, with renewal options.
- Contractor may request price review 30 days prior to contract expiration.

Indemnification:

- Seller's work on County property shall be done as an independent contractor.
- Seller must maintain necessary insurance coverages.
- Seller shall indemnify and defend County against claims arising from work.

Bid Submission: Bids due by 2:00 p.m., Tuesday, May 21, 2024. Submit sealed bids marked "Port-a-lets Bid" to Scott County Administrative Offices, Attn: Amy Vicars, 190 Beech Street, Gate City, VA 24251.

Contact Information: For inquiries, contact Amy Vicars or Bill Dingus at 276-386-6521.

Thank you.

General Terms and Conditions:

Informalities: Scott County reserves the right to reject all bids and to waive informalities.

Contractor's Authorization to Transact Business: Please see the attached form titled "Proof of Authority to Transact Business in Virginia."

Discrimination Prohibited; Participation of Small, Women-, Minority- and Service Disabled Veteran-Owned Business: (*Code of Virginia § 2.2-4310*) In the solicitation or awarding of contracts, the County of Scott shall not discriminate because of the race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment.

The County welcomes and encourages the participation of small businesses and businesses owned by women, minorities, and service disabled veterans in procurement transactions made by the County.

Employment Discrimination: (*Code of Virginia § 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace: (*Code of Virginia § 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of

whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Faith-Based Organizations: (*Code of Virginia* § 2.2-4343.1) Scott County does not discriminate against faith-based organizations.

Illegal Aliens: (*Code of Virginia* § 2.2-4311.1) The Contractor agrees that he or she does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Indemnification: The Contractor shall hold harmless and indemnify Scott County and its officers, officials, employees, and agents against any and all injury, loss, or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. The County will not agree to indemnify the offeror or bidder.

Proprietary Information: § 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 of the *Code of Virginia* (1950), as amended, shall not be subject to the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq. of the *Code of Virginia* (1950), as amended); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices." If the exemption from disclosure provided by § 2.2-4342(F) of the *Code of Virginia* is not properly invoked, then the proposals will be subject to disclosure pursuant to applicable law.

Subcontractor Payment Clauses: (*Code of Virginia* § 2.2-4354) The Contractor on a construction contract, in the event that the Contractor has not received payment from the local government for work performed by a subcontractor under such contract, shall be liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the contractor shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor's receiving payment for amounts owed to that contractor. Any provision in a construction contract contrary to this section shall be unenforceable. Nothing in this section shall be construed to (i) apply to or prohibit the inclusion of any retainage provisions in a construction contract or (ii) apply to contracts awarded solely for professional services as that term is defined in § 2.2-4301 of the *Code of Virginia* (1950), as amended, where the public body is contracting directly with an architectural and engineering firm.

The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the local government for work performed by the subcontractor under that contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

b. Notify the agency of local government and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall require:

- a. Individual contractors to provide their social security numbers; and
- b. Proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The Contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the agency of local government for work performed by the subcontractor under that contract, except for amounts withheld as allowed above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the agency of local government. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID.

FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

The attention of each offeror or bidder is directed to § 2.2-4311.2 of the *Code of Virginia*, which requires an offeror or bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia*, as amended, or as otherwise required by law, to include in its proposal or bid the Identification Number issued to such offeror or bidder by the Virginia State Corporation Commission (SCC). Furthermore, any offeror or bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, as amended, or as otherwise required by law, shall include in its proposal or bid a statement describing why the offeror or bidder is not required to be so authorized. Failure to provide the required information may result in the rejection of the proposal or bid. If the proposal or bid is accepted by the County, the undersigned agrees that the requirements of the *Code of Virginia* § 2.2-4311.2 have been met. Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such offeror’s/bidder’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such offeror’s/bidder’s Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such offeror/bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need more space to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9): _____

By: _____ Title: _____

(typed or printed)

Date: _____ Authorized Signature: _____

PLEASE RETURN THIS PAGE WITH PROPOSAL OR BID - REQUIRED

BID FORM

PLEASE RETURN BID FORM WITH BID – REQUIRED

Solid Waste Center	Address	City, State Zip	Price per Month
Duffield	1163 Duff Patt Highway	Duffield, VA 24244	\$
Dungannon	197 Hummingbird Lane	Dungannon, VA 24245	\$
East Carter's Valley	5018 East Carter's Valley Road	Gate City, VA 24251	\$
Manville	3567 Manville Road	Gate City, VA 24251	\$
Yuma	348 Colonial Post Office Road	Gate City, VA 24251	\$
Antioch	2384 Nickelsville Highway	Gate City, VA 24251	\$
Hiltons	2010 Hilton Road	Gate City, VA 24251	\$
Daniel Boone	184 Singletree Road	Gate City, VA 24251	\$
Clinchport	117 Dewey Avenue	Duffield, VA 24244	\$
Fort Blackmore	863 Islandview Circle	Fort Blackmore, VA 24250	\$
Nickelsville	146 Twin Springs Road	Nickelsville, VA 24271	\$
HWY 58 Upper Hiltons	10285 Bristol Hwy	Hiltons, VA 24258	\$
Rye Cove	3082 Mill Creek Road	Fort Blackmore, VA 24250	\$
Total per month:			\$
Total per year:			\$

By signing below, the undersigned acknowledges reviewing the complete Invitation.

Company: _____ **Signature:** _____

Address: _____ **Title:** _____

City, State, Zip: _____ **Date:** _____