



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

IFB No. 23-2598-10PKW

October 17, 2023
Invitation for Bid
Chemical Toilet and Handwashing Station Rental Services

Subject: Annual contract to furnish all tools, labor, equipment, and supervision necessary to provide Chemical Toilet and Handwashing Station Rental Services, to the County of Henrico, Virginia, Recreation and Parks Department, in accordance with the enclosed general terms, conditions and specifications.

Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received and accepted through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) no later than **10:00 AM**, local prevailing time, **Thursday, November 16, 2023** and will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/whi171> or by phone at 1(415) 655-0002 US Toll; Access Code 2314-201-8212. The WebEx meeting line will be made available for joining five (5) minutes prior to public opening.

Time is of the essence, and no bids will be received after the appointed time for submission. The time for the receipt of bids shall be determined by the time clock in eVA. Bidders are responsible for ensuring that their bid is submitted in eVA by the deadline indicated.

All Bidders shall use the enclosed Bid Form in submitting their bid prices. The Purchasing Division reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids.

Nothing herein is intended to exclude any responsible Bidder, its product or service or in any way restrain or restrict competition. On the contrary, all responsible Bidders are encouraged to bid and their bid is solicited. Comments as to how bid documents, specifications or drawings can be improved are welcome.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This IFB and any addenda are available on the County of Henrico, Virginia website at <https://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this Invitation for Bid or bid submissions through eVA, please contact Porsche White at whi171@henrico.us no later than **10:00 AM**, local prevailing time, **Tuesday, October 24, 2023**.

Very truly yours,

Porsche K. White, VCA, VCO
Procurement Analyst I

I. SCOPE OF WORK/SERVICES

A. Purpose.

The intent and purpose of this Invitation for Bid is to establish a term contract with a qualified supplier to furnish all tools, labor, equipment, and supervision necessary to provide rental of chemical toilets and handwashing stations to the County of Henrico, Virginia (the “County”) Department of Recreation and Parks, as needed and requested in accordance with the enclosed general terms, conditions and specifications.

B. Historical Data.

Below demonstrates the historical purchase of chemical toilets and handwashing stations for the last two fiscal years. This information is provided for informational purposes only with no guarantee to purchase a specific amount on the resultant contract from this solicitation.

Fiscal Year	2021-2022	2022-2023
Approximate Amount Spent:	\$ 31,012.30	\$ 43,653.47

C. Cooperative Procurement.

This procurement is being conducted by the County of Henrico, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. The County, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County contract. The County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

D. Specifications.

1. The Successful Bidder shall work with the County’s authorized or designated representatives to coordinate the rental of portable chemical toilets (standard and Americans with Disabilities Act (ADA) compliant models) and handwashing stations (minimum of 45-gallon capacity) throughout the County as needed and requested. The rental of the units (chemical toilets and handwashing stations) shall include the delivery, service (cleaning and pumping), and maintenance (repair or replace as needed). Some units will be needed year-round and some on a seasonal basis (usually March through August or November); and other units will be requested for Special Events held on weekends. Special Event units shall be delivered the Friday prior to the event and picked up the Monday following the event. The County may request units for use year-round.

2. Maintenance of chemical toilets and hand washing stations:
 - a. The Successful Bidder's chemical toilets shall be maintained, clean, and in good working order. All chemical toilets shall include working door hinges, locks, and door latches; venting tubes, louvers and/or screens shall be properly secured to the units with no sign of holes or breakage; interior railings, toilet seats, side urinals, and toilet paper holders shall be firmly attached; the fiberglass or plastic shells shall be securely attached to their bases; and ADA standard ramps shall be solidly attached to the ADA compliant units. Units with holes, cracks, breaks, peeling paint, broken hardware, or cracked/missing toilet seats will **NOT** be accepted.
 - b. The Successful Bidder's hand washing stations shall be maintained, clean, sanitized, and in good working condition. Units shall be free of objectionable odors, soap films, scratches, corrosion, or incrustations; all edges, crevices, traps, holes, and rims shall be clean.
 - c. The Successful Bidder shall maintain all units as needed and requested. If units are not acceptable to the County, the Successful Bidder must pick up and replace the unit(s) at no additional cost to the County.
3. Services to chemical toilets (standard and ADA compliant):
 - a. The Successful Bidder shall provide toiletry and paper products for each unit. Units requiring wash stations shall include water, liquid soap, and hand towels.
 - b. All chemical toilets (standard and ADA compliant) must be serviced at least once per week. Service shall include:
 - i. Removal and disposal of all waste in accordance with state and local law, as well as removal of trash in and around the unit.
 - ii. Cleaning of the unit inside and out. Unit floors must be swept, mopped, and free from spots, streaks, marks, dust, dirt, and debris. Toilet bowls, urinals, and all other interior surfaces (walls, floors, doors, etc.) are to be cleaned with disinfectant.
 - iii. Any damage or vandalism must be repaired.
 - iv. Toilet paper, hand sanitizer and any other consumable must be restocked and available.
 - c. All chemical toilets (standard and ADA compliant) must be maintained in clean, sanitary, and good working condition free of objectionable odors, scratches, corrosion, or incrustations; all edges, crevices and holes will be clean. All cleaning procedures and waste disposal are required to meet applicable current Federal, State, and local laws or regulations, Federal and State Potable Water Codes and OSHA standards.
4. Services to hand washing stations (free standing):

The Successful Bidder's free-standing hand washing stations must include water, liquid soap, and paper hand towels. All units shall be serviced (re-filled) as needed and requested. The Successful Bidder is also responsible for all supplies and materials related to operating, cleaning, and servicing of the units. All cleaning procedures and waste disposal are required to meet applicable current Federal, State, and local laws or regulations, Federal and State Potable Water Codes and OSHA standards. All free-standing hand washing stations shall have a minimum water capacity of 45 gallons. Bidders shall provide the water capacity of their hand washing station with their Bid Submission.

5. The following are the technical specifications for the chemical toilets and handwash stations:

Technical Specifications	Standard	ADA Compliant
Storage tanks must be a minimum of 35 gallons with no leaks.	X	X
Doors must be securely fastened to the frame.	X	X
Door must have an "IN USE" sign when latched from the inside.	X	X
Floors shall be solid and secured to the side walls.	X	X
Air stacks for ventilation shall be one-piece construction. Units shall provide separate and sufficient ventilation to both the unit and the waste reservoir.	X	X
Urinals shall not be cracked or leak and shall drain into the holding tank.	X	
Toilet sets shall be made of a plastic substance for easy cleaning.	X	X
Toilet paper holder shall be present in all toilets with a minimum capacity of two rolls.	X	X
One 12oz. instant hand sanitizer pump dispenser identified to kill 99.9% of common germs that may cause illness, without soap or water.	X	X
Owner's name and unique identifier number shall be labeled on two visible sides of each toilet.	X	X
The handicap units shall conform to ADA regulations for handicap accessible portable toilets including an access ramp.		X

6. A list of the current locations of standard and ADA compliant (ADA) chemical toilets is provided in Attachment F. The County reserves the right to add and remove locations and units at any time throughout the contract period, at no additional cost to the County.

E. Safety.

1. The Successful Bidder shall comply with and ensure that all its personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health. This will include by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Successful Bidder.
2. Any operations of the Successful Bidder determined to be hazardous by the County, shall be immediately discontinued by the Successful Bidder upon receipt of either written or oral notice by the County to discontinue such practice.
3. The Successful Bidder personnel and vehicles shall be easily identifiable. The Successful Bidder shall provide identification badges with the company name and logo to their personnel and shall be visibly worn at all times while on County property.
4. The Successful Bidder vehicles parked on County property must display company name/identification. The Successful Bidder shall comply with all traffic and parking regulations.

5. The Successful Bidder shall be responsible at all times for the actions and work of its personnel who shall observe and comply with all regulations while on County property; failure to observe such regulations will be grounds for removal from County property.
6. During the execution of the work, the County reserves the right to suspend the work or reject the Successful Bidder's electricians and/or helpers who in the County's judgement are not adequately qualified to perform the work.

F. Damages.

The Successful Bidder shall be held responsible for any damage to the County's property and equipment caused during services which is determined to be the result of the Successful Bidder's failure to properly perform during delivery, service, and maintenance of chemical toilets and handwashing stations. The Successful Bidder shall correct damages incurred at no cost to the County.

G. General Requirements.

1. The Successful Bidder, by submitting a bid for this Contract, certifies that he/she have a fully staffed operational service office, currently engaged in providing chemical toilets and handwashing stations rental, service, and maintenance; have under their employment sufficient personnel dedicated to this contract with the ability to meet the requirements as outlined in the Scope of Work/Services.
2. The Successful Bidder will furnish, deliver, service and maintain standard single sized chemical toilets, as well as Americans with Disabilities Act (ADA) compliant portable chemical toilets to various locations throughout the County of Henrico on an as needed and requested basis.
3. The Successful Bidder must be able to furnish chemical toilets and hand washing stations no later than twenty-four (24) hours after notification of an emergency need by the County.
4. Each chemical toilet must have documentation attached, indicating location and date of last service.
5. In the event of damage or loss due to vandalism, the Successful Bidder shall be responsible for repair or replacement of chemical toilets.
6. Bidders shall provide pricing for chemical toilets and handwashing stations unit to include delivery, pick-up, weekly service, and rate charges for each unit type.
7. The Successful Bidder shall not subcontract any work without prior written approval from the County's authorized or designated representatives. All work shall be performed by the Successful Bidder and their direct payroll personnel if prior approval has not been authorized for subcontract work.
8. **Bids received with a minimum charge stipulation will be considered non-responsive.**
9. After execution of a contract, the Successful Bidder shall provide a cell phone number, or phone number that may be used for emergency request and services. It shall be the responsibility of the Successful Bidder to update the County Purchasing Division of changes to the number provided.

H. Invoicing Requirements.

1. Successful Bidders shall submit itemized invoices to:

County of Henrico Recreation and Parks
10305 Woodman Road
Glen Allen, VA 23060

-OR-

Send invoices electronically to:

rec-invoice@henrico.us

2. A complete invoice shall include but not be limited to: contract number, purchase order number as supplied by the County, date of service, location of unit(s), number and type of unit (standard, handicap, washing station), contracted rates, and any other pertinent information necessary to verify the invoice total.

I. Bid Submission Requirements.

1. Bidders shall submit as an attachment in eVA, a completed Bid Form in accordance with section II.DD.
2. Complete bid submissions shall include the following documents:
 - a. Bid Form;
 - b. Bid Signature Sheet;
 - c. Attachment A - Business Category Classification Form;
 - d. Attachment B – Virginia SCC Registration Information;
 - e. Attachment C – Bidder's Reference Sheet;
 - f. Provide the water capacity of hand washing stations;

II. GENERAL TERMS AND CONDITIONS:

All Bidders shall note that the Invitation for Bid (IFB) method of procurement does not allow any modifications or exceptions to the County's Section II., GENERAL TERMS AND CONDITIONS. Any modifications or exceptions made to this section shall cause your bid response to be considered non-responsive.

A. Addenda:

1. Bidders are welcome to provide comments regarding how the bid documents, specifications or drawings can be improved. Bidders requesting clarification or interpretation of or improvements to the bid general terms, conditions, specifications or drawings shall make a written request which must reach the Purchasing Division, Department of Finance, at least eight (8) calendar days prior to the date set for the receipt of bids.
2. Any changes to the bid general terms, conditions, specifications or drawings shall be in the form of a written addendum from the Purchasing Division and it shall be signed by the Director of Purchasing, Department of Finance or a duly authorized representative.
3. An addendum shall be issued no later than six (6) calendar days prior to the date set for the receipt of bids. An addendum extending the date for the receipt of bids or an addendum withdrawing the Invitation for Bid may be issued any time prior to the date set for the receipt of bids.
4. Each Bidder shall be responsible for determining that all addenda issued by the Purchasing Division for the Invitation for Bid have been received before submitting a bid for the work.
5. Each Bidder shall acknowledge the receipt of each addendum on the Bid Form.

B. Annual Appropriations:

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Board of Supervisors of Henrico County, Virginia (the "Board"). Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funding is exhausted. The Successful Bidder ("Successful Bidder" or "Contractor") shall not be entitled to seek redress from the County of Henrico, Virginia (the "County") should the Board fail to make annual appropriations for the Contract.

C. Authorization to Transact Business in the Commonwealth (Va. Code §2.2-4311.2):

1. Any business entity that enters into a written contract with the County that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.
2. Any business entity described in paragraph C.1 above that enters into a contract with the County must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth of Virginia if so required by Title

13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.

3. Any business entity organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal the identification number issued to it by the State Corporation Commission. (Attachment A) Any business entity 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 or as otherwise required by law must include in its bid a statement describing why the Bidder or offeror is not required to be so authorized.
4. A Bidder described in subsection 3 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Director of Finance, his/her designee, or the County Manager.
5. Any falsification or misrepresentation contained in the statement submitted by the Bidder pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
6. The County may, in its sole discretion, void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, entitled "Authorization to Transaction Business in the Commonwealth."

D. Award of Contract:

1. The Purchasing Division reserves the right to waive any informality in bids and to award in part or in whole or to reject any or all bids. The reasons for the rejection shall be made a part of the contract file.
2. In case of a tie bid, preference shall be given to goods, services, and construction produced in the County or the State of Virginia or provided by persons, firms or corporations having principal places of business in the County or the State of Virginia, if such a choice is available; otherwise, the tie shall be decided by lot. A County business shall be given preference over a State of Virginia business, if such a choice is available.
3. The Purchasing Division shall have the right, before awarding the contract, to require a Bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a Bidder. (See Attachment B)
4. It is the intent of the Purchasing Director to award a contract to the lowest responsive and responsible Bidder provided the bid does not exceed the funds available for the contract. **This bid will be awarded by Total Bid Price.** (See the Bid Form).
5. Notice of award or intent to award is posted on the Purchasing Division website: <https://henrico.us/finance/divisions/purchasing>.
6. The Bidder to whom the contract is awarded shall, within fifteen (15) days after prescribed documents are presented for signature, execute and deliver to the Purchasing Division the contract forms and any other forms required by the bid.

E. Bid Security:

Bidder is not required to furnish a bid security with this bid.

F. Bidder's Representation:

1. By submitting a bid in response to this Invitation for Bid, the Bidder certifies that it has read and understands the bid documents, specifications, and drawings, if any, and has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
2. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site(s), shall in no way relieve any Bidder from any obligations with respect to its bid or to the contract.

G. Bonds:

The Successful Bidder is not required to furnish a Performance Bond and a Payment Bond for this contract.

H. Collusion:

By submitting a bid in response to this Invitation for Bid, the Bidder represents that in the preparation and submission of this bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I. Compensation:

1. The County shall not pay for any goods or services until the same have been actually received.
2. Successful Bidder shall provide the Purchasing Division their social security number upon request. Proprietorships, partnerships and corporations shall provide their federal employer identification numbers upon request (Va. Code § 2.2-4354.2).
3. The Successful Bidder shall submit a complete itemized invoice on each item or service, which is delivered under the contract. The Successful Bidder shall indicate the purchase order number on the front of each invoice and on the outside of each package or shipping container.
4. Cash discounts shall be deducted in accordance with the terms of the bid.
5. Payment shall be rendered to the Successful Bidder for satisfactory performance compliance with the general terms, conditions and specifications of this bid. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of such goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five (45) days after the Successful Bidder renders an invoice to the County, whichever is later (Va. Code § 2.2-4352).
6. Unless otherwise provided under the terms of the contract for the provisions of goods and services, if the County fails to pay by the payment date, the County agrees to pay

the financial charge assessed by the Successful Bidder, which does not exceed one percent per month (Code of Virginia, Section 2.2-4354.4).

J. Contract Period:

1. The initial contract period shall be for the period of (1) one year. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for (4) four additional one-year periods at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.
3. The Successful Bidder shall give at least 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of (5) five years.

K. Controlling Law; Venue

This contract is made, entered into, and shall be performed in the County, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this Invitation for Bid, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

L. County License Requirement:

1. If a business is located in the County, it shall be unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your bid. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.
2. If you are a contractor or speculative builder and (i) your principal or branch office is in the County or (ii) you do more than \$25,000 of business in the County, you are required to have a business license from the County. If you meet either of the above requirements, include a copy of your current license with your bid. The terms "contractor" and speculative builder" are defined in the County Code, §§ 20-558 and 20-560. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

M. Termination by County:

1. The County may terminate the contract for cause or for convenience.
2. Termination for Cause
 - a. If the Successful Bidder fails to perform the contract, in whole or in part, the County shall give the Successful Bidder written notice of the default and the opportunity to cure it by a stated deadline.
 - b. If the Successful Bidder fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Bidder. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.

- c. Unless the notice of termination states otherwise, the Successful Bidder shall stop performing the contract when it receives the notice of termination.
- d. An equitable adjustment in the contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Bidder receives the notice of termination minus the County's cost to complete the Successful Bidder's work. The Successful Bidder shall not be entitled to payment for services rendered or goods delivered after the date the Successful Bidder receives the notice of termination or for reimbursement of any cost the Successful Bidder incurs after the date the Successful Bidder receives the notice of termination. If the County's cost to complete the Successful Bidder's work exceeds the unpaid balance due to the Successful Bidder, the County will not owe the Successful Bidder any money; instead, the Successful Bidder shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
- e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Bidder shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
- f. If the Successful Bidder receives two notices of default, the County shall not be obligated to give the Successful Bidder the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
- g. If it is determined that the Successful Bidder knowingly made a false certification in violation of the Responsible Bidder Certification section of this IFB, the County may terminate the contract for cause. In terminating the contract for this cause, the County shall not be obligated to give the Successful Bidder the opportunity to cure.
- h. If any act or omission of the Successful Bidder (including the Successful Bidder's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Bidder the opportunity to cure its default but may terminate the contract in accordance with this section.
- i. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Bidder. Termination of the contract for cause does not relieve the Successful Bidder of liability for damages the County sustains because of the Successful Bidder's breach.

3. Termination for Convenience

- a. The County may terminate the contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.

- b. The County must give the Successful Bidder written notice of a termination for convenience. The notice must specify the extent to which the contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
- c. An equitable adjustment in the contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Bidder receives the notice of termination. The Successful Bidder shall not be entitled to payment for services rendered or goods delivered after the date the Successful Bidder receives the notice of termination, and the Successful Bidder shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
- d. Unless the County's notice specifies otherwise, the Successful Bidder must stop work on the date it receives the notice of termination.
- e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Bidder shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Bidder shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Bidder shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

N. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

- 1. 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.
- 2. 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 the Virginia Public Procurement Act, 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.

O. Employment Discrimination by Successful Bidder Prohibited:

- 1. During the performance of this contract, the Successful Bidder agrees as follows (Va. Code § 2.2-4311):
 - a. The Successful Bidder 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 Successful Bidder. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.

- b. The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder, 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 Successful Bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

P. Employment of Unauthorized Aliens Prohibited:

As required by Va. Code §2.2-4311.1, the Successful Bidder does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Q. Environmental Management:

The Contractor shall comply with all applicable federal, state, and local environmental regulations. The Contractor is required to abide by the County's Environmental Policy Statement: http://www.henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Contractor shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Contractor shall immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

R. General:

1. Sealed bids in accordance with the conditions, specifications, and instructions below and on the attached sheets or drawings hereto, if any, will be received through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) until, but no later than the time and date specified in the Invitation for Bid. **Sealed bids will only be accepted through eVA.**
2. In the solicitation or awarding of contracts, the County shall not discriminate because of the race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.
3. The County utilizes the Commonwealth of Virginia eVA Supplier Web Site for selection of Bidders. If your company is not registered, a supplier application is available on the eVA web site, <https://eva.virginia.gov>.

S. Indemnification:

The Successful Bidder agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more

of the Indemnified Parties by any person, including any employee of the Successful Bidder, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Bidder, provided that such liability is not attributable to the sole negligence of the County.

T. Insurance:

The Successful Bidder shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Bidder or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (See Attachment E)

U. Modification of Bids:

1. A bid may be modified or withdrawn by the Bidder any time prior to the time and date set for the receipt of bids.
2. Modified and withdrawn bids may be resubmitted through eVA up to the time and date set for the receipt of bids.
3. No bid can be withdrawn after the time set for the receipt of bids and for ninety (90) days thereafter except as provided under the Withdrawal of Bid due to Error section.

V. Negotiation with the Lowest Bidder:

1. If all bids received exceed the available funds for the proposed purchase, the County, pursuant to County Code provisions, may meet with the lowest responsive and responsible Bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds (County Code 16-48).
2. After bid negotiations, the lowest responsible Bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
3. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible Bidder based upon the amended bid.
4. If the County and the lowest responsible Bidder cannot negotiate a contract within available funds, all bids shall be rejected.

W. No Discrimination against Faith-Based Organizations:

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

X. Opening of Bids:

1. All bids received on time by the Purchasing Division through eVA, the Commonwealth of Virginia's Procurement Portal (<https://eva.virginia.gov>) will be opened and publicly read aloud through a WebEx meeting at <https://henrico.webex.com/meet/whi171> and by

phone at 1(415) 655-0002 US Toll; Access Code 2314-201-8212. The WebEx meeting will be made available for joining five (5) minutes prior to public opening.

2. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract (Va. Code § 2.2-4342C).
3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records (Va. Code § 2.2-4342E).

Y. Product Evaluation/Testing:

1. The Purchasing Division shall have the option to evaluate and/or test any item offered in this Invitation for Bid prior to award of the contract. If the Purchasing Division elects to evaluate and/or test an item, the Bidder shall provide all samples required for evaluation and/or testing at no charge within **7 (seven) calendar days** of the request by the Purchasing Division. Samples shall be sent to:

County of Henrico
Attention: Porsche K. White
Purchasing Division
8600 Staples Mill Road
Henrico, VA 23228

2. Upon the completion of the evaluation and/or testing by the Purchasing Division, the Bidder shall be responsible for the pick-up/return freight of the samples. If return arrangements are not confirmed within seven (7) calendar days after notification from the Purchasing Division that samples are available for return, the Purchasing Division reserves the right to dispose of said samples.

Z. Record Retention/County Audits:

1. The Successful Bidder shall retain, during the performance of the contract and for a period of five years from the completion of the contract, all records pertaining to the Successful Bidder's bid and any contract awarded pursuant to this Invitation for Bid. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Successful Bidder's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Bidder's normal working hours.
2. County personnel may perform in-progress and post-performance audits of the Successful Bidder's records as a result of a contract awarded pursuant to this Invitation for Bid. Files shall be available on demand and without notice during normal working hours.

AA. Safety:

1. The Successful Bidder shall comply with and ensure that the Successful Bidder's personnel comply with all current applicable local, state and federal policies, regulations

and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and materials to safely accomplish the work specified and performed by the Successful Bidder.

2. The Successful Bidder shall have at each location at which the Successful Bidder provides goods and/or services, a supervisor who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Bidder's personnel from the work site.
3. In the event the County determines any operations of the Successful Bidder to be hazardous, the Successful Bidder shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Minority-, Woman-, Service Disabled Veteran-Owned, Small Business and Employment Services Organizations:

1. It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.
2. The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.
3. All formal solicitations are posted on the Commonwealth of Virginia eVA website and the County's website at <https://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link.

CC. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Bidder desires to subcontract some part of the work specified in the Contract, the Successful Bidder shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Bidder shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

DD. Submission of Bids:

1. All Bidders shall use the enclosed Bid Form in submitting their bid prices through eVA. **The Purchasing Division shall not accept oral bids or bids received by telephone,**

telecopier (FAX machine), email or hard copy submissions. Bids will only be accepted through eVA.

2. All prices must be F.O.B. delivered to the point as indicated in this bid. The County will grant no allowance for boxing, crating, or delivery unless specifically provided for in this bid.
3. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the bid, may be rejected by the Purchasing Division as being incomplete or nonresponsive.
5. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the bid.
6. Bidders must upload and submit all required documents and pricing by the time and due date for the Bids. eVA will automatically determine the time for the receipt of Bids. eVA will not permit a Bidder to submit a Bid after the time for receipt of bids. Bidders bear all responsibility for ensuring their Bids and supporting documentation are submitted on time. The County bears no responsibility for a Bidder's inability to submit a complete Bid submission timely for any reason, any problems with internet connectivity, or the Bidder inability to access eVA. Bidders are encouraged to submit bids with sufficient time to resolve any technical problems they may experience.
7. The time for the receipt of bids shall be determined by the time clock in eVA. Bidders are responsible for ensuring that their bids are submitted in eVA by the deadline indicated.
8. All bids received in eVA by the deadline indicated will be kept sealed and unopened until the time and date set for the opening of bids.
9. All line items must be filled in. It is understood and agreed, if Bidder indicates a "0" dollar amount on the Bid Form, the product or service shall be provided at no charge.

EE. Successful Bidder's Obligation to Pay Subcontractors:

1. The Successful Bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to the Successful Bidder by the County for work performed by the Successful Bidder's subcontractor(s) under the contract (Va. Code § 2.2-4354):
2. Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
3. Notify the County and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

4. The Successful Bidder shall pay interest to the subcontractor(s) on all amounts owed by the Successful Bidder that remain unpaid after seven (7) days following receipt by the Successful Bidder of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed in subparagraph 1.(b) of this section. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
5. The Successful Bidder 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(s).
6. The Successful Bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

FF. Successful Bidder's Performance:

1. Goods and services must be delivered and rendered strictly in accordance with this bid and shall not deviate in any way from the terms, conditions, prices, quality, quantity, delivery instructions, and specifications of this bid.
2. All goods and/or services delivered and/or rendered shall comply with all applicable federal, state, and local laws, and shall not infringe any valid patent or trademark. The Successful Bidder shall indemnify, keep, save, and hold the County, its officers and employees, harmless from any liability for infringement and from any and all claims or allegations of infringement by the Bidder or the County, its officers and employees, arising from, growing out of, or in any way involved with the goods delivered or services rendered pursuant to this purchase.
3. In the event that suit is brought against the County (including Henrico County Public Schools), its officers and/or its employees, either independently or jointly with the Successful Bidder, the Successful Bidder shall defend the County, its officers and employees, in any such suit at no cost to the County and the County's officers and employees. In the event that final judgment is obtained against the County, its officers, and/or its employees, either independently or jointly with the Successful Bidder, then the Successful Bidder shall pay such judgment, including costs and attorney's fees, if any, and hold the County, its officers and employees, harmless therefrom.
4. The Successful Bidder shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
5. The Successful Bidder shall not, in its product literature or advertising, refer to this purchase or the use of the Bidder's goods or services by the County, Virginia.
6. The Successful Bidder shall cooperate with County officials in performing the specified work so that interference with the County's activities will be held to a minimum.
7. The Successful Bidder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry

under Title 40.1 of the Code of Virginia shall apply to all work under this purchase order.

GG. Taxes:

1. The County is exempt from the payment of federal excise or state sales taxes on all tangible, personal property for its use or consumption except taxes paid on materials that will be installed by the Bidder and become a part of real property.
2. If a Bidder is bidding on materials that require installation by the Bidder and become a part of real property, the applicable taxes shall be included in the lump sum bid price for the installation of the material and not as a separate charge for taxes. The taxes shall be an obligation of the Successful Bidder and not of the County, and the County shall be held harmless for same by the Successful Bidder.
3. The Purchasing Division will furnish a Tax Exemption Certificate (Form ST-12) upon request and if applicable to this contract.
4. When a Bidder lists a separate tax charge on the Bid Form and the tax is not applicable to the purchase by the County, the Bidder will be allowed to delete the tax from its bid.

HH. Non-Exclusive Contract.

Nothing in this Invitation for Bid constitutes an offer or promise to purchase any goods or services exclusively from the Successful Bidder. The County reserves the right to purchase good and services similar to, or the same as, the goods and services that are subject of this Invitation for Bid from other sources.

II. Trade Secrets/Proprietary Information:

Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)).

JJ. Use of Brand Names/Product Information:

1. Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted (Va. Code § 2.2-4315).
2. If bidding other than specified, the Bidder will clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the Bid Form to enable the Purchasing Division to determine whether the product offered meets the requirements of the solicitation. Safety Data Sheets and descriptive literature will be provided with the Bid Form for each chemical and/or compound offered. Failure to do so may cause the bid to be considered nonresponsive and rejected.

3. It shall be understood that the burden of proof for an “equal” product shall be and remain the sole responsibility of the Bidder. The County’s decision of approval or disapproval of a proposed alternate shall be final. Nothing herein is intended to exclude any responsible Bidder, its product or service or in any way restrain or restrict competition.

KK. Withdrawal of Bid Due to Error (Other than Construction):

1. A Bidder may withdraw its bid from consideration if the price bid was substantially lower than the next low responsive bid due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
2. The Bidder shall give written notice of their claim to withdraw their bid to the Purchasing Division within two business days after the conclusion of the bid opening procedure. (Va. Code § 2.2-4330). Written notice shall be emailed to the Purchasing Director at kno008@henrico.us with a copy to Porsche K. White at whi171@henrico.us and must include all work papers, documents and materials used in the preparation of the Bid.
3. The Purchasing Division will inspect the written evidence submitted by the Bidder with the request and if the Purchasing Division can verify to its satisfaction and sole discretion that the mistake was a non-judgmental mistake, the Bidder will be allowed to withdraw the bid.
4. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%). (Va. Code § 2.2-4330C).
5. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit directly or indirectly from the performance of the project for which the withdrawn bid was submitted.
6. If a bid is withdrawn under authority of this section, the next lowest responsive and responsible Bidder shall be deemed to be the low Bidder.
7. If the Purchasing Division denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such Bidder is a responsible and responsive Bidder.

LL. Occupational Safety & Health Policy Statement:

The Contractor shall comply with all applicable federal, state, and local occupational safety and health standards. The Contractor is required to abide by the County’s Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Contractor shall be properly trained and have any necessary certifications to carry out occupational safety and health policy

responsibilities. The Contractor shall immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

MM. Responsible Bidder Certification

1. “Responsible bidder” means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
2. In determining whether a Bidder is responsible, the County will consider whether the Bidder has defaulted on any government contract in the last five years; whether any government has terminated a contract with the Bidder for cause in the last five years; and whether Bidder or any of its officers, directors, partners, or owners is currently barred from bidding on contracts by any federal, state, or local government agency.
3. As part of its submission, Bidder must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract Bidder defaulted.
4. As part of its submission, Bidder must certify that no government has terminated a contract with the Bidder for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Bidder for cause.
5. As part of its submission, Bidder must certify that neither it nor any of its officers, directors, partners, or owners is currently barred from bidding on contracts by any federal, state, or local government body. If Bidder cannot make such certification, Bidder must explain any ban in reasonable detail. The County may deem any such explanation insufficient if it does not include contact information for the public body that barred Bidder or Bidder’s officer, director, partner, or owner from bidding on any federal, state, or local government body’s contract.
6. If the Bidder fails to submit certifications or explanations in accordance with this section, the County may deem the bid nonresponsive and reject it.
7. The Bidder must notify the County immediately if the Bidder discovers that its certification was erroneous when submitted or has become erroneous.
8. The fact that a Bidder defaulted on a government contract in the last five years; the fact that a government terminated a contract with the Bidder for cause in the past five years; or the fact that Bidder or any of its officers, directors, partners, or owners has been barred from bidding on contracts by any federal, state, or local government body will not necessarily result in the County deeming the Bidder nonresponsive.
9. If it is later determined that the Successful Bidder knowingly made a false certification, the County may terminate the contract for cause.

BID FORM

County of Henrico
 Department of Finance
 Purchasing Division
 8600 Staples Mill Road
 P. O. Box 90775
 Henrico, Virginia 23273-0775

I/We hereby propose to furnish all tools, labor and equipment necessary to provide inside delivery of **Chemical Toilet & Handwashing Station Rental Services**, in accordance with the enclosed general terms, conditions and specifications contained in **IFB No. 23-2598-10PKW**. The Bid Form must be completed in blue or black ink. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

PRICES QUOTED SHALL BE FOB DESTINATION. Freight charges shall be included in the bid price.

Quantities listed are an estimate only; actual usage could be more or less during the contract period. Formula is calculated: Unit Price X Estimated Usage = Total Unit Price.

Type	Unit Price per Month	Estimated Usage per Year	Total Unit Price
Year Round - Standard	\$_____	25	\$_____
Year Round – ADA Compliant	\$_____	15	\$_____
Seasonal - Standard	\$_____	100	\$_____
Seasonal - ADA Compliant	\$_____	40	\$_____
Special Event - Standard	\$_____	220	\$_____
Special Event - ADA Compliant	\$_____	60	\$_____
Other Services			
Extra Pumping – Per Toilet Basis	\$_____	15	\$_____
Handwashing Station (45 Gal. Minimum)	\$_____	45	\$_____
Total Bid Price:			\$_____

My/Our payment terms are:_____. If Bidder offers a cash discount for prompt payment, it will only be considered in determining the lowest responsible Bidder if the Bidder allows at least twenty (20) days for the prompt payment after the goods or services are received or after the invoice is rendered, whichever is later.

Indicate whether your business ____is or ____is not located in the County, if it is, please include a copy of your County business license with your bid.

I/We acknowledge the receipt of:

Addendum No._____Dated_____.

Addendum No._____Dated_____.

Addendum No._____Dated_____.

BID SIGNATURE SHEET

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid (“IFB”) **23-2598-10PKW – Chemical Toilet & Handwashing Station Rental Services.**

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

**ATTACHMENT A
BUSINESS CATEGORY CLASSIFICATION FORM**

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT B

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Bidder:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT C

BIDDER'S REFERENCE SHEET

Each Bidder shall complete this Bidder's Reference Sheet for evaluation by the County of Henrico and submit it with the Bid Form.

1. Years in Business: Indicate the length of time you have been in business providing this type of goods/services.

2. Reference:

Indicate below a listing of at least 3 recent references for which you have provided this type of goods/services. Include the date service was furnished and the name and address of the client; and the name, email address and telephone number of the contact person.

1. Date: _____
Client: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email: _____
2. Date: _____
Client: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email: _____
3. Date: _____
Client: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email: _____



SAMPLE CONTRACT

Services Contract Contract No. 23-2598-10PKW

This Services Contract (this “Contract”) entered into this [#] day of [month] 20[##], by the County of Henrico, Virginia and [Bidder’s Name], a [state] [corporation *or* limited liability company *or etc.*], and its successors it assigns (the “Contractor”).

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide **Chemical Toilet & Handwashing Station Rental Services** to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract shall be [insert information, referenced document (*e.g. Appendix A*), matrix, etc.].

CONTRACT TERM: The Contract term shall be for a period of 1 year beginning [date] and ending [date]. The County may renew the Contract for up to (4) four-year terms giving 30 days’ written notice before the end of the term unless Contractor has given the County written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This Services Contract between the County and Contractor.
2. Invitation for Bid No. **23-2598-10PKW**, dated [date] (as modified by any addenda).
3. The Contractor’s bid dated [date].

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]
[Address]
[City, State, Zip]

County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775

Signature

Signature

Printed Name and Title

[Purchasing Director Name]
Purchasing Director

Date

Date

ATTACHMENT E
Insurance Specifications
County of Henrico

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.

- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.

- Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F

The following list contains the current location of standard and ADA Compliant (ADA) chemical toilets. Henrico County reserves the right to add or remove locations and quantities of chemical toilets at any time throughout the contract length.

YEAR ROUND	QUANTITY	TYPE
Four Mile Creek 9525 Deep Bottom Rd, Henrico, VA 23231	3	Standard
Hunton Recreation 11690 Old Washington Hwy, Glen Allen, VA 23059	1	ADA
Fairfield Middle School 5121 Nine Mile Road, Richmond, VA 23223	1	Standard
Fairfield Middle School 5121 Nine Mile Road, Richmond, VA 23223	1	ADA
Woodland Cemetery 2300 Magnolia Rd, Richmond, VA 23223	1	Standard
SEASONAL		
Sandston Air Base Wilson Way & Huntsman	1	Standard
Sandston Air Base Wilson Way & Huntsman	1	ADA
Brookley Road Field 10840 Brookley Road, Henrico, VA	1	Standard
Club Road Fields 6000 Club Rd Henrico, VA 23228	1	Standard
Crestview Elementary 1901 Charles St, Richmond, VA 23226	1	Standard
Elko Recreation 6216 White Oak Rd, Sandston, VA 23150	1	Standard
Elko Middle School 5901 Elko Rd, Henrico, VA 23150	1	Standard
Freeman High School 8701 Three Chopt Rd, Henrico, VA 23229	1	Standard
Glen Lea Elementary 3909 Austin Ave, Richmond, VA 23222	1	Standard
Holladay Elementary 7300 Galaxie Rd, Henrico, VA 23228	2	Standard
Holman Middle School 600 Concourse Blvd, Glen Allen, VA 23059	2	Standard
Hungary Creek Middle School 4909 Francistown Rd, Glen Allen, VA 23060	2	Standard
J. Sargeant Reynolds Community College – Recreation area 1651 E Parham Rd, Richmond, VA 23228	3	Standard
J. Sargeant Reynolds Community College – Recreation area 1651 E Parham Rd, Richmond, VA 23228	1	ADA
Klehr Field 8000 Diane Lane, Henrico, VA 23227	1	Standard
Lakeside Elementary 6700 Cedar Croft St, Henrico VA	1	Standard
Laburnum Elementary 500 Meriwether Ave, Henrico VA	1	Standard

Laurel Recreation 10301 Hungary Spring Road, Glen Allen, VA 23060	1	Standard
Meadow Farm Museum 3400 Mountain Rd, Glen Allen, VA 23060	1	Standard
Mehfoud Elementary 8320 Buffin Rd, Richmond, VA 23231	1	Standard
Montrose Elementary 2820 Williamsburg Rd, Richmond, VA 23231	1	Standard
Moody Middle School 7800 Woodman Rd, Henrico, VA 23228	2	Standard
Pemberton Elementary 1400 Pemberton Rd, Henrico, VA 23233	1	Standard
Pocahontas Middle School 12000 Three Chopt Rd, Henrico, VA 23233	2	Standard
Quioccasin Middle School 9400 Quioccasin Rd, Richmond, VA 23238	1	Standard
Short Pump Middle School 4701 Pouncey Tract Rd, Glen Allen, VA 23059	1	Standard
Trevvett Elementary 2300 Trevvett Dr, Henrico, VA 23228	1	Standard
Tuckahoe Middle School 9000 Three Chopt Rd, Richmond, VA 23229	1	Standard
Tuckahoe Park / Little League 2400 Little League Dr, Henrico, VA 23233	5	Standard
Tuckahoe Park / Little League 2400 Little League Dr, Henrico, VA 23233	2	ADA
Varina High School 7053 Messer Rd, Henrico, VA 23231	1	Standard
SPECIAL EVENTS (usually a weekend several times a year)		
Glover Park 11217 Greenwood Rd, Glen Allen, VA 23059	3-5	Standard
Glover Park 11217 Greenwood Rd, Glen Allen, VA 23059	1-3	ADA
Meadow Farm Museum 3400 Mountain Rd, Glen Allen, VA 23060	2-30	Standard
Meadow Farm Museum 3400 Mountain Rd, Glen Allen, VA 23060	2-10	ADA
Dorey Park 2999 Darbytown Rd, Henrico, VA 23231	3-20	Standard
Dorey Park 2999 Darbytown Rd, Henrico, VA 23231	1-5	ADA
Capital Park 6900 Wilkinson Rd, Richmond, VA 23227	3-4	Standard
Osborne Park 9530 Osborne Turnpike, Henrico, VA 23231	3-4	Standard
Osborne Park 9530 Osborne Turnpike, Henrico, VA 23231	1-2	ADA
Miscellaneous Sites – occasional requests will be made to supply toilets to sites needing repairs – broken water line, etc.		