

INVITATION FOR UNSEALED BID # 22-10 *THIS IS NOT AN ORDER*

MONTGOMERY COUNTY PURCHASING DEPARTMENT 755 Roanoke Street, Suite 2C CHRISTIANSBURG, VA 24073

DATE		BID OPENING DATE AND HOUR
February 3, 2022		February 22, 2022 3PM

BIDDERS ADDRESS

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
 Jeff Groseclose, CPPB, VCO, VCA
 Purchasing Manager
 E-MAIL ADDRESS: groseclosejb@montgomerycountyva.gov
 TELEPHONE NUMBER (540) 382-5784
 FAX NUMBER (540) 382-5783

COMMODITY: Portable Toilets for the Montgomery County General Services and Parks and Recreation

SPECIAL INSTRUCTIONS

1. Faxed responses to Sealed Bids cannot be sent directly to the Purchasing Department, see Number 13. "Facsimile Bids" of the attached General Terms and Conditions.
2. Responses must be submitted on this form and the attachment (s) provided.
3. Responses should be signed below.
4. Responses will be received in the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, VA 24073 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information.
6. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
7. Attachment A is incorporated by reference into this invitation for sealed bid and any resulting contract.

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED IN ATTACHMENT A, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER

THIS IS NOT AN ORDER

MONTGOMERY COUNTY

INVITATION FOR UNSEALED BID NUMBER 22-10

Portable Toilets for the Montgomery County General Services and Parks and Recreation

I. PURPOSE

The intent and purpose of this Invitation For Unsealed Bid is to establish a term contract with one qualified source that can provide rental and servicing of Portable Toilets and hand washing stations to be placed at various sites on an as needed basis for the Montgomery County General Services Division and Parks and Recreation, herein after referred to as "County."

II. CONTRACT PERIOD

A. The initial term of this contract will be from April 1, 2022 through March 31, 2023. The contract may be renewed by the County upon written agreement of both parties. The contract may be renewed for four successive one year periods, under the terms of the contract, and at a reasonable time prior to the expiration.

III. **BACKGROUND:** The County's General Services Department operates several consolidated sites which have replaced the use of dumpsters for trash collection. Each site has an attendant. Currently, there is a need to rent portable toilets and portable hand washing stations at ten sites. The sites are located at Prices Fork, Elliston-Lafayette, Ellett Valley, Coal Bank Hollow, Christiansburg Wayside, Rogers, Riner, Plum Creek, McCoy and Merrimac. Rentals will be on an annual basis.

The County's Department of Parks & Recreation requires the rental of portable toilets at five different sites at various times throughout the year. The sites are at Auburn Elementary, Mid-County Park, Eastern Montgomery Elementary, Eastern Montgomery High and Auburn High. Additional sites may be added as needed. Several sites require two or more portable toilets.

The number and sites may vary throughout the term of the contract.

IV. **CONTRACTOR REQUIREMENTS:** The Contractor shall provide all labor, tools, materials parts, equipment and all incidentals required and/or implied for the complete and satisfactory delivery, rental, and servicing of the portable toilets to the various sites located throughout the County. All repairs to toilets and hand washing stations are to be performed under this contract as part of the unit pricing. You may replace the current equipment with equipment of your own to properly service. The Contractor is responsible for the following requirements:

- A. The contractor shall provide Polyportables or Taurus brand portable toilets, or approved equal. Bidders are to submit product information with their bid.
- B. The Contractor shall be responsible for delivering and setting up the portable Toilet at each requested site within 3 working days of a request.
- C. The Contractor shall provide service as required.
- D. The Contractor shall remove a portable toilet within three days of a request.

- E. The Contractor shall provide a single hand washing station at each of the consolidated site locations. The units must be supplied with water, soap, hand sanitizer and towels.
- F. The Contractor shall provide on an as needed basis, a portable toilet unit with a sink inside the unit.

V. **INVOICES:** Shall be submitted at the end of each month for the services provided. Invoices shall be submitted separately for each of the following departments:

Tabatha Dulaney
 General Services
 755 Roanoke Street, Suite 1C
 Christiansburg, Virginia 24073-3172

Chris Slusher, Recreation Supervisor
 Parks & Recreation
 755 Roanoke Street, Suite 1E
 Christiansburg, Virginia 24073-3174

Payment will be made by the County to the Contractor within thirty (30) days of receipt of correct invoice.

VI. **PRICING SCHEDULE/AWARD:** Pricing shall be for the services as described herein. Pricing shall remain fixed during the initial year of the contract. The award will be determined on a grand total basis. Montgomery County reserves the right to make separate awards, reject any or all bids, in whole or in part, to waive minor informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Montgomery County to be in its best interest.

	Description	Qty/Unit	Unit Price	Contract Total
A.	Monthly rental/servicing of ten(10) portable toilets for General Services located at various sites.	1/each for	\$____x (10 x 12)	\$____
B.	Monthly rental/servicing of nine(9) Portable toilets for Parks & Recreation located at various sites.	1/each for	\$____ x 9 toilets	\$____
C.	Daily rental/servicing of one (1) portable toilet for Parks & Recreation located at various sites that requires rental for less than a full month.	1/day for	\$____ x 75 days	\$____
D.	Daily rental/servicing of one (1) handicap Portable toilet as needed.	1/day for	\$____x 10 days	\$____
E.	Monthly rental/servicing of ten (10) single hand wash stations for consolidated sites at various locations.	1/each for	\$____x (10 x 12)	\$____
F.	Monthly rental/servicing of one (1) portable unit with a sink inside	1/each for	\$____x 1 toilet	\$____

GRAND TOTAL \$_____

VII. CURRENT CONTRACT LOCATION REQUIREMENTS

GENERAL SERVICES – Portable Toilets and portable hand washing stations at each location

	LOCATION	QUANTITY	TIME PERIOD
1.	PRICES FORK	1/EACH	12 MONTHS
2.	ELLISTON-LAFAYETTE	1/EACH	12 MONTHS
3.	ELLET VALLEY (LUSTER’S GATE)	1/EACH	12 MONTHS
4.	COAL BANK HOLLOW	1/EACH	12 MONTHS
5.	CHRISTIANSBURG WAYSIDE	1/EACH	12 MONTHS
6.	ROGERS	1/EACH	12 MONTHS
7.	RINER	1/EACH	12 MONTHS
8.	PLUM CREEK	1/EACH	12 MONTHS
9.	MCCOY	1/EACH	12 MONTHS
10.	MERRIMAC	1/EACH	12 MONTHS

PARKS & RECREATION

	LOCATION	QUANTITY	TIME PERIOD
1.	AUBURN ELEMENTARY	2	6 MONTHS (Apr 1 – Nov 1).
2.	EASTERN MONTGOMERY HIGH SCHOOL	1	3 MONTHS (Sept 1–Nov 1)
3.	AUBURN HIGH SCHOOL	1	3 MONTHS (Sept1- Nov 1)
4.	MID COUNTY PARK SHELTER 3	1	12 MONTHS
5.	EASTERN MONTGOMERY ELEMENTARY	1	4 MONTHS (Apr 1 – Nov 1)

VIII. CONTRACT ADMINISTRATION

A. Chris Slusher, Recreation Supervisor and Tabatha Dulaney of General Services, or their designee, shall be identified as the Contract Administrators for their respective areas and shall use all powers under the contract to enforce its faithful performance. The Contract Administrators, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrators, or their designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

IX. ATTACHMENTS

- Attachment A - Terms and Conditions
- Attachment B - Standard Contract Form

ATTACHMENT A TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS: https://montgomerycountvva.gov/docs/default-source/purchasing-solicitations/ifb_terms_and_conditions.pdf?sfvrsn=97ffdc9c_2

SPECIAL TERMS AND CONDITIONS:

1. **AWARD OF CONTRACT:** Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on grand total of the pricing scenario. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Montgomery County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.

6. **INSURANCE:**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

7. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, Montgomery County reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to Montgomery County whenever such low bid exceeds Montgomery County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by Montgomery County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. Montgomery County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that Montgomery County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by Montgomery County and the lowest responsive, responsible bidder.
8. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
9. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
10. **SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Montgomery County during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
11. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for Montgomery County use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
12. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.

13. **PRICE ESCALATION/DEESCALATION:** Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: CPI-W Services. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Montgomery County Purchasing Department. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Montgomery County.
Contractor shall give not less than 30 days advance notice of any price increase to the Montgomery County Purchasing Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to Montgomery County; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.
The Montgomery County Purchasing Department will notify the Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Montgomery County Purchasing Department.
14. **RENEWAL OF CONTRACT:** This contract may be renewed by Montgomery County upon written agreement of both parties for four (4) one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
15. **SAFETY:** All contractors working on projects for Montgomery County must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virginia Occupational Health Act (VOSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the VOSHA standards. In addition, the contractor must also provide Montgomery County with a written safety program that he intends to follow in pursuing work under this contract. In lieu of providing such a program, the contractor may elect to comply with the "Montgomery County Safety Guide for Contractors and Subcontractors" and advise Montgomery County in writing of his election to do so. No work under this contract will be permitted until Montgomery County is assured that the contractor has an adequate safety program in effect.
16. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

ATTACHMENT B

**Standard Contract form for reference only
Bidders do not need to fill in this form**

MONTGOMERY COUNTY
STANDARD CONTRACT

Contract Number: _____

This contract entered into this ____ day of _____ 20____, by _____, hereinafter called the "Contractor" and Montgomery County, called "The County".

WITNESSETH that the Contractor and The County, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to The County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Montgomery County in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation for Bid Number _____ dated _____, together with all written modifications thereof and the bid submitted by the Contractor dated _____, all of which contract documents are incorporated herein.

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

Contractor: _____ By: _____
Montgomery County

Title: _____ F. Craig Meadows, County Administrator