



COUNTY OF DINWIDDIE, VIRGINIA
14010 BOYDTON PLANK RD
PO DRAWER 70
DINWIDDIE, VA 23841
<http://www.dinwiddieva.us>

REQUEST FOR QUOTATIONS
Portable Toilets and Hand Washing Stations

RFQ NUMBER: 24-091523 Issued by: Hollie R. Casey
ISSUE DATE: September 15, 2023 Telephone: 804-469-4500 x 2150
DUE DATE/TIME: September 29, 2023, 2 p.m. Email: hcasey@dinwiddieva.us

This solicitation is issued in accordance with the Virginia Public Procurement Act and the Small Purchasing guidelines set forth in the Dinwiddie County Purchasing Policies and Procedures.

Quotations may be submitted via the County's website at www.dinwiddieva.us/purchasing, emailed to hcasey@dinwiddieva.us, or by hardcopy. PLEASE DO NOT FAIL TO SIGN AND DATE YOUR QUOTATION. Send additional data or illustrations if necessary.

Dinwiddie County and the Dinwiddie County School Board seek quotes from qualified vendors to provide portable toilets and hand washing stations on a long-term and as-needed basis.

A. Scope of Work

1. Furnish standard and ADA portable toilets and hand washing stations as needed by the County.
2. Provide units that are clean, in excellent condition, free from defects and graffiti. Units shall be labeled with the vendor's name and phone number on the outside.
3. Portable toilets shall be equipped with working lock system, an occupied/vacant indicator, and a tissue paper holder that is firmly attached to the unit per manufacturer's specifications. The seat cover shall be hinged and in working order.
4. Replace units at any time for any reason if requested by the County.
5. Be responsible for the delivery, pickup, cleaning and maintenance of all units. In case of inclement weather, the contractor shall be responsible for securing all units and repair any damages that should occur as well as to inform County in advance of any missed scheduled delivery of service in replacement, cleaning, maintenance, repair, or delivery of units.
6. Provide weekly services to all units to include:
 - i. Removal of all debris
 - ii. Scrub and sanitize all surfaces including walls, urinal, toilet seat, sink and floor
 - iii. Add fresh water and deodorant solution in the tank
 - iv. Replenish all provided supplies to include toilet paper, paper towels, soap, hand sanitizer, etc.
 - v. Complete or schedule any needed repairs
 - vi. Pump out of holding tanks
 - vii. Record on a label the date serviced with the label affixed inside each unit.
7. Be responsible for all theft, destruction or vandalism of all units.
8. Be responsible for any necessary cleanup, repair or replacements resulting from, but not limited to, any spills or overturns. Overturned units shall be up-righted at no charge to the County within 24 hours of notification.
9. All services shall be provided in accordance with all state and local laws.
10. Be expected to deliver at night, weekends or holidays if any emergency should occur. Be expected to respond to all request within a 24 hour time frame.

11. For short-term rentals, vendor shall pick-up units within 48 hours from the end of the rental period.
12. Types of units:
 - i. Standard portable toilets
 - ii. Standard portable toilets with sinks inside
 - iii. Handicapped/ADA portable toilets
 - iv. Handicapped/ADA portable toilets with sinks inside
 - v. Washing stations
 - vi. Holding tanks
 - vii. Other portable units as requested by the County
13. List of all County locations needing long-term rentals is included as Exhibit A.
14. The County may add or remove locations and units as needed during the term of the contract.
15. Units may be requested on an as-needed basis by the County for emergencies or special events.
16. The resulting contract may be used for incidents, emergencies and other events that may be paid for by federal funds in which case Part B, Special Terms and Conditions for Federally-Funded Projects will apply.

B. General Information

1. Quotes shall include all labor, materials, delivery/pickup, setup and maintenance. They should be free of any federal, state or local taxes. Quotations must show unit price, total price, and grand total. In case of error in the extension of prices, the unit price shall govern.

C. Contractor Requirements

1. Contractor shall maintain a Contractors license through DPOR, if applicable.
2. Contractor shall have an active registration with the Virginia State Corporation Commission, if required.
3. Contractor shall obtain and maintain a Dinwiddie County Business License, if required.

D. Clarification of Terms or Specifications:

If any Vendor has questions about any specifications or other solicitation documents, the Vendor should contact the person issuing the RFQ whose name appears on the face of the solicitation no later than three working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the person issuing the RFQ. All addenda are posted on the County's website at www.dinwiddieva.us/purchasing. It is the Contractor's responsibility to check for addenda.

E. Award:

Award will be made to the vendor that, in the County's opinion, provides the best overall value. Best value will be based on price, availability, experience, and other information provided in the quotation. The County reserves the right to award by item, groups or items or total, to reject any and all quotations in whole or in part, and to waive any informality or technical defect if, in its judgement, is in the best interests of the County.

F. Term of Contract

Contract will be awarded to the successful vendor for an initial period of twelve (12) months, with the option for renewals under the terms, conditions and pricing of the original contract for up to four (4) additional twelve (12) month periods, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract(s) and any renewals of the contract(s) are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall negotiated at time of renewal.

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PART A
GENERAL TERMS AND CONDITIONS

1. Laws, Regulations, and Courts.

- A. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.
- B. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- C. All solicitations or contracts issued by Dinwiddie County shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).

2. Taxes. Pursuant to Virginia Code Section 58.1-609.1(4), the County is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

3. Anti-Discrimination Statement by County. The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

4. Anti-Discrimination Statement by Contractor.

- A. During the performance of the contract, the Contractor agrees to the following provisions.
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

5. Immigration Reform and Control Act of 1986. Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

6. Drug-Free Workplace. 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 Contractor.

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, 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.

7. **Authorization to Transact Business in the Commonwealth.** In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.
8. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.
9. **Insurance.** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

Minimum Insurance Coverage and Limits Required:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer’s Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The “County of Dinwiddie, Virginia, its Officers, agents, and employees” shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County’s insurers.
 4. Automobile Liability - \$1,000,000 combined single limit.
 5. Professional Liability - \$1,000,000 per occurrence.
10. **Debarment Status.** The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state,

or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. Payment.

- A. Contractor shall provide the County with a complete and accurate IRS Form W-9.
- B. Invoices for products/services ordered, delivered, and accepted shall be submitted by the contractor to Dinwiddie County Accounts Payable via email to accounting@dinwiddieva.us or via postal mail to P.O. Drawer 70, Dinwiddie, VA 23841.
- C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- D. The preferred method of payment for invoices under \$5,000 is with a VISA Credit Card. If the vendor accepts VISA payments, they must do so without any fees.
- E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- G. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- H. The Contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the County and the subcontractor(s) within seven days, in writing of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- I. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the contractor of payments from the County, except for amounts withheld as states in Section g above.
- J. These provisions apply to each sub-tier Contractor performing under the primary contractor. A contractor's obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. Availability of Funds. It is understood and agreed between the parties that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Board fail to make annual appropriations for the contract.

13. Assignment of Contract. A contact shall not be assignable by the Contractor in whole or in part without the written consent of the County.

14. Default. It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

15. Changes to the Contract. All contract modifications must be approved by the Dinwiddie County Administrator or his designee. The County will not assume responsibility for the cost of any changes made without proper consent. No

fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

16. Termination of Contract.

A. Termination for Cause.

1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.
2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more

than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

B. Termination for Convenience

1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
 - All amounts then otherwise due under the terms of this contract as of the latest request for payment,
 - Amounts due for work performed subsequent to the latest request for payment through the date of termination, and
 - Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.
2. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

17. **Contractual Disputes.** Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.
18. **Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
19. **Patents, Copyright and Trademark.** The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of such infringement.

PART B
SPECIAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED CONTRACTS

1. Compliance with FEMA Policy. FEMA financial assistance may be used to fund services of this contract. In addition to complying with Section 1 of the General Terms and Conditions, the contractor must also comply with all FEMA policies, procedures and directives.
2. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
3. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Dinwiddie County, the contractor, or any other party pertaining to any matter resulting from the contract.
4. Equal Employment Opportunity. This section applies to construction contracts. During the performance of the contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the portion of the sentence immediately preceding paragraph a and the provision of paragraphs a-g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the

Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.F. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
6. Compliance with the Copeland "Anti-Kickback" Act
 - a. This section applies to construction contracts in excess of \$2,000 paid for by the one of the following programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program.
 - b. Contract. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this contract.
 - c. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
7. Contract Work Hours and Safety Standards Act
 - a. This section is applicable on contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
 - b. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - d. **Withholding for unpaid wages and liquidated damages.** Dinwiddie County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - e. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8. Clean Air Act.
 - a. This section applies to all contracts in excess of \$150,000.
 - b. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
 - c. The contractor agrees to report each violation to Dinwiddie County, and understands and agrees that the County will, in turn, report each violation as required to assure notifications to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
9. Federal Water Pollution Control Act.
 - a. This section applies to all contracts in excess of \$150,000.
 - b. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. §1251 et seq.
 - c. The contractor agrees to report each violation to Dinwiddie County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
10. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Dinwiddie County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Dinwiddie County and the Commonwealth of Virginia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. Access to Records
 - a. The contractor agrees to provide Dinwiddie County, the Commonwealth of Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
 - d. In compliance with Section 1225 of the Disaster Recover Reform Act of 2018, the County of Dinwiddie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
13. Domestic Preference for Procurement. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured projects.

For purposes of this clause:

- a. *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based projects such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. DHS Seal, Logo and Flags. The contractor shall not use the US Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The Contractor shall include this provision in any subcontracts.
15. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**PART C
QUOTE FORM**

RFQ-24-091523

Portable Toilets and Hand Washing Stations

If more space is required to furnish a description of the commodities and/or services or other information, the Vendor may attach a letter thereto which will be made a part of the quotation. All quotations must be submitted and plainly marked using the RFQ number and date. Verbal quotations will not be accepted.

Vendor declares that the quotation is not made in connection with any other vendor submitting a quotation for the same commodity or commodities, and that the quotation is bona fide and is in all respects fair and without collusion or fraud.

All quotations must be signed by a responsible officer or employee, authorized by the Contractor/Vendor, and must include the firm's legal name. Obligations assumed by such signature must be fulfilled.

Submission Date: _____

Federal Tax ID#: _____

DPOR License #: _____

Name of firm: _____ Phone #: _____

By (signature): _____

Type/Print Name: _____ Address: _____

Email Address: _____

No of Full-Time Employees: _____

No of Part-Time Employees: _____

Hours of Operation: _____

Please list all subcontractors, if any:

Company Name

DPOR License #

Please provide a brief description of the company's experience:

Please provide a description of your experience working with local government entities:

Please describe what makes your company unique from others in the industry?

Item No.	Description	Unit Price	Qty	Total
	<i>Monthly Rentals with weekly maintenance</i>	<i>Price Per Month</i>		
1	Standard Portable Toilet		1	
2	Standard Portable Toilet with sink		9	
3	ADA Portable Toilet		3	
4	ADA Portable Toilet with sink		1	
5	Hand Washing Station		3	
6	Holding Tank		3	
GRAND TOTAL				
	<i>Short-Term Rentals</i>	<i>Price Per Day Per Unit</i>	<i>Price per Weekend Per Unit</i>	
7	Standard Portable Toilet			
8	Standard Portable Toilet with sink			
9	ADA Portable Toilet			
10	ADA Portable Toilet with sink			
11	Hand Washing Station			
12	Holding Tank			

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 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.

****NOTE**** >> Check the following box if you have not completed 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 (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

REFERENCES

Vendors shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of service or contract period, location, names, addresses, and phone numbers of Owners. Offerors shall only indicate references they have worked with a minimum of two (2) year. A separate page of references is acceptable if needed for additional space.

Reference #1

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #2

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Reference #3

Name of County, City, Agency or Firm: _____

Address: _____

Contact with Title: _____ Telephone: _____

Types of services provided: _____

Contract Dates: From _____ To _____

Exhibit A
Long-Term Rentals

The following County locations require long-term rentals with weekly cleanings.

Location/Address	Units Needed
McKenney Manned Site 11206 Marquerita Ragsdale Drive McKenney, VA 23871	1 – Standard Portable Toilet with Sink
Dinwiddie Manned Site 13542 Boydton Plank Road Dinwiddie, VA 23841	1 – Standard Portable Toilet with Sink
Old Hickory Manned Site 19522 McKenney Highway Stony Creek, VA 23882	1 – Standard Portable Toilet with Sink
Old Stage Manned Site 14475 Old Stage Road Dinwiddie, VA 23841	1 – Standard Portable Toilet with Sink
Rohoic Manned Site 22578 Airpark Drive North Dinwiddie, VA 23803	1 – Standard Portable Toilet with Sink
Hart Road Manned Site 19900 River Road Sutherland, VA 23885	1 – Standard Portable Toilet with Sink
Ford Manned Site 8701 Claystreet Road Ford, VA 23850	1 – Standard Portable Toilet with Sink
Dinwiddie Waste Management 10817 Wheelers Pond Road Dinwiddie, VA 23841	1 – Standard Portable Toilet with Sink
Wilsons Manned Site 2025 Springston Road Wilsons, VA 23894	1 – Standard Portable Toilet with Sink
Lake Chesdin Boat Landing Off of River Road	1 – ADA Portable Toilet with Sink
Dinwiddie Sports Complex 5850 R. B. Pamplin Drive Sutherland, VA 23885	<u>By Football Field</u> 1 – ADA Portable Toilet 1 - Standard Portable Toilet 1 – Hand Washing Station

	<u>By Soccer Field</u> 1 – ADA Portable Toilet 1 – Hand Washing Station
Eastside Enhancement Center 7301 B. Boydton Plank Road North Dinwiddie, VA 23803	<u>By Picnic Shelter</u> 1 – ADA Portable Toilet 1 – Hand Washing Station