

INVITATION FOR SEALED BID # 16-38 *THIS IS NOT AN ORDER*

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

DATE	BID RETURN DATE AND HOUR	BID OPENING DATE AND HOUR
May 2, 2016	May 31, 2016 3PM	May 31, 2016 3PM

BIDDERS ADDRESS

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
 Heather M, Hall, C.P.M., VCO
 Director of Purchasing
 E-MAIL ADDRESS: hallhm@montgomerycountyva.gov
 TELEPHONE NUMBER (540) 382-5784
 FAX NUMBER (540) 382-5783

COMMODITY: Fire Hydrant Maintenance and Flow Testing

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. Enclose a self-addressed stamped envelope if you wish to obtain price information.
6. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED BY MONTGOMERY COUNTY 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 SEALED BID NUMBER 16-38

Fire Hydrant Maintenance and Flow Testing

I. PURPOSE

The intent and purpose of this Invitation for Sealed Bid is to establish a term contract with one qualified source that can provide Fire Hydrant Maintenance and Flow Testing Services. The information gained from the Flow Testing will be recorded and maintained within the Montgomery County Public Service Authority (PSA) database by PSA personnel.

II. Scope of Work:

The PSA desires to enact a Fire Hydrant Maintenance and Flow Testing Program. The selected contractor shall be responsible for the maintenance, flow testing and painting of all fire hydrants under the jurisdiction of the PSA in a timely manner. This maintenance shall consist of inspecting, cleaning, and maintaining of the hydrants and clearing of weeds and debris to insure that each hydrant is in a serviceable condition. The PSA currently maintains approximately 340 fire hydrants within its service areas. Work shall be completed within 60 days after issuance of a Notice to Proceed.

III. Contractor's Responsibility:

Contractor shall provide all tools, transportation, camera, test equipment adequate for expected pressure (up to 250 psi) and flow rate (up to 2,500 gpm), flow equipment, dechlorination equipment for both chlorinated and chloraminated water, and labor necessary for completion of the Public Service Authority Hydrant Inspection and Maintenance Program per the attached worksheets.

Contractor shall perform work in compliance with local, State and National regulations, as well as the Public Service Authority Hydrant Inspection and Maintenance Program.

The contractor shall notify the PSA prior to the initiation of any fire hydrant flowing or testing procedures on hydrants owned by the PSA. The anticipated location and duration of such activities shall be given. The PSA shall also be notified upon completion of such activities.

Fire hydrant discharge must be dechlorinated if any circumstances exist that require dechlorination. These conditions include, but are not limited to, wetlands, streams, rivers or channels in the path of or downstream of the hydrant flow. Contractor will supply dechlorination equipment acceptable to the PSA, and is responsible for any and all damage which may occur as the result of hydrant flowing.

Proper care must be taken to insure that property damage and inconvenience are kept to the least degree possible. Public safety must be maintained. When necessary, flow will be diverted via hoses to avoid public hazard or property damage, including to highways, driveways, residences, buildings, gardens, etc. Any debris from hydrant discharge shall be swept or cleared from roads, streets, and drives. Contractor shall carry appropriate insurance and licensing.

ATTACHMENT A TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

http://www.montgomerycountva.gov/filestorage/16277/16344/16633/16661/IFB_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **AWARD OF CONTRACT:** Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. 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. **IDENTIFICATION OF SEALED BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and addressed as follows:
MONTGOMERY COUNTY
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, Virginia 24073-3179
Reference the opening date and hour, and Bid Number in the lower left corner of the envelope or package.
If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other correspondence or other bids should be placed in the envelope. Bids may be hand delivered to the Montgomery County Purchasing Department.
6. **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.
7. **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 - \$500,000.00The 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.
8. **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.
9. **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.
10. **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.
11. **AS-BUILT DRAWINGS:** The Contractor shall provide Montgomery County a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide Montgomery County with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to Montgomery County upon completion of the work and prior to final payment.

12. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and/or subcontractor is properly licensed for providing the goods/services specified

Contractor Name: _____ Subcontractor Name: _____

License #: _____ Type: _____

13. **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.
14. **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.
15. **MAINTENANCE MANUALS:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
16. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
17. **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.
18. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.
19. **LIQUIDATED DAMAGES:** Liquidated Damages shall be \$100.00 per day for every day over the 60 day period.

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:

Montgomery County Public Service Authority

By: _____

By: _____

Title: _____

M. Todd King, PSA Chairman