

INVITATION FOR BID # 23-05

COUNTY OF MONTGOMERY
 PURCHASING DEPARTMENT
 755 ROANOKE STREET, SUITE 2C
 CHRISTIANSBURG, VA 24073-3179

DATE		BID OPENING DATE AND HOUR	SEALED BID
September 12, 2022		September 29, 2022 3:00PM	NO

ADDRESS ALL INQUIRES AND
 CORRESPONDENCE TO:
 Montgomery County Purchasing Department
 755 Roanoke Street, Suite 2C
 Christiansburg, VA 24073-3179
 Jessica Albert, VCO
 Telephone Number: (540) 382-5784
 Fax Number: (540) 382-5783
 e-mail address:
mcpurchasing@montgomerycountyva.gov

SPECIAL INSTRUCTIONS

1. **Unsealed Bid** responses should be returned in an envelope with the bid number and opening date indicated on the outside of the envelope. Responses may also be emailed to mcpurchasing@montgomerycountyva.gov or faxed to 540-382-5783.
2. The bidder is responsible to confirm emailed or faxed responses are received.
3. Responses must be submitted on this form and the attachment provided.
4. Responses should be signed below.
5. Responses will be received in the Montgomery County Purchasing Department, at the address listed above, until the bid opening date and hour or, if specified, the bid return date and hour shown above.
6. Written questions may be submitted to mcpurchasing@montgomerycountyva.gov until 5:00 pm on September 16, 2022
7. Contact the Purchasing Department at mcpurchasing@montgomerycountyva.gov for bid award information.
8. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
9. Attachment A is incorporated by reference into this invitation for bid and any resulting contract.

COMMODITY: Aquarium Maintenance

NO	Description	Quantity	Unit	Unit Price	Extended Price
1.	Term Contract for aquarium maintenance per attached scope of service and other requirements.	24	Each Visit	Enter pricing in section VII on page 2	Enter pricing in section VII on page 2

IN ACCORDANCE WITH THIS INVITATION FOR BID AND SUBJECT OF ALL TERMS AND CONDITIONS IMPOSED HERIN AND IN ATTACHMENTS, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ITEM(S) FOR THE PRICES OFFERED.

FULL LEGAL NAME (PRINT)		FEDERAL TAXPAYER NUMBER (ID#)		DELIVERY DATE	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS		TERMS NET 30	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (INK)		DATE	
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE NUMBER		FAX NUMBER	

I. PURPOSE: The intent and purpose of this invitation for Bid is to establish a term contract with a single source that can provide aquarium maintenance for the Montgomery County Government Center.

II. BACKGROUND: Montgomery County's Government Center has a 180 gallon fresh water aquarium complete with stand, lights, filters, temperature controls, etc located in the first floor atrium of the Government Center. The aquarium has small-gravel bottom with under-gravel filtration. A variety of fresh-water fish are maintained among the plastic water plants.

III. SCOPE OF SERVICE:

A. For Aquarium Maintenance:

1. The Contractor shall schedule two visits per month during regular building hours. During holidays, arrangements must be made with the contract administrator.
2. The Contractor shall clean/replace the filters, and shall clean gravel and plants on each scheduled visit.
3. The Contractor shall change part (at least 20%) of the water and shall check water chemistry on each scheduled visit.
4. The Contractor shall evaluate fish health and administer medication or replace fish as needed. If fish health is declining or terminal, the Contractor shall notify the contract administrator who will provide medication or pay for new fish.
5. Additional tanks may be added to the contract as need arises.

IV. METHOD OF PAYMENT: Montgomery County will authorize payment to the contractor after each satisfactory scheduled aquarium maintenance and receipt of the Contractor's invoice.

V. INVOICES: Invoices for services provided under any contract resulting from this solicitation shall be submitted to:
Montgomery County General Services
Attn: Tabatha Dulaney
755 Roanoke Street, Suite 1C
Christiansburg, VA 24073-3172

VI. CONTRACT ADMINISTRATION:

- A. Tabatha Dulaney, or her designee shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have authority to approve changes in the services which alter the concept for which call for and 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.

VII. PRICING SCHEDULE: The Contractor agrees to provide the services described herein in accordance with all terms and conditions as follows:

Aquarium Maintenance \$ _____ per visit

ATTACHMENT A
TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

https://montva.com/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 per visit. 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. **BID ACCEPTANCE PERIOD:** Any bid received in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
5. **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.
6. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation for Bids, the signed Bid submitted by the Contractor, the Commonwealth Standard Contract Form (copy attached), the General Terms and Conditions, Special Terms and Conditions, the specifications including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
7. **CONTRACT PERIOD:** The contract shall be for a period of one year from the date of contract award.
8. **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.
9. **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.
10. **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.
11. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
12. **RENEWAL OF CONTRACT:** This contract may be renewed by Montgomery County for a period of four successive one year periods only under the terms and conditions of the original contract except as stated in A, B, C, & D below. Price increases may be negotiated only at the time of renewal. Written notice of Montgomery County's intention to renew shall be given (approximately 90 days) prior to the expiration date of each contract period.
 - A. If Montgomery County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional year shall not exceed the contract prices of the original contract increased/decreased by no more than the percentage increase/ decrease of the "Pet Services including veterinary" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - B. If during the first one-year renewal Montgomery County elects to exercise the option to renew the contract for the second additional one-year period, the contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "Pet Services including veterinary" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - C. If during the second one-year renewal Montgomery County elects to exercise the option to renew the contract for the third additional one-year period, the contract price(s) for the third additional one-year period shall not exceed the contract price(s) of the second one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "Pet Services including veterinary" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - D. If during the third one-year renewal Montgomery County elects to exercise the option to renew the contract for the fourth additional one-year period, the contract price(s) for the fourth additional one-year period shall not exceed the contract price(s) of the third one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "Pet Services including veterinary" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
13. **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.

**ATTACHMENT B
COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 202__, by _____ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

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

SCOPE OF SERVICES: The Contractor shall provide the services 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 in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the Invitation for Bid Number, dated _____, together with all written modifications thereof, 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:

COUNTY OF MONTGOMERY:

By: _____

By: _____

Title: _____

Title: _____