

INVITATION FOR BID # 24-10

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

DATE		BID OPENING DATE AND HOUR	SEALED BID
December 7, 2024		January 4, 2024 3:00p.m.	YES

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

SPECIAL INSTRUCTIONS

1. **Sealed Bid** responses should be returned in an envelope with the bid number and opening date indicated on the outside of the envelope.
2. Faxed or emailed responses to Sealed Bids will not be accepted.
3. Responses should be signed below and must be submitted on this form and the attachment provided.
4. 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.
5. Written questions may be submitted to mcpurchasing@montgomerycountyva.gov until 5:00pm on December 19, 2023
6. Contact the Purchasing Department for bid award information or check montva.com website under solicitations.
7. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
8. Attachment A is incorporated by reference into this invitation for bid and any resulting contract.

COMMODITY: Service Montgomery County locations for the collection and disposal of solid waste

NO	Description	Quantity	Unit	Unit Price	Extended Price
1.	The contractor shall furnish all labor, equipment, and materials necessary to collect, remove, haul, transport, unload, and dispose of solid waste from the locations listed in the scope of work to the Montgomery Regional Solid Waste Authority refuse disposal facility located at 555 Authority Drive, Christiansburg, VA 24073.	1 Lump Sum	Monthl y	\$ _____	\$ _____

IN ACCORDANCE WITH THIS INVITATION FOR BID AND SUBJECT OT 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	

IFB# 24-10
Montgomery County Solid Waste Collections

- I. PURPOSE:** The purpose and intent of this Invitation for Bid (IFB) is to solicit sealed bids to establish a contract for collection and disposal of solid waste services for properties of the County of Montgomery, Virginia, hereinafter referred to as the County.
- II. BACKGROUND:** The County is located in the New River Valley between the Appalachians and Blue Ridge Mountain Range. The County is governed by an elected seven-member Board of Supervisors who appoint a County Administrator. The County had a 2020 population of 100,839. (This includes two incorporated towns, Blacksburg and Christiansburg).

The County requires the services of a qualified Contractor to provide Montgomery County collection and disposal of solid waste for properties as outlined in **III. Scope of Work.**

III. SCOPE OF WORK:

IV.

DESCRIPTION: The services requested are for collection and disposal of solid waste services for the properties listed below. The contractor shall furnish all labor, equipment, and materials necessary to collect, remove, haul, transport, unload, and dispose of solid waste from the following locations to the Montgomery Regional Solid Waste Authority refuse disposal facility located at 555 Authority Drive, Christiansburg, VA 24073.

<u>COLLECTION LOCATION</u>	<u>PHYSICAL ADDRESS</u>	<u># OF CONTAINERS</u>	<u>CONTAINER TYPE/SIZE</u>	<u>COLLECTION FREQUENCY</u>
Government Center	755 Roanoke St, Christiansburg, VA 24073	1	8yd w/ side access door	3 Days a week (M,W,F)
County Courthouse	55 East Main St, Christiansburg, VA 24073	1	8yd w/ side access door	3 Days a week (M,W,F)
Social Services	210 Pepper St SE, Christiansburg, VA 24073	1	6yd w/ side access door	3 Days a week (M,W,F)
Ellett Valley Deli Mart	900 Lusters Gate Rd, Christiansburg, VA 24073	1	6yd standard	1 Day a week
Animal Shelter	480 Cinnabar Rd, Christiansburg, VA 24073	1	6yd w/ side access door	1 Day a week
County Garage	345 Reading Rd SE, Christiansburg, VA 24073	1	6yd w/ side access door	3 Days a week (M,W,F)
Christiansburg Library	125 Sheltman Street, Christiansburg, Va 24073	1	6yd w/ side access door	1 Day a week
Frog Pond Swimming Pool	390 Cinnabar Rd, Christiansburg, VA 24073	1	6yd w/ side access door	3 Days a week during season (Approx. 3 months) As needed during off season

- a. The Contractor shall furnish all labor, equipment, tools, materials and incidentals necessary for the collection, removal, hauling, and disposing of refuse materials from the locations described above in a manner conforming to the rules, regulations, and procedures prescribed by any Federal, Commonwealth of Virginia, or local law and regulation governing such disposal.
- b. The containers provided shall be in good condition and fully operational. If at any time the container becomes damaged or deteriorated, or if the container leaks, it shall be replaced by the Contractor free of charge, within seventy-two (72) hours' notice from assigned County Staff. Containers shall be labeled accordingly for contents.
- c. The Contractor must perform container cleaning at their facility. Disinfect containers to maintain a healthy and odor-free environment as needed. **Deodorizing crystals are not an acceptable method of cleaning.**
- d. The collection of solid waste will be according to the frequency outlined above unless otherwise indicated by the County. Additional collection service may be required around Holidays or Special Events. Collection services shall occur during normal business hours on a day(s) of the week and time of day approved by the County.
- e. Regular pick-up frequency and locations for containers will be arranged between Contractor and County staff. County staff will work with the Contractor to identify proper locations to place outdoor refuse containers for safe and efficient refuse collection.
- f. The Contractor shall provide County approved refuse containers based on the collection location. The contractor shall provide signage as approved by County staff. County staff will work with the contractor to provide appropriate signage and will notify internal staff of any change of refuse collection locations if determined by both the County and Contractor to improve safety and/or collection efficiency.
- g. The contractor will have a County approved dedicated route to transport material from the locations on an approved schedule and take directly to the County approved refuse disposal facility described above.
- h. The contractor shall provide all labor for providing refuse collection services and collecting refuse from the outdoor container locations at the locations described above as well as removing, hauling, transporting, unloading, and disposing of the refuse as deemed appropriate according to the policies of the refuse disposal facility described above.
- i. Lump sum price shall be inclusive and fully burdened with no additional cost allowed.
- j. Inclement Weather Conditions: Should inclement weather conditions or any other problems beyond the control of the Contractor interrupt or delay service, The Contractor shall (1) advise The County of the delay, and (2) advise the County of the alternate pickup date. Alternate pickup date must be within the same calendar week.
- k. Contractor shall take reasonable precautions to prevent damage to roadways, concrete pads, driveways, fences, gates and any other County property caused by its equipment when accessing, loading, or unloading containers.
- l. Contractor shall ensure all services are performed by persons qualified through training and experience to operate all equipment necessary to remove refuse and debris.
- m. The County reserves the right to alter the refuse collection schedule when deemed necessary as well as the potential request for additional solid waste collection services if provided by the Contractor. Any alterations to the collection schedules, locations, or services provided will be mutually agreed upon and arranged between the County and Contractor.

V. **SITE VISITS AND WRITTEN QUESTIONS:**

- a. **Site Visits:** Upon request, staff can be available to accompany potential bidders to the sites listed above. Site visits must be scheduled by the close of business Monday, December 18, 2023. Please email mcpurchasing@montgomerycountyva.gov or call Jessica Albert at

(540) 382-5784 to schedule a site visit with staff.. By submitting a bid, the bidder's signature on this solicitation constitutes certification that the bidder has looked at the sites listed above and is aware of the condition under which the work must be accomplished. Claims, as a result of failure to inspect the sites, will not be considered by the County.

b. **Written Questions:** Questions regarding the Scope of Work may be submitted in writing to mcpurchasing@montgomerycountyva.gov no later than 5:00 pm on Tuesday, December 19, 2023.

VI. INVOICING: Invoices shall be submitted at the end of each month. Payment will be made by the County to the Contractor within thirty (30) days.

VII. Contract Term: The term of this contract shall be one year from date of award. There will be an option for four (4) one-year renewals.

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

General Terms and Conditions are incorporated in to this document by the following link:

https://montgomerycountyva.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. 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. **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. **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.
7. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representatives that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
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. **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.
10. **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.
11. **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.
12. **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.
13. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor: Address Shown On Bid Cover Page
Attention: Name Of Person Signing Bid

If to Montgomery County:
Attn: Jeff Grosclouse
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

and

Montgomery County
Attn: Scott A. Woodrum, PE
Montgomery County Department of Environmental Services
755 Roanoke Street, Suite 1C
Christiansburg, VA 24073

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. **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.
17. **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.
18. **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

Attachment B

**COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ____ day of, _____ 2024, 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 **February 1, 2024** through **January 31, 2025**.

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 scope of work, general terms and conditions, special terms and conditions, specifications, and other data contained in this 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: _____

Title: _____

COUNTY OF MONTGOMERY:

By: _____

Title: _____