

# INVITATION FOR BID # 25-03

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

DATE		BID OPENING DATE AND HOUR	SEALED BID
August 28, 2024		September 24, 2024, 3:00 PM	YES

ADDRESS ALL INQUIRES AND CORRESPONDENCE TO:  
 Montgomery County Purchasing Department  
 755 Roanoke Street, Suite 2C  
 Christiansburg, VA 24073-3179  
 Jeff Groseclose, CPPB  
 Telephone Number: (540) 382-5784  
 Fax Number: (540) 382-5783  
 e-mail address:  
[mcpurchasing@montgomerycountva.gov](mailto:mcpurchasing@montgomerycountva.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 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@montgomerycountva.gov](mailto:mcpurchasing@montgomerycountva.gov) until 5:00 pm on September 10, 2024
6. Contact the Purchasing Department at [mcpurchasing@montgomerycountva.gov](mailto:mcpurchasing@montgomerycountva.gov) for bid award information.
7. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED BY MONOTGOMERY COUNTY IN THE BODY OF THE BID.
8. Attachments A, B & C are incorporated by reference into this invitation for bid and any resulting contract.

<b>COMMODITY: Furnish and Install Pool Slide</b>				
	Description	Quantity	Unit	Price
	Furnish and install replacement Pool Slide at Montgomery County Frog Pond swimming pool located on Cinnabar Road in Christiansburg, VA, per attached specifications and scope of work.  Term contract for purpose of future inspections only.	1	Lump Sum	Bidder shall enter pricing in Attachment C.

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 <b>NET 30</b>
CONTACT NAME/TITLE (PRINT)		SIGNATURE (INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE NUMBER	FAX NUMBER

Furnish and Install Pool Slide  
Invitation for Bid 25-03

- I. Purpose: The intent and purpose of this Invitation for Bid is to solicit bids from qualified contractors to provide and install a new Pool Slide for the Montgomery County Frog Pond public swimming pool “Pool” building located at 390 Cinnabar Road, Christiansburg, VA 24073 per the Scope of Work, specifications, and requirements contained herein.
- II. Background: The Montgomery County Frog Pond is a public swimming pool. There is an existing slide at the pool, which needs to be removed and replaced by a new slide
- III. Scope of Work: Disassemble and remove existing slide, and furnish and properly install new slide per requirements and specifications herein.
  - A. General Requirements:
    1. All work and materials shall be in compliance with the requirements and specifications herein.
    2. The successful contractor shall be responsible for any applicable permits and/or license fees.
    3. Bid shall include manufacturer’s product literature for items bid, to include model, specifications, warranty, etc.
    4. Bid shall include estimated completion date. Completion date may be considered as a factor for award.
  - B. Disassembly and Removal of Existing Slide:
    1. The new slide will replace an existing slide. The contractor shall demo/disassemble the existing slide.
    2. The contractor shall remove and properly dispose of all existing slide components.
  - C. New Slide Specifications:
    1. The slide shall be a model Custom 207 – Pool Slide Mirrored manufactured by Perfect Settings, or approved equivalent. Bidder shall submit slide specifications with bid.
    2. The slide shall be new and unused.
    3. Colors shall be primary colors. Specific colors will be selected by the County after award. Bidder shall submit color options with bid.
  - D. Delivery:
    1. Bid price shall include delivery of all materials to Montgomery County Frog Pond in Christiansburg, VA (390 Cinnabar Road, Christiansburg, VA 24073)
    2. Contractor shall be responsible to make all arrangements for delivery, including scheduling delivery and unloading, receiving, verifying, and storing materials and equipment.
  - E. Installation:

1. Slide and all components of the slide shall be fully assembled and installed per manufacturer's requirements and recommendations, and per any applicable building codes.
2. All work shall be performed in a good workmanlike manner according to industry standards.
3. The contractor shall remove all crating, packaging material, and any debris from the job site and properly dispose of said items.

F. Inspections:

1. Contractor must be certified by the slide manufacturer as an inspector and be willing to perform annual inspections.
2. Bidder shall provide price for first annual inspection on Attachment C, Pricing Schedule. Inspections price shall be inclusive of travel expenses. The inspection price may be considered as part of award
3. Any contract awarded from this bid may be used for future annual inspections for the life of the slide. The first annual inspection will be as priced in Attachment X, Pricing Schedule. Any requested price increases for future inspections must be approved in advance by the County and shall be per the terms and conditions of the contract.

G. Schedule:

1. Work schedule shall be coordinated with the County and approved by the Director of Parks and Recreation. Work shall be completed by December 13, 2024 unless otherwise agreed upon by the County and the Contractor. Work hours are Monday through Friday, 8:30am – 5:00pm, excluding County holidays, unless prior authorization is received from the County to work an alternate schedule.

IV. Optional Site Visits: If bidders wish to inspect the site, bidders may schedule site visits by contacting Mitchell Haugh, the Director of Parks and Recreation at [haughmb@montgomerycountyva.gov](mailto:haughmb@montgomerycountyva.gov) or call 540-382-6975 option #8. Site visits must be complete by September 9, 2024

V. Bid Clarification: It is the responsibility of the bidder to request clarification concerning questions pertaining to the scope of work, specifications, terms and conditions, and definitions contained within prior to submitting a bid. Questions should be submitted in writing by email to [mcpurchasing@montgomerycountyva.gov](mailto:mcpurchasing@montgomerycountyva.gov) prior to 5:00 pm on September 10, 2024

VI. Method of Payment: Montgomery County will authorize payment to the contractor after completion of work, or receipt of invoice

VII. Invoices: Invoices for services provided under any contract resulting from this solicitation shall be submitted to:

Montgomery County Parks and Recreation  
Attn: Brandy Moore  
755 Roanoke Street, Suite 1E  
Christiansburg, VA 24073

VIII. Contract Administration:

- A. The Director Parks and Recreation, or their 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 their 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 their designee, shall not have authority to approve changes in the services which alter the concept for which call for an extension of time for this contract. Any modifications made, must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

IX. Attachments:

- A. Terms and Conditions
- B. Sample Contract
- C. Pricing Schedule

# ATTACHMENT A

## TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS

1. **ANTI-DISCRIMINATION:** By submitting their bids, Bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to 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, § 2.2-4343.1 E).

In every contract over \$10,000 the provisions in A. and B. below apply:

- A. During the performance of this contract, the Contractor agrees as follows:
    - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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 provision 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 the requirements of this Section.
  - B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Montgomery County and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Montgomery County and the Commonwealth of Virginia under said contract.
3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Montgomery County.
5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:
  - A. The parties may agree in writing to modify the scope of the contract. An 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. Montgomery 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 the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Montgomery 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 Montgomery 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 to 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 Montgomery County with all vouchers and records of expenses incurred and savings realized. Montgomery 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 Montgomery County within thirty (30) days from the date of receipt of the written order from Montgomery County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Agency Procurement and Surplus Property Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Montgomery County or with the performance of the contract generally.
6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the County to render a decision within thirty (30) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
7. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
8. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Montgomery County, after due oral or 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 Montgomery County may have.
10. **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: 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 vendor.
- 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.
11. **EO/AA STATEMENT:** Montgomery County, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.
  12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
  13. **FACSIMILE BIDS:** Facsimile unsealed bids received in the Montgomery County Purchasing Department prior to the time and date designated for bid submission will be accepted. For sealed bid programs, a bidder may fax a bid to a non-Montgomery County third party, who in turn must deliver it to the Purchasing Department in a sealed envelope before the bid due date and time.

14. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, the bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
15. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless The County of Montgomery and its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the negligence of the Contractor.
16. **LATE BIDS:** To be considered for selection, bids must be received by the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179, by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the Montgomery County Purchasing Department. Bids received in the Montgomery County Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. Montgomery County is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the bidder to insure that its bid reaches the Montgomery County Purchasing Department by the designated date and hour.
17. **MANDATORY USE OF MONTGOMERY COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a bid on the official Montgomery County form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, Montgomery County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, Montgomery County may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
18. **PAYMENT:**
- A. TO PRIME CONTRACTOR:**
- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Montgomery County or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  - 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - 3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
  - 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - 5) 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 Commonwealth 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
- B. TOSUBCONTRACTORS:**
- 1) A contractor awarded a contract under this solicitation is hereby obligated:
    - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - b) To notify Montgomery County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.  
The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
19. **PRECEDENCE OF TERMS:** Paragraphs 1, 2, 3, 7, 8, 12, 14, 17, 18 and 27 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
20. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be posted on the Public Information Board located in the lobby of the Montgomery County Purchasing Department, 755 Roanoke Street, Christiansburg, Virginia. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.
21. **QUALIFICATIONS OF BIDDERS:** Montgomery County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) and the bidder shall furnish to Montgomery County all such information and data for this purpose as may be requested. Montgomery County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Montgomery County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy Montgomery County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
22. **SUPREMACY CLAUSE:** Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in Montgomery County's bid prevail over contrary terms and conditions contained in the bidder's response.
23. **TAXES:** Sales to Montgomery County and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against the contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
24. **TESTING AND INSPECTION:** Montgomery County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
25. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price(s) offered are for FOB Destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
26. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Montgomery County in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Montgomery County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.
27. **VENDOR'S MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available from the Division of Purchases and Supply in Richmond, VA [www.dgs.va.us/dps](http://www.dgs.va.us/dps)
28. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or a contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**SPECIAL TERMS AND CONDITIONS**

1. **AWARD OF CONTRACT:** Awards are made to the lowest responsive and responsible Bidder. Evaluation will be based on lump sum price. 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. **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.

6. **CONTRACT PERIOD:** The contract shall be from award until the completion of the project, including any warranty period. For the purposes of inspections only, the contract may be renewed annually by mutual agreement as long as the slide is in use by the County.

7. **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: \_\_\_\_\_

5. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be all inclusive and delivered to Montgomery County ready for Montgomery County use, and shall include all applicable freight and delivery; extra charges will not be allowed.

6.. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner’s 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.

7. **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.

8. **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, or waived my right to inspect the site. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.

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. 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.

**12. 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.

**14. RENEWAL OF CONTRACT:** This contract may be renewed, for the purposes of Inspections only, by Montgomery County for as long as the new Pool Slide is in use by the County 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 additional one-year renewal periods, the contract price(s) for the additional renewal years shall not exceed the contract prices of the previous contract year increased/decreased by no more than the percentage increase/decrease of the "Services" 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.

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, if requested, the contractor must also provide Montgomery County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until Montgomery County is assured that the contractor has an adequate safety program in effect.

16. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

17. **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: \_\_\_\_\_

**Attachment C  
Pricing Table**

Attachment C is to be completed and submitted by the Bidder as part of a complete Bid. Bidder shall identify all costs associated with providing the goods/services, including freight/delivery, travel, etc. as specified in this document and should submit firm fixed pricing for each item below. Bidders may include quotes, worksheets, or other information with their bid, but the official pricing must be included in the pricing table provided.

<b>Line Item</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Demo/Disassembly, removal, and disposal of existing slide per Scope of Work and requirements contained herein	1	ea.	\$	\$
2	Furnish and Install new Pool Slide per Scope of Work and requirements herein	1	ea.	\$	\$
3	First annual inspection	1	ea.	\$	\$
<b>Total Bid Price = (Line Item 1 + Line Item 2 + Line Item 3)</b>					<b>\$</b>

Bidder's Completion Date: \_\_\_\_\_

Bidders shall include below any exceptions to the bid specifications/requirements and/or any items excluded from the bid price

Exceptions and/or exclusions:

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