

# INVITATION FOR BID # 22-18

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

DATE		BID OPENING DATE AND HOUR	SEALED BID
May 19, 2022		June 7, 2022 3:00PM	NO

ADDRESS ALL INQUIRES AND  
 CORRESPONDENCE TO:  
 Montgomery County Purchasing Department  
 755 Roanoke Street, Suite 2C  
 Christiansburg, VA 24073-3179  
 Jeff Groseclose.  
 Telephone Number: (540) 382-5784  
 Fax Number: (540) 382-5783  
 e-mail address:  
[mcpurchasing@montgomerycountyva.gov](mailto: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](mailto: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](mailto:mcpurchasing@montgomerycountyva.gov) until 5:00 pm on June 1, 2022
7. Contact the Purchasing Department for bid award information.
8. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED BY MONTGOMERY COUNTY IN THE BODY OF THE BID.
9. Attachments A & B are incorporated by reference into this invitation for bid and any resulting contract.

### COMMODITY: Furnish and Install Dishwashing Equipment for Montgomery County Animal Care and Adoption Center

Line Item	Description	Quantity	Unit	Unit Price	Extended Price
1.	Furnish and install new dishwashing equipment per Scope of Work	1	ea.	\$ _____	\$ _____
2.	Trade-In credit for existing dishwashing equipment if applicable: Hobart model LXeH	1	ea.	-\$ _____	-\$ _____
<b>Total Bid Price = (Line Item 1 – Line Item 2)</b>					\$ _____

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

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		<b>TERMS NET 30</b>	
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 Unsealed Bids from qualified sources is to establish a contract with a qualified contractor to furnish and install new dishwashing equipment for Montgomery County (herein also referred to as “the County”) at the Montgomery County Animal Care and Adoption Center.

## **II. SCOPE OF WORK**

The contractor shall furnish all labor, tools, materials, equipment, staff and supervision to furnish and install new dishwashing equipment at the Animal Care and Adoption Center as stated in the Scope of Work.

### **A. GENERAL REQUIREMENTS**

- a. All work and materials shall be in compliance with the requirements and specifications herein
- b. All materials, equipment, connections, and installation work shall comply with applicable national, state, and local building codes
- c. Contractor shall obtain all required permits
- d. Bid shall include manufacturer’s product literature and data sheets for each piece of equipment to include model, dimensions, ratings, service information, wiring diagram, warranty, etc.

### **B. EQUIPMENT SPECIFICATIONS**

- a. Contractor shall furnish and install the following equipment:
  - i. Hobart AM16VL-ADV advansys ELECTRIC High Temperature Ventless Door-Style Dishwashing Machine, or approved equivalent model
  - ii. Hobart CORNER-INST-AM16 Splash Shield for Corner Installations, or approved equivalent model
  - iii. Eagle Group STDL-48-16/3-NSB left handed soiled dishtable, or approved equivalent model
  - iv. Eagle Group 300718 deck-mounted spray unit, 301189 faucet add-on with 12” spout, 301190 wall bracket, or approved equivalent assembly.
- b. All equipment shall be new and unused

### **C. INSTALLATION**

- a. Installation shall include the following:
  - i. Disconnection and removal of existing dishwashing equipment (Hobart model LXeH), including electrical and plumbing disconnections. If fair trade-in value is given and agreed upon, contractor shall remove existing dishwashing equipment from County property. If no trade in value, the County may request to keep this item. Existing dishwashing equipment must be removed without damaging the equipment if to be retained by the County.
  - ii. Removal of necessary base cabinets and wall cabinets, disconnecting and removing existing sink, and cutting countertop in order for new dishwashing equipment to fit in place. Disposal of all such items once removed unless the County requests to keep any of these items.
  - iii. Ensure all cuts are sealed properly to avoid moisture absorption
  - iv. Installation and/or repair of waterproof wallboard material if necessary after existing cabinets are removed. Must match existing waterproof wallboard.
  - v. Installation of all new equipment listed herein per manufacturer’s requirements and recommendations
  - vi. All electrical and plumbing connections shall be made to new equipment. (50 amp breaker and 50 amp electrical service will be provided to the Animal Kitchen by the

County.)

- vii. Factory Startup
- b. All crating, packaging, and other debris must be removed from County premises
- c. Installation shall be completed within 30 days after receipt of order. Exceptions may be made for verifiable supply chain delays. Bidders should note estimated completion date on their bid.

#### D. DELIVERY

- a. Bid price shall include delivery of all equipment
- b. Contractor shall be responsible to make all arrangements for delivery, unloading, receiving, and storing materials and equipment

### III. MANDATORY SITE VISIT and WRITTEN QUESTIONS

- a. **A site visit will be required in order to submit a bid.** Potential bidders may contact Eileen Mahan at 540-382-5795 ext. 57003 or 540-200-9194 to make an appointment to visit the site. **Site visits must be scheduled in advance Monday through Friday during the hours of 11:00 am to 6:00 pm. All site visits must be completed by the close of business on June 1, 2022.**
- b. Questions regarding the Scope of Work in this IFB must be submitted in writing no later than close of business on June 1, 2022 and should be emailed to [mcpurchasing@montgomerycountyva.gov](mailto:mcpurchasing@montgomerycountyva.gov). Responses to questions will be answered in a written addendum.

### IV. ATTACHMENTS

- Attachment A – Terms and Conditions
- Attachment B – Pricing Table

## ATTACHMENT A TERMS AND CONDITIONS

**GENERAL TERMS AND CONDITIONS:** [https://montgomerycountyva.gov/docs/default-source/purchasing-solicitations/ifb\\_terms\\_and\\_conditions.pdf?sfvrsn=97ffdc9c\\_2](https://montgomerycountyva.gov/docs/default-source/purchasing-solicitations/ifb_terms_and_conditions.pdf?sfvrsn=97ffdc9c_2)

### **SPECIAL TERMS AND CONDITIONS:**

1. **AWARD OF CONTRACT:** Award will be made to the lowest responsive and responsible Bidder. Evaluation will be based on the Total Bid Price. Unit prices and extended prices 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 or purchase order, 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. **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.
6. **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.
7. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the County's authorized representative that the work is 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 work.
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. **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.

12. **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.
13. **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.
14. **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.

**Attachment B  
Pricing Table**

Attachment B 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 as specified in this document and should submit firm fixed pricing for each category 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	Furnish and install new dishwashing equipment per Scope of Work	1	ea.	\$	\$
2	Trade-In credit for existing dishwashing equipment if applicable: Hobart model LXeH	1	ea.	-\$	-\$
	<b>Total Bid Price = (Line Item 1 - Line Item 2)</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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