

INVITATION FOR BID # 20-07

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

DATE		BID OPENING DATE AND HOUR	SEALED BID
August 2, 2019		August 12, 2019 3:00PM	Yes

ADDRESS ALL INQUIRES AND
CORRESPONDENCE TO:
Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179
Heather M. Hall, C.P.M.
Telephone Number: (540) 394-2120 ext.4066
Fax Number: (540) 382-5783
e-mail address:
hallhm@montgomerycountyva.gov

SPECIAL INSTRUCTIONS

1. **Sealed Bid** responses should be returned in a envelope with the bid number and opening date indicated on the outside of the envelope.
2. Faxed responses to Sealed Bids cannot be sent directly to the Purchasing Department.
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. Contact the Purchasing Department for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
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: Breathing Air Compressor

NO	Description	Quantity	Unit	Unit Price	Extended Price
1.	LEGACY13 BAUER breathing air compressor, 13.0 cfm charging rate, 6000 psi, P2S purification system or approved equivalent Open vertical configuration BAUER PLC based controller NEMA 4 rated electrical enclosure with UL® listed control panel Emergency stop push button Automatic condensate drain system Locally mounted interstage pressure gauges PLC controller Compressor on/off, final pressure, oil pressure, high temperature shutdown Motor overload indication Final separator counter with shutdown and operator indication	2	Ea	\$ _____	\$ _____
2.	MNR-0029 Electronic CO monitor with shutdown	2	EA	\$ _____	\$ _____
3.	CFS5.5-3S/SFTM/CSCD Three position fill station with regulator and fill valves, four cascade controls with valves and gauges	2	EA	\$ _____	\$ _____
4.	CAS6k Cascade cylinder, 6000 psi with plumbing to fill station	8	EA	\$ _____	\$ _____
5.	Warranty Bauer warranty- Two full years parts and labor bumper to bumper. An additional three years parts coverage on the compressor pump if recommended maintenance is done by authorized Bauer representative Pricing includes shipping and start up services with air quality test. Off loading, unit placement and electrical installation not included.	2	EA	\$ _____	\$ _____

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

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. 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. Montgomery County reserves the right to award a single or multiple contracts for the goods described herein.
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. **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.

5. **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.

6. **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.

7. **IDENTIFICATION OF SEALED BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and addressed as follows:

MONTGOMERY COUNTY
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, Virginia 24073-3179

Reference the opening date and hour, and Bid Number in the lower left corner of the envelope or package.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other correspondence or other bids should be placed in the envelope. Bids may be hand delivered to the Montgomery County Purchasing Department.

8. **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.
9. **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: _____

10. **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.
11. **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.

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.
13. **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.
14. **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.