

INVITATION FOR BID # 08-18

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

DATE	BID RETURN DATE AND HOUR	BID OPENING DATE AND HOUR	SEALED BID
January 10, 2008		January 29, 2008 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) 382-5784
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: Pool Re-plastering

NO	Description	Quantity	Unit	Unit Price	Extended Price
1.	Montgomery County's "Frog Pond" Re-plastering per attached scope of work and shop drawing.				
	Re-plastering and pressure testing of both pools	1	LOT	For	\$ _____
	Tile work on both pools	1	LOT	For	\$ _____
	Caulking between coping and pool deck both pools	1	LOT	For	\$ _____
	Pre-bid and site visit scheduled for January 17 at 2 p.m. at 380 Cinnabar Road, Christiansburg, VA. www.montva.com for directions.				

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

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

I. PURPOSE: Montgomery County's department of General Services is seeking bids to re-surface and replace tiles in the County's swimming pools, hereafter referred to as the "Frog Pond".

II: BACKGROUND: The Frog Pond was constructed in 1995, and opened to the public in 1996. After the 1996 swim season, sections of the plaster lost bond to the concrete hull causing the plaster to chip and break away. Initially, patch repairs were made to the obvious areas, however damaged areas continued to increase in size and spot repairs are no longer feasible.

Pool Dimensions:

	Big Pool	Small pool
-Perimeter	480'-3" linear ft.	50'-2" Linear ft.
-Surface area	5,270 square ft.	196 square ft.
-Gallons	119,270	711 gallons
-Depth	0'-0" beach entry to 8'-6"	0'-0" Beach entry to 1'-0"

III. SCOPE OF WORK:

A. Plaster Removal and Disposal:

The Contractor shall remove all plaster, regardless of the apparent adhesion, and in areas as indicated on the shop drawings. Plaster shall be removed to the concrete hull and flush with all pool apparatuses, expansion joints, piping, frost tile, etc. The Contractor may utilize electric and/or pneumatic chipping, sawing or breaking tools, however all tools utilized must first be approved by the owner. The Contractor shall cover all piping, skimmers, drains and other open orifices with an Owner approved plug, cap, or cover or similar type arrangement. Loose plaster shall be removed and disposed of at the local transfer station (Montgomery Regional Solid Waste Authority) at the Contractors expense. Areas where plaster was removed shall be vacuumed with an industrial type vacuum cleaner to remove all loose materials. Alternative methods must be approved by the owner.

B. Hull Preparation:

Plaster shall be removed to reveal the original rough-trowel texture. Areas not exposing a rough-trowel texture shall be wet ground with a texturing machine to achieve the desired texture. Areas where wet grinding is not feasible should be sand blasted to achieve the desired texture. Upon completion of the texturing, the concrete hull shall be free of all dust, chips, and loose aggregate. The concrete hull shall be free of moisture, grease, oils or other liquids that may prevent proper adhesion. The concrete hull shall have the appearance of the original rough-trowel finish.

C. Plaster Coat and Tile Replacement:

All surfaces shall be finished to accept plaster as specified.

1. White Coat Pool Plaster mix to contain the following products:

- a. White Portland Cement – 1 Bag.
- b. Pool Mix – White Marble Aggregate as supplied by Georgia Marble or approved equal – 2 Bags.
- c. Latex Bonding Agent – 2 gallons per 12 bag mix

Or
Equivalent Products

Finished plaster coat should not exceed 3/8" in thickness. Chemical or pressure cleaning shall be conducted only at the direction of the manufacturer, and shall be provided to the Owner in writing.

The Contractor shall submit pool plaster mix proportions and manufacturer for approval. Plaster shall be water cured until the pool is completely filled. Water inlets or diffusers located within the newly plastered area shall be plugged to prevent accidental plaster release or damage.

2. Furnish and install a hand troweled, plaster finish, with a nominal thickness of 3/8" to all non tiled interior
Pool surfaces (main and wading)
3. Remove waterline tile around main and wading pool perimeters, including steps and bench seats.
4. Install new 2" by 2" frost resistant waterline tile around perimeter, including steps, benches and wading pool.
5. remove and replace F601 rubber Tech on main and wading pools
6. Repair hairline cracks in pool wall as required
7. Under-cut existing plaster around perimeter tile line, and all existing interior pool fittings
8. Under-cut and chip along the sides of the tiled racing lanes and targets (not replacing)
9. Acid clean and high pressure-wash all interior pool surfaces.
10. Remove existing expansions joint tile and caulk, install a row of tile on each side of the interior pool expansion joints and caulk.
11. Apply an elastomeric waterproofing sealant around all interior fittings and fixtures
12. Apply a synthetic resin modified bonding agent to pool interior
13. Install a polysulfide based rubber expansion joint material behind the perimeter coping of both the main and wading pools. Total linear footage is approximately 630 ln.ft.
14. Pressure tests on all skimmers, drains and returns.
15. Once pools are filled by owner, start up procedures are to be maintained for (5) days before pool is turned over for normal operations

D. Site Consideration:

All construction / demolition shall take place in the confines of the pool area. The construction site and staging area shall be cleaned and returned to the original condition prior to final acceptance.

E. Liquidated Damages for Delay or Extension of Time:

All aspects of the project must be completed by May 12, 2008. Should the Contractor shall fail to complete the work or any part thereof within the contract agreement, or any applicable extension thereof, the Contractor shall pay the Owner \$250.00 dollars per day for each day beyond the acceptance date for the first five work days. If the Contractor fails to complete the work beyond five days, the Owner shall assess the liquidated damages based on average daily pool revenues from year 2007, and shall not be assessed less than \$1,000.00 per day.

F. Weather Conditions:

Work shall be performed in weather conditions acceptable to the product manufacturer. Work stopped or delayed due to weather will be added on to the contract period. In the event of temporary suspension of work, the Contractor shall protect his work and materials against damage. If, in the opinion of the Owner, any material was damaged by reason of failure on the part of the Contractor to protect his work and materials, all materials shall be removed and replaced at the Contractors expense.

G. Experienced Installers:

Full time employees on the permanent payroll of the Contractor shall perform all plastering work. The Contractor shall provide five past projects, completed within the past five years that resemble in nature (exterior plastering) the type work requested.

H.

Guarantee:

1 year product guarantee or manufacturer's guarantee, which ever is greater

1 year workmanship guarantee

I.

Unforeseen Damages:

In the event, unforeseen damages/repairs are discovered. Contact the owner immediately before proceeding with work at the owner's expense. Days lost due to unforeseen problems/repairs will be added to the contract period.

ATTACHMENT A

TERMS AND CONDITIONS

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. **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.
3. **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: _____

4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
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. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable Montgomery County to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.
11. **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.
12. **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.
13. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

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:

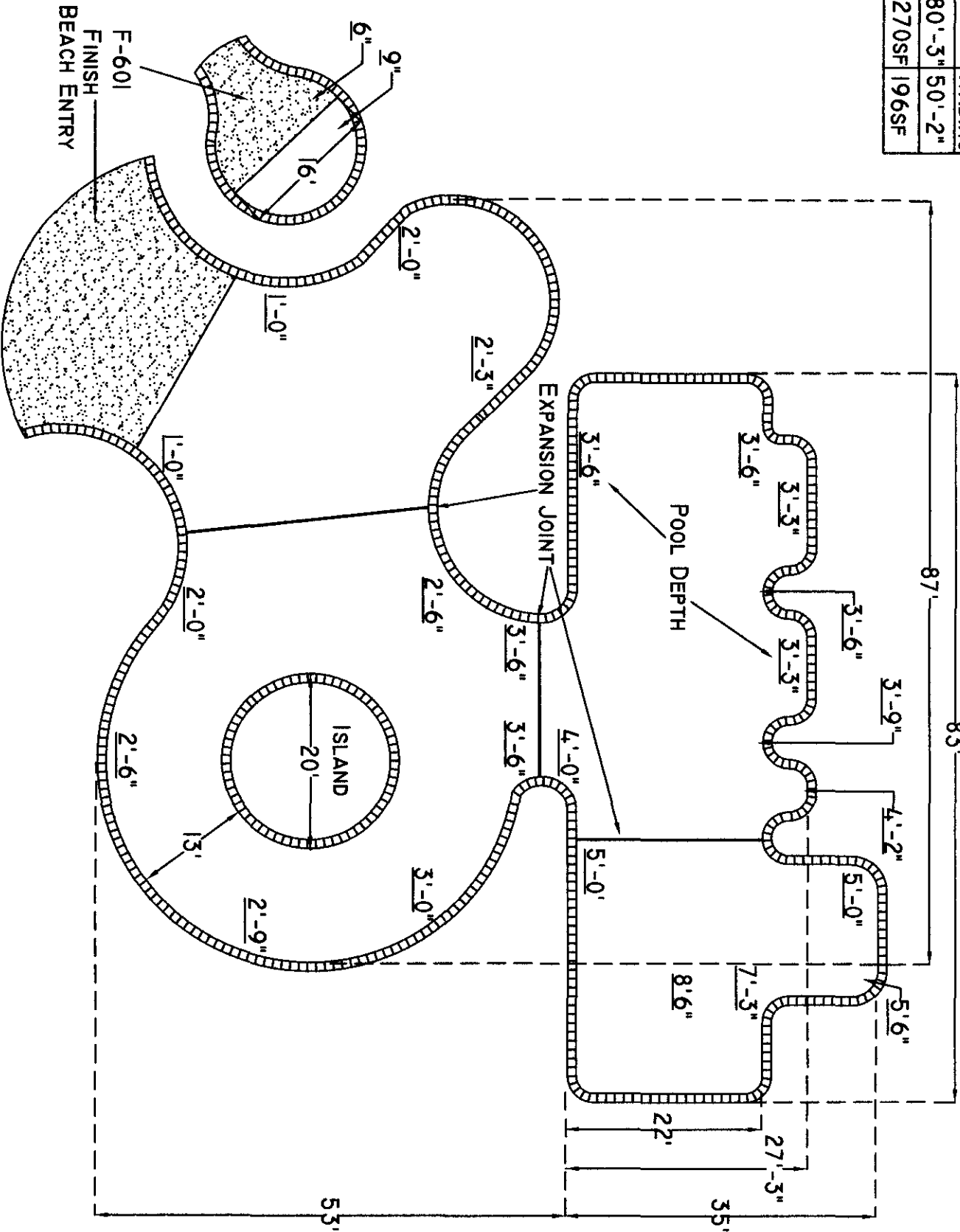
- A. During the performance of this contract, the Contractor agrees as follows:
 - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination 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. 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 Montgomery County and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Montgomery County or failure of Montgomery County to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
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 another 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. **TO SUBCONTRACTORS:**
 - 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 (804) 786-3845.
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.

LEISURE	WADING
PERIMETER	4,801'-3"
SURFACE	5,270SF
	196SF



MONTGOMERY COUNTY "FROG POND"

SCALE: 1/16" = 1'-0"

