

**AUGUSTA COUNTY SERVICE AUTHORITY**

18 Government Center Lane  
P. O. Box 859  
Verona, Virginia 24482-0859



**INVITATION TO BID**  
**Bulk Sanitary Solar Salt**

**ITB No. 1764**

**Issue Date: May 15, 2019**

Sealed bids for bulk sanitary solar salt, subject to the conditions and instructions attached hereto, will be received at the above office until, but not later than **2:00 o'clock p.m. local Verizon time, June 13, 2019**, then publicly opened, for furnishing bulk sanitary solar salt, delivery/transportation to be F.O.B., to the treatment plants for the Augusta County Service Authority (OWNER).

**ITB questions:** Casey McCracken, Purchasing Officer - 540-245-5680 - email [cmccracken@co.augusta.va.us](mailto:cmccracken@co.augusta.va.us)

**Technical questions:** Pat Conroy, Treatment Operations Superintendent – 540-487-7163 - email [pconroy@co.augusta.va.us](mailto:pconroy@co.augusta.va.us)

- Notes:
1. Bids are to include delivery, F.O.B. delivery site in Augusta County.
  2. Multiple awards may be made under this ITB.
  3. Delivery must be made by a truck using a pneumatic unloading system.
  4. **EMAIL or FAX** Bids will **NOT** be accepted.

Questions will be accepted until 2:00 p.m. on May 24, 2019 to ensure all parties have adequate time to review the answers.

Terms: \_\_\_\_\_% \_\_\_\_\_days

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone No. (\_\_\_\_) \_\_\_\_\_

Official Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

**\*\*\*THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL\*\*\***

## INSTRUCTIONS

- All Bids must be submitted in accordance with the General and Special Conditions. If more space is required to furnish a description of the goods offered, unit prices, or performance terms, the bidder may attach a letter hereto which will be made a part of the bid.

- Bids may be submitted by one of the following methods:

*In person* – to receptionist:           ATTN: ITB#1764  
*or by courier,*                               Casey McCracken  
*UPS, FEDEX, etc.*                            Augusta County Service Authority  
  18 Government Center Lane  
  Verona, VA 24482

*or by USPS mail* – addressed to:       ATTN: ITB#1764  
  Casey McCracken  
  Augusta County Service Authority  
  PO Box 859  
  Verona, VA 24482-0859

- Bids received after the date and time specified for the opening will not be considered. It will be the responsibility of the bidder to see that their bid is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Local Verizon time will determine the time of day.
- Prices must be stated in units (tons) in addition to the total price.
- All Bids must include the company name and be signed by a responsible officer or employee. Obligations assumed by such signatory must be fulfilled.
- The term of any awarded contract(s) under this ITB will be 17 months.
- Successful bidder(s) must be properly licensed to provide and deliver their product in the Commonwealth of Virginia.
- Specification documentation (Safety Data Sheets), for the items being bid must be included in the bid submission. If the documentation is available online, please include a list of hyperlinks in lieu of physical copies (preferred method). Failure to provide such documentation will cause your bid to be rejected as non-responsive.

## GENERAL TERMS AND CONDITIONS

1. **PRECEDENCE OF TERMS:** In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation, the special terms and conditions shall apply.
2. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Technical person whose name appears on the first page of the Invitation to Bid. Any revisions to the solicitation will be made only by addendum, issued by OWNER.
3. **ADDENDA:** In the event there are any addenda, they will be posted to the OWNER's website at [www.acsawater.com/bids](http://www.acsawater.com/bids). It is the Bidder's responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date package.
4. **PAYMENT TERMS:** Payments will be made upon verification of delivery and receipt of materials. All pay requests and supporting documentations must be approved by OWNER and will be submitted for payment in accordance with OWNER's payment policies. Approvals for payment under this procurement will be by the OWNER's designated technical representative, or their designee, as noted on Page 1 of this solicitation.
5. **QUALIFICATIONS OF BIDDERS:** OWNER may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to OWNER all such information and data for this purpose as may be requested. OWNER reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. OWNER further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy OWNER 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.
6. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Bidder in whole or in part without the written consent of OWNER.
7. **ANTI-DISCRIMINATION:** By submitting their proposals, all Bidders certify to OWNER that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act and that during the performance of this contract, the Bidder agrees as follows:

The Bidder 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 the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Notices, advertisements and solicitations placed by or on behalf of the Bidder will state that such contractor is an equal opportunity employer.

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.

The Bidder will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 8. NONDISCRIMINATION AGAINST FAITH-BASED ORGANIZATION:** In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, the OWNER will not discriminate against faith-based organizations. The bidder also agrees to abide by § 2.2-4343.1 of the Virginia Public Procurement Act.
- 9. MINORITY AND WOMEN-OWNED BUSINESSES:** In accordance with Presidential Executive Orders #12138 & #11625 OWNER actively solicits both minority and women-owned businesses to respond to all Invitations to Bid and Requests for Proposal, and if not already on the Authority's mailing list, you may request application for inclusion on the list. Should you be interested, please contact the Authority at (540) 245-5670 and request information.

Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

- 10. DRUG-FREE WORKPLACE:** 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 violation 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 in accordance with this chapter, 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. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, all Bidders certify that their proposals 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 proposal.
- 12. PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.
- 13. COSTS OF PROPOSAL PREPARATION:** Any costs incurred by the Bidders in preparing or submitting proposals are the Bidders' responsibility. OWNER will not reimburse any Bidder for any costs incurred as a result of a response to this Invitation to Bid.
- 14. OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for OWNER, including any electronic media, shall belong exclusively to OWNER and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to, or upon submission, of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary to the extent that such protected material is separately packaged and so identified in the Bid Submittal envelope.

**15. CANCELLATION OF CONTRACT:** Unless otherwise specified in the IT B, the OWNER may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Bidder. The Bidder shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Bidder's work under this contract.

**16. INSURANCE COVERAGE:**

Unless otherwise specified in the ITB, the Bidder shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

| <u>TYPE OF COVERAGE</u>   | <u>LIMITS</u>   |
|---|---|
| Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable   | Statutory, including Employer's Liability of<br>\$100,000.00 Each Accident<br>\$500,000.00 Disease-Policy Limit<br>\$100,000.00 Disease-Each Employee |
| Comprehensive General Liability endorsement coverage.   | Including the Broad Form C.G.L.   |
| Premises – Operations Bodily Injury Liability and Property Damage Liability Combined  | \$500,000 Each Occurrence<br>\$1,000,000 Aggregate  |
| Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Bidder | \$500,000 Per Accident  |
| Umbrella/Excess Liability   | \$1,000,000 Each Occurrence<br>\$2,000,000 Aggregate  |

The Bidder shall purchase and/or maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the OWNER for damage thereto.

The OWNER reserves the right to require insurance of any Bidder in greater amounts provided notice of such requirements is stated in the Solicitation.

**17. OBLIGATION OF BIDDER:** By submitting a proposal, the Bidder covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

**18. UNAUTHORIZED ALIENS:** In accordance with Virginia Code § 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law requires that the contractor does not, and shall not during the performance of any awarded contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## 19. COOPERATIVE PROCUREMENT

- i. This procurement is being conducted on behalf of the OWNER in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- ii. If approved by the bidder, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The bidder shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of bidder's bid/proposal.
- iii. With the approval of the bidder, any public body using the resultant contract has the option of executing a separate contract with the bidder to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
- iv. The OWNER, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the bidder and any other public bodies, and in no event shall the OWNER, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an OWNER contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the bidder, the bidder may withdraw its consent to extension of the contract to that particular public body.
- v. The OWNER assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the bidder may carry out such notification.

### SPECIAL TERMS AND CONDITIONS

- A. AWARD:** The OWNER reserves the right to reject any or all bids, to waive informalities in any bid, to purchase any whole or part of the items listed in the bid, to make a separate award of each item, a group of items or all items, and to award to other than the lowest bidder if deemed to be in the best interest of the OWNER.
- B. AWARD CRITERIA:** The contract will be awarded based upon suitability of the chemical for the application (as solely determined by OWNER), ability of the bidder to provide the chemical, as needed, in a timely fashion, and price.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that OWNER shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that, if the bid from the lowest responsible bidder exceeds available funds, the OWNER may negotiate with the apparent low bidder to obtain a contract price within available funds in accordance with **Terms and Conditions, Item Q**, below.
- D. BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (45) days. At the end of (45) 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 canceled.
- E. BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- F. MULTIPLE BIDS:** may be awarded in accordance with A. above and in compliance with General and Special Conditions as well as conformance to Virginia Department of Health or Virginia Department of Environmental Quality chemical standards for water and wastewater.

**G. DELIVERY AND STORAGE:** It shall be the responsibility of the bidder to make all arrangements for delivery and unloading of materials at the designated receiving area during the term of this contract. This includes delivery by vehicle capable of dispensing or unloading at the OWNER'S facility without additional equipment provided by OWNER. Delivery will be made no later than 5 workdays after receipt of order (ARO), unless otherwise notified. Deliveries must be made during normal working hours (8:00 am - 4:00 pm, local time), Monday through Friday.

**H. EXTRA CHARGES NOT ALLOWED:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for *F.O.B. destination* includes 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.

**I. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

|   |                      |                |
|---|----------------------|----------------|
| <b><u>ITB No 1764</u></b><br><b><u>Bulk Sanitary Solar Salt</u></b> |                      |                |
| From: _____   | <u>June 13, 2019</u> | <u>2:00 PM</u> |
| Name of Bidder  | Due Date             | Time Due       |
| _____   |                      |                |
| Street or Box Number  |                      |                |
| _____   |                      |                |
| City, State, Zip Code   |                      |                |
| ATTN: <u>Casey McCracken, Purchasing Officer</u>                    |                      |                |

The outer (or delivery envelope) should be addressed as directed on Page 2, second bullet of the solicitation.

If a bid/proposal 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 or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence, other than bid documents, should be placed in the inner envelope.

**J. INSTALLATION:** All items that must be utilized to move product from tank truck into OWNER's tank must be supplied by Bidder. This includes connectors, adapters, spill containment and prevention barriers, static connectors, etc. OWNER is not responsible for providing any unloading labor. Unloading is the sole responsibility of the Bidder. All items that must be assembled and set in place, must be unpackaged and assembled, ready for use. All crating and other packaging debris must be removed from the premises.

**K. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

- L. SAFETY DATA SHEETS:** Safety Data Sheets and descriptive literature shall be provided with the bid/proposal for each chemical and/or compound offered. Failure on the part of the Bidder to submit such data sheets may be cause for declaring the bid nonresponsive. If the safety data sheets and descriptive literature are available online, a list of hyperlinks, in lieu of physical copies, may be included instead (preferred method).
- M. 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 OWNER to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- N. FIT FOR PURPOSE:** The Bidder shall only supply chemicals that are fit for the purpose of treatment of water in accordance with applicable federal, state or local regulations. In the event the product is found NOT to be fit for the purpose intended, any contract will be cancelled and the cost of removal of any product delivered will be at the expense of the Bidder.
- O. SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the Bidder's performance of this contract shall be repaired to OWNER's satisfaction at the bidder's expense.
- P. PRICE ESCALATION/DE-ESCALATION:** The unit price will be held firm for the term of the contract.
- Q. NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, OWNER reserves the right granted by § 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 the agency whenever such low bid exceeds OWNER'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 OWNER for this contract prior to the issuance of the written Invitation to Bid. Negotiations with the low bidder may include both modifications of the bid price and other items required to be performed. The OWNER shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by OWNER and the lowest responsive, responsible bidder(s).

**END OF SECTION**



**ATTACHMENT A  
 BID SHEET**

(THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL)

| <b>Item #</b>  | <b>Estimated Annual Quantity</b> | <b>Units</b>  | <b>Delivery Location</b>                               | <b>Unit Cost</b> | <b>Total Delivered Cost</b> |
|----------------|----------------------------------|---------------|--|------------------|-----------------------------|
| <b>Example</b> | <b>1,000</b>                     | <b>Pounds</b> | <b>1 Water Way</b>                                     | <b>\$10.00</b>   | <b>\$10,000.00</b>          |
| <b>1</b>       | <b>150</b>                       | <b>Tons</b>   | <b>646 Berry Farm Rd<br/>Verona, VA 24482</b>          |                  |                             |
| <b>2</b>       | <b>100</b>                       | <b>Tons</b>   | <b>325 Dice's Springs Rd<br/>Weyers Cave, VA 24486</b> |                  |                             |
| <b>3</b>       | <b>100</b>                       | <b>Tons</b>   | <b>926 Buffalo Gap Hwy<br/>Churchville, VA 24421</b>   |                  |                             |

\*\*\*THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL\*\*\*

**ATTACHMENT B  
REFERENCES**

(THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL)

The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. To that end, please provide the following information:

1. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of chemical \_\_\_\_\_ years \_\_\_\_\_ months.
  
2. REFERENCES: Indicate below, at a minimum, two (2) recent references for whom you have provided this type of chemical. Include the date service was furnished and the name and address of the person the Service Authority has your permission to contact.

| Date Provided | Client and Address | Contact Person<br>and Phone Number |
|---------------|--------------------|------------------------------------|
| _____         | _____              | _____                              |
| _____         | _____              | _____                              |
| _____         | _____              | _____                              |
| _____         | _____              | _____                              |
| _____         | _____              | _____                              |
| _____         | _____              | _____                              |
| _____         | _____              | _____                              |
| _____         | _____              | _____                              |
| _____         | _____              | _____                              |

\*\*\*THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL\*\*\*

**ATTACHMENT C**

**AFFIDAVIT OF NON-COLLUSION**

( THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL)

**TO THE AUGUSTA COUNTY SERVICE AUTHORITY:**

The undersigned hereby declares that he (it) is the only person (firm) with an interest in this bid being submitted; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the Augusta County Service Authority is directly or indirectly interested in this bid or any portion of the profit thereof.

The undersigned also declares that they have carefully examined the Invitation to Bid specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***ADDRESS OF PRINCIPAL PLACE OF BUSINESS:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email Address: \_\_\_\_\_

**\*\*\*THIS COMPLETED PAGE MUST BE INCLUDED WITH YOUR BID SUBMITTAL\*\*\***