

AUGUSTA COUNTY SERVICE AUTHORITY

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



REQUEST FOR SEALED BIDS **Annual Bulk Solar Salt**

ITB No. 2203

Issue Date: November 18, 2021

Sealed Bids for bulk 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, December 7, 2021**, then publicly opened, for furnishing the itemized chemicals, delivery/transportation to be F.O. B., to the water treatment plants for the Augusta County Service Authority (OWNER).

ITB questions: Casey McCracken, Purchasing Officer - 540-245-5680 - email cmccracken@co.augusta.va.us

Technical questions: Timothy Castillo, Director of Treatment Operations— 540-487-8263 - email tcastillo@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 for individual line items on the bid sheet.
 3. **EMAIL or FAX** Bids will **NOT** be accepted.

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

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, no later than five (5) days before the opening date. 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. 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:** OWNERS 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 Bidders physical facilities prior to award to satisfy questions regarding the Bidders 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 ITB, 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 \$100,000.00 Each Accident \$500,000.00 Disease-Policy Limit \$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 \$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 \$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 (if necessary with modifications for quantity/transportation cost differences) 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.

20. FORCE MAJEURE

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party.

Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the signing of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence including, but not limited to, one or more of the following impediments or other similar causes beyond the control of the bidder or OWNER in the performance of the contract where non-performance, by exercise of reasonable diligence, cannot be prevented:

- acts of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
- acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization;
- civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- acts of public enemies, acts of terrorism, sabotage or piracy;

- plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions;
- act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;
- explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current;
- general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises;
- shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the contract.

The bidder agrees that in the event of a delay or failure of performance by the bidder under the contract due to a force majeure occurrence:

- OWNER may purchase products from other sources (without recourse to and by the bidder for the costs and expenses thereof) to replace all or part of the products which are the subject of the delay, which purchases may be deducted from the contract quantities without penalty or liability to OWNER, or
- The bidder will provide OWNER and other public bodies using this contract ("Authorized Users") with access to products first in order to fulfill orders placed before the force majeure event occurred.

Neither the bidder nor OWNER shall be liable to the other for any delay in or failure of performance under the contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the bidder and OWNER to be necessary to enable complete performance by the contracted bidder if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of OWNER where the delay or failure will significantly impair the value of the contract to OWNER or to Authorized Users, OWNER may terminate the contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

In addition, OWNER reserves the right, in its sole discretion, to make an equitable adjustment in the contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of bidder; (ii) the volatility affects the marketplace or industry, not just the particular contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects bidder's performance that continued performance of the contract would result in a substantial loss to the bidder. In the event of a dispute between the bidder and OWNER, such dispute shall be resolved in Augusta County, Virginia; provided, however, that nothing in this clause shall excuse the bidder from performing in accordance with the contract as changed. Equitable

adjustment may include adjustments financially or in any terms of contract performance at OWNER's sole discretion.

Bidder shall not be entitled to an adjustment in contract price or other non-price related items caused by or within the control of bidder. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of bidder.

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, and the right to award either to the lowest bidder per item or to the bidder who submits a bid for all items, with one Grand Total, in lieu of the lowest bidder, item-by-item as deemed to be in the best interest of the OWNER. Bidders do not need to submit for all items to be considered.

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. MULTIPLE AWARDS: Multiple proposals 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 chemical standards for water.

Availability of chemicals and the ability to receive delivery in a timely fashion is critical to OWNER operations. To ensure an uninterrupted supply, OWNER may award to up to two (2) bidders for each chemical. The primary contract holder for each chemical will be determined by the Technical Representative listed above, or his designee.

D. 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.

E. 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.

F. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period. Bidders do not need to bid on each item to be considered.

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/offerors) 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:

<u>ITB No 2203</u> <u>Annual Bulk Solar Salt</u>		
From: _____	<u>December 7, 2021</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. All must be in compliance with the General and Special Conditions of this ITB, as well as conform to Virginia Department of Health chemical standards for water treatment. 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:** Prices quoted shall remain firm for one (1) year. Bidders may request a price adjustment for subsequent years of the contract once per year. Price increases may not be greater than the annualized relevant PPI as specified in the Bureau of Labor Statistics (BLS) Producer Price Index or other method subject to the approval of the Authority. Negative BLS index: If the agreed upon index is a negative number the bidder shall immediately reduce contract rates by the same amount for the duration of the contract year. By submission of a bid, bidder agrees and accepts the terms above for the duration 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)

Item	Delivery Location	Estimated Annual Quantity	Units – Container	Chemical Description	Unit Cost	Total Delivered Cost
Ex.	848 Laurel Hill Road Verona, VA 24482	1,000	Pounds-drum	Example Chemical	\$10.00	\$10,000.00
7	646 Berry Farm Rd Staunton, VA 24401	150 (6 loads)	Tons-Tank Truck	Sanitary Solar Salt		
8	325 Dice's Springs Rd Weyers Cave, VA 24486	150 (6 loads)	Tons-Tank Truck	Sanitary Solar Salt		
9	926 Buffalo Gap Hwy Churchville, VA 24421	100 (4 loads)	Tons-Tank Truck	Sanitary Solar Salt		

**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 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*****