



September 14, 2022

INVITATION TO BID

INVITATION TO BID NUMBER: *Bid #2022-2023*

SUBJECT: *Road Salt Bid*

To whom it may concern:

Sealed bids for the supply of the goods and services fully described in the enclosed Contract Specifications will be accepted until *October 6, 2022* at 2:00 pm, and publicly opened and read on *October 6, 2022* at 2:01 p.m. in the first floor conference room of the Bridgewater Community Center (201 Green Street, Bridgewater, Virginia).

Bids must be submitted on the enclosed Bid Form in complete conformance with the enclosed Bid Information and Requirements form, which is hereby incorporated into this invitation. Failure to meet any standard set forth in the Bid Information and Requirements Form ("BIRF") may result in rejection of the bid. The enclosed BIRF is hereby incorporated in and made a part of this invitation to bid.

Any bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the Town decides not to accept any of the bids and to reopen the contract.

Prices quoted in bids must be held in firm for thirty (30) days after the date set for the opening of the bid to allow the Town time to process and award contract (s).

Sincerely,

Megan Byler
Assistant Town Manager for Public Works

Enclosure



**Town of Bridgewater
P.O. Box 72
Bridgewater, VA 22812**

Bid Documents: Road Salt 2022-2023

Town of Bridgewater
201 Green Street
P.O. Box 72
Bridgewater, VA 22812

Contract Specifications: Road Salt 2022-2023

Sealed bids subject to the conditions, specifications and instructions below and on the attached sheets hereto, will be received at the Town of Bridgewater's Municipal Building, 201 Green Street or P.O. Box 72, Bridgewater, VA 22812 no later than the date and time specified in the "invitation to bid." The envelope containing the bid must be clearly marked: **Road Salt Bid Town of Bridgewater – Bid # 2022-2023** on the outside of the envelope.

The goods being purchased are comprised of road salt, to be delivered to 20 Volunteer Drive, Bridgewater, Virginia in a timely manner after being ordered by the Town.

Bidder shall submit with the bid descriptive literature of the commodities, equipment, materials, supplies or services which bidder proposes to furnish.

All road salt delivered must be of sufficient quality to meet our needs. Excess moisture or clumping of salt will be reason to reject the entire load. Preference will be given to salt housed inside and away from the elements.

Contract will be awarded to the lowest responsible bidder submitting and meeting the Town's requirements.

The Town reserves the right to reject any or all bids and further reserves the right to waive or not waive any informality in any bid.

If further information is needed, please contact Ms. Megan Byler, Assistant Town Manager of Public Works at (540) 908-4212.

Town of Bridgewater: Bid Form

Road Salt, Delivered Price:

50-100 Tons (total delivered price per ton) _____

100-200 tons (total delivered price per ton) _____

200-300 tons (total delivered price per ton) _____

Road Salt, Delivery Time:

Our delivery time is _____ Calendar Days
_____ Business Days

Road Salt is housed inside and away from the elements: Yes _____ No _____

Name of Company Submitting Bid: _____

Address: _____

Telephone number: _____

Email Address for Contact: _____

This bid form must be signed by an authorized representative or officer of the bidding firm.

Representative's Name: _____

Representative's Title: _____

Representative's Signature: _____

Date: _____

TOWN OF BRIDGEWATER, VIRGINIA BID
INFORMATION AND REQUIREMENTS FORM ("BIRF")

1. General:

- a. This document will form part of the contract between the successful bidder and the Town. The terms of this document are subject to the Invitation to Bid ("ITB"), which shall control in the event of conflict.
- b. Sealed bids subject to the conditions, specifications, and instructions below and on the attached sheets hereto, will be received in person at the Town of Bridgewater's Community Center, 201 Green Street, Bridgewater, Virginia or through the mail, Post Office Box 72, Bridgewater, Virginia, 22812, until the time and date specified in the ITB. If the ITB so indicates, bids may also be transmitted by email.
- c. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision risk not being considered.

2. Contents of Bids:

- a. All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder should show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder should submit proof that the individual has the authority to bind the firm or corporation.
- b. Unless the ITB or specifications expressly provide otherwise, where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its equivalent, shall be furnished. If the bidder proposes equivalent but not identical items, the bidder must furnish descriptive literature and full particulars for review, so that the Town may assure equivalence of items.
- c. Samples of items, if requested, shall be furnished by the bidder without charge. Upon request, within sixty days after the date set for opening the bids, the samples will be returned at the bidder's expense. Otherwise samples may be destroyed or consumed.
- d. Time is of the essence in all matters related to this contract.
- e. All erasures, interpolations, and other changes in the bid should be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the proposal, may be rejected by the Town as being incomplete.

- f. The bid, the bid security, if any, and any other documents required, should be enclosed in a sealed opaque envelope.

3. Bidder's Representations:

- a. Each bidder, by submitting a bid in response to this invitation to bid, represents that the bidder has read and understands the contract specifications and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
- b. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any bidder from any obligations with respect to his bid or to the contract.

4. Contractor's Registration:

Construction contractors are referred to Chapter 11 of Title 54.1 of the Code of Virginia, concerning residency issues, licensing issues, and evidence of licensure. They shall submit proper evidence of their registration prior to the consideration of bids.

5. Addenda:

- a. If any party contemplating the submission of a bid on this invitation is in doubt as to the meaning of any part of the plans, specifications or other documents, he should submit a written request for an interpretation thereof to the Town. Typically, an interpretation of the contract specifications will be made by addendum duly issued to each party receiving invitation to bid. Addenda will be available at the Town offices for review by any interested party. THE TOWN SHALL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF CONTRACT SPECIFICATIONS, EXCEPT AS ISSUED BY ADDENDUM.
- b. Any changes to the ITB or contract specifications shall be in the form of a written addendum from the Town which shall be signed by the Town Superintendent or any duly authorized representative.
- c. To the extent practicable, all addenda will be issued no later than four calendar days prior to the date set for the receipt of bids except an addendum extending the date for the receipt of bids or an addendum withdrawing the invitation to bid.
- d. Each bidder shall be responsible for determining that all addenda issued by the Town for the ITB have been received before submitting a bid proposal for the work.

- e. Each bidder should acknowledge the receipt of each addendum in his bid.
- f. Unless otherwise instructed by a potential bidder, the Town will issue addenda by email, wherever practicable. If the Town does not know a potential bidder's email address, or if email transmission is impracticable, the Town may use any other method of delivery.

6. Taxes:

- a. The successful bidder shall pay all County, Town, State and Federal taxes. Such taxes shall not be in addition to the contract price between the Town and the successful bidder, as the taxes shall be an obligation of the successful bidder and not of the Town, and the Town shall be held harmless for same by the successful bidder. To the extent authorized in the ITB or any addendum, the Town may waive fees and taxes which would otherwise be due to it.

7. Submission of Bids:

- a. All bidders should use the form provided, if any, in submitting their bids.
- b. The envelope containing the bid should be sealed and marked in the lower left-hand corner with the invitation to bid number, commodity, and due date of the bid. Additional copies of bids should be enclosed in the same envelope as the original bid.
- c. If a bid contains proprietary information or trade secrets, such information must be submitted in a separate sealed and resealable envelope, and clearly marked as such.
- d. Where email bids are allowed, these provisions in section seven shall be followed as closely as practicable.

8. Bid Security:

- a. If the bidder is required to furnish a bid bond by the invitation to bid, or if the bid is for a construction contract in excess of \$500,000, bidder shall obtain a bid bond from a surety company authorized to do business in Virginia as a guarantee that if the contract is awarded to the bidder, the bidder will enter into the contract for the work described in the bid at the bid price. Alternatively, the bidder may provide a certified check, cashier's check, or cash escrow in the face amount required for the bond.

9. Modification of Bid:

- a. A bid may be modified or withdrawn by the bidder anytime prior to the time and date set for the receipt of bids. The bidder shall notify the Town, in writing of his

intentions.

- b. Modified and withdrawn bids may be resubmitted to the Town up to the time and date set for the receipt of bids.
- c. No bid can be withdrawn after the time set for the receipt of bids and for thirty days thereafter.
- d. Bidders whose bids contain a numeric or clerical error (as opposed to a mistake in judgment) may withdraw such bids within two business days of the date and time of opening the bids by notifying the Town Superintendent of the decision to withdraw in writing. The bidder's original work papers shall be included with such notice.

10. Opening of Bids:

- a. All bids received on time will be opened and publicly read aloud.
- b. Any bidder, upon request, will be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the Town decides not to accept any of the bids and to restart the procurement process. Otherwise, bid records shall be open to public inspection only after award of the contract.

11. Award of Contract:

- a. The Town reserves the right to waive any informality in bids and to reject any or all bids. Where doing so would not undermine the purposes of the Town's procurement policy (in the sole judgment of the Town) the Town can, in its discretion, accept a bid which is non-conforming in one or more respects.
- b. The Town shall have the right, before awarding the contract, to require a bidder to submit such evidence of his qualifications as it may deem necessary and may consider any evidence available to it concerning the financial, technical, and other qualifications and abilities of a bidder.
- c. The bidder to whom the contract is awarded shall, within twenty days after prescribed documents are presented for signature, execute and deliver to the Town the contract forms and any other forms or bonds required by the bid.
- d. The contract documents shall be subject to and governed by the laws of the Commonwealth of Virginia and the Town of Bridgewater. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the state courts serving Rockingham County, Virginia. If, in any litigation, the contractor shall be found to have breached this contract, the Town shall be entitled to its reasonable attorney's fees expended.

- e. Price is not the sole consideration in awarding a contract. Superior qualifications, life-cycle costing, value analysis, quality of workmanship, delivery cost and timing, and suitability for the Town's particular purpose may all be taken into effect.

12. Bonds:

If the successful bidder is required to furnish a Performance Bond and a Labor and Material Payment Bond by the invitation to bid, or if the bid is for a construction contract in excess of \$500,000, the successful bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the requirements of § 2.2-4337 of the Code of Virginia. Alternatively, the bidder may provide a certified check, cashier's check, or cash escrow in the face amount required for the bond.

13. Contractor's Performance:

- a. The successful bidder shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with the terms, conditions, specifications and drawings of his bid and the contract documents.
- b. The successful bidder agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under this contract.
- c. The successful bidder shall secure all necessary permits for the proper execution and completion of the work. All bids submitted shall include in price the cost of any business or professional licenses, permits or fees required by Rockingham County, the Commonwealth of Virginia, or any other governmental entity. To the extent authorized in the ITB or any addendum, the Town may waive fees and taxes which would otherwise be due to it.
- d. The successful bidder shall ensure that his employees exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- e. The successful bidder shall cooperate with Town officials in performing the work so that interference with existing Town operations will be held to a minimum.
- f. The successful bidder agrees and covenants that he or she shall indemnify and hold the Town and its employees and agents harmless against and from all liability, claims, damages and costs, including attorneys' fees of every kind attributable to bodily injury, sickness, disease or death or to damage to or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract, whether or not also caused in part by a person or entity indemnified by this agreement.

- g. In case of any contractual default by the successful bidder, the Town, after due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful bidder responsible for all damages including, without limitation, attorneys' fees and any other excess cost occasioned thereby.

14. Employment Discrimination by Contractor Prohibited:

- a. During the performance of this contract, the successful bidder agrees as follows:
 - (1) The successful bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The successful bidder, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, 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 successful bidder shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

15. Compensation:

- a. The successful bidder shall be required to submit a complete itemized invoice on each delivery or service which he or she may perform under the contract.
- b. Payment shall be rendered to the successful bidder for satisfactory compliance with the terms, conditions and specifications of the contract and within forty-five (45) days after the receipt of the proper invoice.

16. Successful Bidder's Obligation to Pay Subcontractors:

- a. The successful bidder awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the Town for work performed by his subcontractor(s) under the contract:

- (1) Pay the subcontractor(s) for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor(s) under the contract; or
 - (2) Notify the Town and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The successful bidder shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the Town for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by paragraph (a)(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
 - c. The successful bidder shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
 - d. The successful bidder's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the Town. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

17. Cancellation:

- a. The Town reserves the right to terminate the contract immediately (i) in the event that the successful bidder discontinues or abandons operations; (ii) if adjudged bankrupt, or reorganized under any bankruptcy law; or (iii) fails to keep in force any required insurance policies or bonds.
- b. Failure of the successful bidder to comply with any section or part of the contract may be considered grounds for immediate cancellation of the contract by the Town.
- c. If the cancellation clause is used by the Town, the successful bidder will be paid by the Town for all scheduled work completed satisfactorily by the successful bidder up to the termination date set in the written cancellation notice.

18. Claims and Appeals:

All claims against the Town and appeals of Town decisions shall be made in strict accord with the Town's Procurement Policy. Compliance with the policy is mandatory.