

INVITATION TO BID
CONDITIONS AND INSTRUCTIONS

All bids must be submitted in accordance with these conditions and instructions. If more space is required to furnish a description of the services and materials offered, unit prices, or performance terms, the bidder may attach a letter hereto which will be made a part of the bid.

1. Bids must be submitted by one of the following methods:

In person, by FedEx, UPS, etc.: Delivered to the receptionist located in the Administrations Offices at

Augusta County Service Authority (ACSA)
ATTN: IFB# 1728 Bulk Solar Salt Bid
18 Government Center Lane
Verona, VA 24482

or by USPS – addressed to: Augusta County Service Authority
ATTN: IFB# 1698 Bulk Solar Salt Bid
PO Box 859
Verona, VA 24482-0859

2. Bids received after the date and time specified for the opening will not be considered. It will be the responsibility of the responding firm 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.
3. **Faxed or emailed Bids will NOT be accepted.**
4. Prices should be stated in unit price per ton.
5. The discount for payment shall be stated in # of days and reflect any percentage discount for early payment.
6. All Bids must include the company name and be signed by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.
7. All Bids must note # days for delivery After Receipt of Order to deliver.
8. **Laws and regulations:**
- (a) The Bidder shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- (b) The Bidder shall assure that all tradesmen who perform work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by the Code of Virginia and applicable regulations.
- (c) If the Bidder violates laws or regulations that govern the Project, the Bidder will indemnify and hold the ACSA harmless against any fines and/or penalties that result from such violation. To the extent that such violation is the result of negligence or other actionable conduct of the Bidder, the Bidder indemnifies and holds the ACSA harmless against any third party claims, suits, awards, actions, causes of action or judgments, including but not limited to attorney's fees and costs incurred there under, that result from such violation.

9. Non-discrimination. 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 state law relating to discrimination in employment, except where there is a 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.

The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, will state that such Bidder 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 purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each vendor.

Where applicable, laws protecting the rights of the disabled, including the Virginians with Disabilities Act and the federal Americans with Disabilities Act, shall apply.

10. Prohibition of Alcohol and other Drugs.

(a) During the performance of this contract, the Bidder agrees to (i) provide a drug-free workplace for the Bidder'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 Bidder'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 Bidder that the Bidder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every purchase order of over \$10,000, so that the provisions will be binding upon each 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 Bidder 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.

(b) The Bidder shall also establish, maintain and enforce policies which prohibit the following acts by all Bidder and supplier personnel on ACSA premises: (1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and (2) the impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

11. Public Inspection of Procurement Records: Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342.

12. Costs of Proposal Preparation: Any costs incurred by the Bidder in preparing or submitting proposals are the Bidders' responsibility. ACSA will not reimburse any Bidder for any costs incurred as a result of a response to this Invitation To Bid.

13. Ownership of Materials: Ownership of all data, material and documentation originated and prepared for ACSA, including any electronic media, pursuant to the IFB shall belong exclusively to ACSA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information

submitted by an 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.

- 14. Cancellation of Contract: ACSA reserves the rights to cancel and terminate any contract resulting from this solicitation, in part or in whole, without penalty, upon 60 days written notice to the Bidder.
- 15. Insurance Coverage: Prior to the execution of the Contract, the Bidder shall furnish ACSA with a Statement of Insurance coverage from his agent indicating effective dates and limit of coverage of \$1,000,000 for General liability, Statutory Limits for workers compensation and general automobile liability insurance equal to statutory requirements as a minimum.
- 16. 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.
- 17. 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 Bidder does not, and shall not during the performance of this contract for goods in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

18. Bid Prices:

Bidders must state if the bid prices will remain firm for the full contract period (one calendar year from award date), or if the bid prices will be subject to escalation/de-escalation during the contract period.

	Yes	No
Price will be subject to escalation/de-escalation?	_____	_____

If yes, escalation/de-escalation percentage cap per year? _____%. If yes, notice must be given in accordance with paragraph 19 below.

19. Product Price Escalation/De-Escalation Clause:

Prime consideration will be given to firm pricing for the duration of the contract. However, in the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the Authority.

- a. Vendor shall give written notice to Accounts Payable Clerk, %ACSA, PO Box 859, Verona, VA 24482-0859 of any proposed changes to contract unit prices not less than thirty (30) calendar days prior to the effective date of said (unit) price change, and the change shall remain effective for 90 days subsequent to the 30 day notice (see paragraph f, below).
- b. Such notice must be accompanied by a certified letter showing the increase in price from vendor's source of supply.
- c. Any price change is not applicable to orders already issued and in process at time of written notice.
- d. The Authority reserves the right to cancel a contract resulting from this request and solicit a new contract if the Contracting Officer feels the price escalation is not in the best interest of the Authority. Other bidders from the original bid will be taken into consideration as to the best interest of the Authority. Cancellation of the contract shall not affect any outstanding orders.

- e. Any revision of prices shall become effective thirty (30) calendar days from the date the escalation notice is received by the Contracting Officer, provided they do not conflict with item (f) below.
- f. All approved price changes resulting from this escalation clause shall be firm for a minimum period of ninety (90) calendar days.
- g. Contract shall be limited to a maximum of one (1) price escalation per calendar year unless otherwise specified in this request.
- h. During the term of this agreement, vendor agrees to notify the Authority if any escalated prices are at a later date de-escalated and vendor agrees to pass those de-escalated changes on to the Authority.

20. IDENTIFICATION OF BID/PROPOSAL ENVELOPES: The signed bid/proposal should be returned in an inner envelope identified as follows:

INNER ENVELOPE IDENTIFICATION

<u>IFB No 1728</u>		
<u>Bulk Solar Salt Bid</u>		
<u>From:</u> _____	<u>June 25, 2014</u>	<u>2:00 PM</u>
Name of Bidding Firm	Due Date	Time Due

Street or Box Number		

City, State, Zip Code		
<u>Attn: Oscar Beasley, Purchasing Officer</u>		

The outer (or delivery envelope) should be addressed as directed on Page 2, Item 1 of the solicitation, depending on the method of delivery.

If a bid/proposal not contained in the special envelope is delivered by whatever means, the bidder or 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. No other correspondence, other than bid documents, should be placed in the inner envelope.

***** PAGES 1 & 4 ARE REQUIRED TO BE RETURNED WITH YOUR BID DOCUMENTS*****