

INVITATION FOR BID

IFB NUMBER: 02-007
DATE OF THIS REQUEST: November 15, 2001
DESCRIPTION: Bulk Salt for Snow and Ice Removal from Roadways
BID DEADLINE/OPENING DATE: Friday, November 30, 2001, 2:00 P.M.

For technical information relating to this IFB please contact:

Technical	James H Weeks III Supt of Public Works 360 Falmouth St P.O. Drawer 341 Warrenton, VA 22188 540-347-1858 jweeks@ci.warrenton.va.us	Other	Purchasing Agent P.O. Drawer 341 18 Court St P O Drawer 341 Warrenton, VA 22186 540-347-1102 staff@ci.warrenton.va.us
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The Town of Warrenton is currently seeking bids from qualified vendor to supply its annual bulk salt requirements. The following specifications govern this purchase:

- All bulk salt shall be anti-caking to conform with Virginia Department of Transportation Specifications.
- Shipping point should be indicated. Bid shall be for FOB Warrenton, Virginia in truckload quantities, as ordered.
- Delivery shall be made between the hours of 8:00 AM and 4:30 PM EST to the Town Shop, 360 Falmouth Street, Warrenton, VA, 20186.
- Estimated date of first order is December 5, 2001 .
- Delivery required within seventy-two (72) hours of telephone order.
- Estimated quantity required is 550 tons. The Town of Warrenton will not be required to purchase exact quantities estimated. Actual requirements will depend on weather and related conditions.
- Terms are net 30 days.

The General Terms & Conditions, attached hereto shall govern this purchase.

All bids must be signed and sealed in envelopes plainly marked on the outside, "Sealed Bid - Bulk Salt" and should be directed to the Purchasing Agent.

Bids are opened and read aloud by the Purchasing Agent at the appointed hour and date in the presence of the Superintendent of Public Works, or his designee and such of the bidders as choose to attend, at the Municipal Building, 18 Court Street, Warrenton, VA.

All bids must be placed on the attached price quote sheet. The price quote sheet must be signed by an individual authorized to legally bind the organization.

The Town reserves the right to reject any and all bids and waive all formalities. All contracts are awarded by the Town Manager. In the event the Town Manager rejects all bids, the Town will advertise or make the purchase on the open market.

TOWN OF WARRENTON, VIRGINIA
GENERAL TERMS AND CONDITIONS
GOODS

1. **MANDATORY USE OF TOWN FORMS, TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Town form provided shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.
2. **PRECEDENCE OF TERMS:** in case of a conflict between the General Terms and conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.
3. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Director of the Department Head whose name appears on the face of the solicitation by five days before the bid opening date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Director.
4. **BRAND NAME OR EQUAL:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturing name, but conveys the general style, type, character and quality of the article needed. Any article that the Town, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible for clearly and specifically showing that the product being offered, by providing specific descriptive literature, catalog cuts and technical details, to enable the Town to decide whether 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 process. Failure to furnish adequate data for evaluation purposes may result in the Town declaring the bid nonresponsive. Unless the bidder/offeror clearly shows in his bid/proposal that the product being offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
5. **TRANSPORTATION AND PACKAGING:** By submitting a bid/proposal, all bidders/offerors certify and warrant that the price offered for FOB Destination includes only the actual freight 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 the purchase order number, commodity description and quantity.
6. **TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
7. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of an invoice, or acceptance of the goods by the Town of Warrenton, whichever occurs later. This shall not affect offers of discounts for payment in less than 30 days, however.
8. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the seller direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.
9. **TAXES:** Sales to the Town of Warrenton are exempt from state and local sales taxes. State sales and use tax certificates of exemptions will be issued upon request.

10. **DEFAULT:** In case of failure to deliver goods or services according to the contract terms and conditions, the Town, after due oral or written notice, may obtain them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be beyond any other remedies that the Town may have.

11. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

12. **ANTITRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton 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 the Town of Warrenton under said contract.

13. **ETHICS IN PUBLIC CONTRACTING:** By submitting a bid/proposal, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor about their bid/proposal, 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.

14. **ANTI-DISCRIMINATION:** By submitting a bid/proposal all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act that provides:

In every contract more than \$10,000, the provisions in A and B below apply:

A. During the performance of this contract, the contractor agrees as follows:

The Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the seller. The seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The seller, in all solicitations or advertisements for employees placed by or for the seller, will state that such sellers are equal opportunity employers.

Notices, advertisements and solicitations placed according to federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

B. The seller will include the provisions of A above in every subcontract or purchase order more than \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

15. **INDEMNIFICATION:** Sellers agree to indemnify, defend and hold harmless the Town of Warrenton, its 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 any materials, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Town or to the failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the seller of the materials, goods or equipment delivered.

16. **DEBARMENT STATUS:** By submitting a bid/proposal, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

17. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation 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 seller shall comply with applicable federal, state and local laws and regulations.

18. **QUALIFICATIONS OF BIDDERS/OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work or furnish the item(s) and the bidder/offer shall furnish the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fail to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the item(s) contemplated therein.

19. **NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

Price Quote Sheet

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Price per ton, FOB Warrenton, VA \$ _____

(Please refer to the specifications for further information relating the chemical characteristics.)

Company Name _____

Address _____

Phone Number _____ Fax Number _____

Authorized Agent Signature _____

Title _____

Date _____