

IFB # 1088536	<b>MONTGOMERY COUNTY, MARYLAND</b> <b>Cooperative Purchase of Road Deicing Salt</b> <b>SOLICITATION, BID AND AWARD SHEET</b>	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE, STE. 180 ROCKVILLE, MD 20850-4166
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**PART I: SOLICITATION (Invitation for Bids ("IFB"))**

SEALED BIDS IN ORIGINAL AND **ONE (1)** COPIES TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO **11:00 A.M.** LOCAL TIME ON **8/7/2018**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED.

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER.** THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

**PART II-BID**

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

**NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS:** The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

**All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.**

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: Mid-Atlantic Salt, LLC	TELEPHONE NO.: 724-287-0770
ADDRESS: 197 New Castle Rd. Butler, PA 16001	TOLL FREE NO.: 866-DEICING
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address) P.O. Box 135 Gladwyne, PA 19035	FAX NO.: 724-287-0540
BIDDER'S E-MAIL ADDRESS: sales@mid-atlanticsalt.com	

ACKNOWLEDGEMENT OF AMENDMENTS The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:	Suzanne Stein, Vice President NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):			
<table border="1"> <thead> <tr> <th>Amendment No./Date</th> <th>Amendment No./Date</th> </tr> </thead> <tbody> <tr> <td>1 / August 1, 2018</td> <td>2 / August 2, 2018</td> </tr> </tbody> </table>		Amendment No./Date	Amendment No./Date	1 / August 1, 2018
Amendment No./Date	Amendment No./Date			
1 / August 1, 2018	2 / August 2, 2018			
<table border="1"> <tr> <td data-bbox="592 1396 1266 1556">                       SIGNATURE OF ABOVE PERSON:                 </td> <td data-bbox="1266 1396 1537 1556">                     8/2/18                      DATE:                 </td> </tr> </table>	 SIGNATURE OF ABOVE PERSON:	8/2/18 DATE:		
 SIGNATURE OF ABOVE PERSON:	8/2/18 DATE:			

**PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))**

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: \_\_\_\_\_ YOUR CONTRACT NUMBER IS: \_\_\_\_\_

MONTGOMERY COUNTY, MARYLAND

BY \_\_\_\_\_  
 PRINTED NAME OF CONTRACTING OFFICER      SIGNATURE OF CONTRACTING OFFICER      AWARD DATE

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

IFB #1088536

QUOTATION SHEET

Cooperative Purchase of Road Deicing Salt

Contract(s) will be awarded by zone. All items in any particular zone must be bid upon, or the bid for that zone, will be declared non-responsive. See page A, SECTION A, Provision 3 (E), Method of Award.

ZONE is defined as the following:

**Zone 001 – Suburban Maryland, including the following jurisdictions:**

\*Montgomery County, MD  
Montgomery County Public Schools, MD  
Prince George's County, MD  
Prince George's County Public Schools, MD  
City of Bowie, MD  
City of College Park, MD  
City of Frederick, MD  
City of Gaithersburg, MD  
City of Greenbelt  
City of Rockville, MD  
Anne Arundel County Public Schools, MD

**Zone 002 – Suburban Virginia, including the following jurisdictions:**

Arlington County, VA  
Loudon County Government, VA  
Prince William County Public Schools, VA  
Prince William County Service Authority  
City of Alexandria, VA  
City of Fairfax, VA  
City of Falls Church, VA  
Town of Herndon, VA  
Town of Leesburg, VA  
Town of Vienna, VA

**Zone 003 – Washington DC, including the following jurisdictions:**

(DC DPW) District Department of Public Works  
Washington Metropolitan Area Transit Authority

**Zone 004 – Southern Maryland, including the following jurisdictions:**

Charles County, MD

\* The estimated road deicing salt annual quantities for Montgomery County, MD are inclusive of both Montgomery County, MD and Montgomery College in Montgomery County, MD.

IFB # 1088536  
 QUOTATION SHEET (Continued)

Contract(s) will be awarded by ZONE to the lowest and second lowest responsive bid(s) submitted by a responsible bidder(s) as determined by the Director, Office of Procurement. If there are any discrepancies in the arithmetic calculations, the unit price will prevail and the County reserves the right to recalculate the extended price and the total aggregate price.

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
001	A	Rock Salt - 10 Ton Min. Pick Up by Ordering Department or Agency Pick Up Location:	1,000	X	\$ N/B /ton	=	\$ N/B
001	B	Rock Salt - (FOB) Delivered to Locations as Specified on Page(s) 14-16	117,440	X	\$ N/B /ton	=	\$ N/B
Total Aggregate Price (Extended Price A+B) For Zone 001							\$

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
002	A	Rock Salt - 10 Ton Min. Pick Up by Ordering Department or Agency Rocket Terminal, 2021 S. Clinton St. Pick Up Location: Baltimore, MD 21224	1,000	X	\$ 59.00/ton	=	\$ 59,000 <sup>XX</sup> <sub>100</sub>
002	B	Rock Salt - (FOB) Delivered to Locations as Specified on Page(s) 17-19	28,550	X	\$ 65.00/ton	=	\$ 1,855,750 <sup>XX</sup> <sub>100</sub>
Total Aggregate Price (Extended Price A+B) For Zone 002							\$ 1,914,750 <sup>XX</sup> <sub>100</sub>

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
003	A	Rock Salt - 10 Ton Min. Pick Up by Ordering Department or Agency Rocket Terminal, 2021 S. Clinton St. Pick Up Location: Baltimore, MD 21224	1,000	X	\$ 59.00/ton	=	\$ 59,000 <sup>XX</sup> <sub>100</sub>
003	B	Rock Salt - (FOB) Delivered to Locations as Specified on Page(s) 20	49,900	X	\$ 64.00/ton	=	\$ 3,193,600 <sup>XX</sup> <sub>100</sub>
Total Aggregate Price (Extended Price A+B) For Zone 003							\$ 3,252,600 <sup>XX</sup> <sub>100</sub>

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
004	A	Rock Salt - 10 Ton Min. Pick Up by Ordering Department or Agency Rocket Terminal, 2021 S. Clinton St. Pick Up Location: Baltimore, MD 21224	1,000	X	\$ 59.00/ton	=	\$ 59,000 <sup>XX</sup> <sub>100</sub>
004	B	Rock Salt - (FOB) Delivered to Locations as Specified on Page(s) 21	11,000	X	\$ 69.00/ton	=	\$ 759,000 <sup>XX</sup> <sub>100</sub>
Total Aggregate Price (Extended Price A+B) For Zone 004							\$ 818,000 <sup>XX</sup> <sub>100</sub>

**NOTICE TO BIDDERS**

All items and quantities in this Solicitation and specified by these Special Provisions are provided for use when and as directed by the Contract Administrator or Designee. The estimated quantities for these items are established for the sole purpose of obtaining a bid price. . The "Quotation Sheet" quantities are estimated quantities for an average winter. The quantities for the items may be increased or decreased without any adjustments to the Contract Unit Price or the item(s) may be deleted entirely from the Contract by the Contract Administrator or Designee without negotiation. The Contractor will not be allowed to submit a claim against the County or any jurisdiction listed in this solicitation for any adjustment to the Contract Unit Price should the quantity for the item(s) be increased, decreased or the item(s) be eliminated in its/their entirety. As stated, this is a "Requirements" type Contract and the issuance of orders (the use of any amount of quantities) is contingent upon the annual approval of funding.

Contact person for questions concerning your Bid:

NAME: Suzanne Stein PHONE #: 724-287-0770  
EMAIL: Sales@mid-atlanticsalt.com FAX # 724-287-0540

Contact person to handle any problems with delivery, etc.:

NAME: Cindy Graham PHONE #: 724-287-0770  
Email ADDRESS: Sales@mid-atlanticsalt.com FAX#: 724-287-0540

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor:

PORTION OF WORK: None

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

IFB #1088536  
QUOTATION SHEET(Continued)

DESIRED AND REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. A Bidder may offer a delivery schedule that falls between the "Desired" delivery schedule and the "Required" delivery schedule without prejudicing evaluation of the bid. However, bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared nonresponsive and rejected. The County may elect to award under the Bidder's proposed delivery schedule if it offers delivery in less time than the desired or required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the desired delivery schedule and it will apply to the award.

DELIVERY SCHEDULE

Number of calendar days after County's signature date of a "Notice to Proceed" or a purchase order.

ITEM NO.	QTY	DEL. DESIRED BY COUNTY	DEL. REQUIRED BY COUNTY	BIDDER'S PROPOSED DEL.
Furnish & Load (Pick up by County) Item Numbers 001A, 002A, 003A, 004A	AS REQUESTED BY COUNTY	1 (one) Calendar Day	1 (one) Calendar Day	<u>1</u> Calendar Days

ITEM NO.	QTY	DEL. DESIRED BY COUNTY	DEL. REQUIRED BY COUNTY	BIDDER'S PROPOSED DEL.
Delivery Item Numbers 001B, 002B, 003B, 004B	AS REQUESTED BY COUNTY	3 (three) Calendar Days	5 (five) Calendar Days	<u>3</u> Calendar Days

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OFFICE OF PROCUREMENT  
255 Rockville Pike, Suite 180, Rockville, MD 20850-4166  
VOICE: 240-777-9942 TTY: 240-777-9956 FAX: 240-777-9952

August 1, 2018

**SOLICITATION AMENDMENT#1  
IFB #1088536**

PAGE 1 of 4 FOR THE PROCUREMENT: for  
**Cooperative Purchase of Road Deicing Salt**

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ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS.  
**FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.**

**Change #1**

Replace page E-1 with Revised Page E-1, changes in bold, italic, and underlined.

**Change #2**

Replace page E-2 with Revised Page E-2, changes in bold, underlined, and italic.

**Change #3**

Replace page 20 with Revised Page 20, changes in bold and italic.

**Change #4**

The bid opening date is changed from 11:00 am August 7, 2018 to 11:00 am August 10, 2018.

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THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGE SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS IS EXTENDED.

ISSUED BY: Cherri Branson  
Cherri Branson, Director, Office of Procurement

NAME OF OFFEROR: Mid-Atlantic Salt, LLC  
(Type or print)

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN: Suzanne Stein, Vice President  
(Type or print)

OFFEROR'S SIGNATURE: Suzanne Stein DATE: 8/2/18



OFFICE OF PROCUREMENT  
255 Rockville Pike, Suite 180, Rockville, MD 20850-4166  
VOICE: 240-777-9942 TTY: 240-777-9956 FAX: 240-777-9952

August 2, 2018

**SOLICITATION AMENDMENT#2**  
**IFB #1088536**

PAGE 1 of 2 FOR THE PROCUREMENT: for  
**Cooperative Purchase of Road Deicing Salt**

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ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS.  
**FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.**

**Change #1**

Replace page E-2 with Revised Page E-2, changes in bold, underlined, and italic.

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THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGE SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS IS NOT EXTENDED.

ISSUED BY: Cherri Branson  
Cherri Branson, Director, Office of Procurement  
NAME OF OFFEROR: Mid-Atlantic Salt, LLC  
(Type or print)  
NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN: Suzanne Stein, Vice President  
(Type or print)  
OFFEROR'S SIGNATURE: [Signature] DATE: 8/2/18

**MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**

**USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE**

**A. Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contracts(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

**B. Contract Agreement**

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractors(s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**C. A negative reply will not adversely affect consideration of your bid.**

**D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)**

**E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to the jurisdiction by the awardee.**

**F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

**G. Notification and Reporting**

The Contractor agrees to notify if requested by the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
_____	_____	Alexandria, Virginia	_____	_____	Howard County Schools
_____	_____	Alexandria Public Schools	_____	_____	Herndon, Virginia
_____	_____	Alexandria Sanitation Authority	_____	_____	Leesburg, Virginia
_____	_____	Annapolis City	_____	_____	Loudoun County, Virginia
_____	_____	Anne Arundel County	_____	_____	Loudoun County Public Schools
_____	_____	Anne Arundel Schools	_____	_____	Loudoun County Water Authority
_____	_____	Arlington County, Virginia	_____	_____	Manassas, Virginia
_____	_____	Arlington County Public Schools	_____	_____	City of Manassas Public Schools
_____	_____	Baltimore City	_____	_____	Manassas Park, Virginia
_____	_____	Baltimore County Schools	_____	_____	MD-National Capital Park & Planning Comm.
_____	_____	Bladensburg, Maryland	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Bowie, Maryland	_____	_____	Metropolitan Washington Council of Governments
_____	_____	BRPC	_____	_____	Montgomery College
_____	_____	Carroll County	_____	_____	Montgomery County Public Schools
_____	_____	Carroll County Schools	_____	_____	Prince George's County, Maryland
_____	_____	Charles County Government	_____	_____	Prince George's Public Schools
_____	_____	Charles County Schools	_____	_____	Prince William County, Virginia
_____	_____	City of Fredericksburg	_____	_____	Prince William County Public Schools
_____	_____	College Park, Maryland	_____	_____	Prince William County Service Authority
_____	_____	District of Columbia Government	_____	_____	Rockville, Maryland
_____	_____	District of Columbia Schools	_____	_____	Spotsylvania County Govt. & Schools
_____	_____	District of Columbia Water & Sewer Auth.	_____	_____	Stafford County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Takoma Park, Maryland
_____	_____	Fairfax County Water Authority	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Falls Church, Virginia	_____	_____	University of the District of Columbia
_____	_____	Fauquier County Schools & Govt., Virginia	_____	_____	Vienna, Virginia
_____	_____	Frederick, Maryland	_____	_____	Washington Metropolitan Area Transit Auth.
_____	_____	Gaithersburg, Maryland	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Greenbelt, Maryland	_____	_____	Winchester, Virginia
_____	_____	Harford County	_____	_____	Winchester Public Schools
_____	_____	Harford County Schools	_____	_____	
_____	_____	Howard County	_____	_____	

Mid-Atlantic Salt, LLC  
Vendor Name