



REQUEST FOR INFORMAL QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

Company Name: _____
 Address: _____

 Contact Name: _____
 Contact Title: _____
 Phone Number: _____
 E-mail: _____

NOTES:

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2.

RETURN INFORMAL QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
 Washington County Administration Building
 100 West Washington Street, Third Floor, Room 320
 Hagerstown, Maryland 21740-4748
 Fax: 240-313-2331

Attention: *Tina Wilson, CPPB – Procurement Specialist I*

Telephone Number: 240-313-2330

**REQUEST FOR
 INFORMAL QUOTATION
 THIS IS NOT
 AN ORDER**

DATE ISSUED

9/21/2016

DESCRIPTION:

**IQ-16-013
 SIDEWALK ICE MELT**

(See Attached Instructions)

INFORMAL QUOTATION DUE: Wednesday, October 5, 2016, no later than 3:00 P.M., local time (EDST), and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to attend.

INFORMAL QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Tina Wilson, CPPB, Procurement Specialist I, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland, 21740-4748 and enclosed in a sealed opaque envelope marked **INFORMAL QUOTATION (IQ-16-013) "SIDEWALK ICE MELT"** and bearing the vendor's name, or via facsimile to: 240-313-2331.

Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials and equipment called for by said specifications and instructions.

NOTE: Quoters shall submit the FORM OF PROPOSAL as their submittal.

**IQ-16-013
SIDEWALK ICE MELT**

NOTICE TO QUOTERS & INSTRUCTIONS

1. **AWARD:** Award shall be made to the responsible Quoter submitting the *lowest responsive Quotation for each item*. Quoters may submit pricing on one or multiple items.
2. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The quoter/vendor certifies, by submission of this quotation or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this quotation that it will include this clause without modification in all lower tier transactions, solicitations, quotations, contracts, and subcontracts. Where the quoter/vendor or any lower tier participant is able to certify to this statement, it shall attach an explanation to this solicitation/proposal
3. **DELIVERY:** Deliveries shall be F.O.B. Destination, inside delivery to the County departments listed in the Request for Quotation document, as required and delivered within seventy-two (72) hours from order placement. Departments will submit a purchase order for the contract period and will call or email quantities to be delivered as needed. Orders are not to be filled until a department places an order via phone, fax or email. Local Emergency Departments will call or email the vendor to place their individual orders separately from the County Departments and will be responsible for their purchase.
4. **DELIVERY FAILURES:** Failure of a Quoter to deliver according to a mutually agreed upon delivery schedule or failure to make replacements of rejected articles within forty-eight (48) County-business hours, or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Quoter shall reimburse the County, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Quoter. Such purchases shall be deducted from contract quantities.
5. **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.
6. **EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than seven (7) calendar day prior to the Request for Quotation Opening.
7. **EXCEPTION:** The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the proposal.

8. **INSPECTIONS:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

9. **INSURANCE:** The successful Quoter must show upon request and prior to the execution of a Contract or issuance of Purchase Orders the Agreement and as required by the County during the term of the contract evidence of appropriate insurance as outlined in the attached copy (Attachment No. 1) of the Washington County's – Insurance Requirements for Independent Contractors Policy. The project shall be identified on the certificate and *Washington County shall be named as an additional insured on the certificate of insurance.* The certificate holder on the certificate shall be named as such; **The Board of County Commissioners of Washington County**, 100 West Washington Street, Hagerstown, Maryland.

10. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Quoter find discrepancies in, or omissions from, the drawings or documents, or in his/her investigation of the site conditions or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Tina Wilson, Procurement Specialist
Washington County Purchasing Department
Washington County Administration Building
100 West Washington Street, Room 320
Hagerstown, MD 21740-4748
FAX: 240-313-2331

All necessary interpretations will be issued to all Quoters by the Washington County Purchasing Director in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her quote as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Requests received after **4:00 P.M. (EDST), Wednesday, September 28, 2016** may not be considered.

11. **LATE CHARGES:** Assessments will be made at the rate of one (1%) percent of the total quoted price per day if the successful Quoter fails to deliver by deadline for delivery. This assessment shall be deducted from the invoice price for the scheduled delivery.

12. **PAYMENT:** Payment shall be made by the County within thirty (30) calendar days after the submittal of an invoice from the successful Quoter. The invoice shall be mailed directly to the respective department listed in the Request for Quotation document. No costs (i.e. fuel surcharges) shall be charged in addition to the furnished Quoter's quotation response during the contract period.

- 13. PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a quoter has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Request for Quotation."
- 14. POLITICAL CONTRIBUTION DISCLOSURE:** The Quoter shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- 15. QUANTITY:** The County guarantees neither a minimum/maximum quantity on Ice Melt. The County reserves the right to award contracts for each item based on the contract term to the responsive, responsible vendor with the lowest price for each product.
- 16. QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **Wednesday, October 5, 2016 at 3:00 P.M. (EDST)**. Quotations will be opened at that time in the above mentioned, Conference Room 325.
- 17. QUOTER'S RESPONSIBILITY:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required at the time of quotation submittal and prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: dat.maryland.gov/Pages/default.aspx, email address is charterhelp@helpdat.state.md.us, and the phone numbers for the State Department of Assessments and taxation are: **(410) 767-1340** or **(888) 246-5941**.
- 18. QUOTATION SUBMISSION:** Quotations are to be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked **"INFORMAL QUOTATION (IQ-16-013) "SIDEWALK ICE MELT"** and bearing the vendor's name. Quotations are to be addressed to:

Washington County Purchasing Department
Attn: Tina Wilson, Procurement Specialist
Washington County Administration Building
100 Washington Street, Room 320
Hagerstown, MD 21740-4748

19. NOTE: All Quoters must enter the County Administration Building through either the front door a the 100 West Washington Street entrance or through the new access door at the back of the building which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their quote. Alternate routes are now controlled by a door access system.

Proposals shall be made on the forms provided. Numbers shall be stated both in writing and in figures. Quotations must be signed in writing by the Quoter, or an authorized agent of the Quoter, if the Quoter is a Corporation.

20. RESERVATIONS: The County or its authorized agent reserves the right to reject any or all quotations and to waive any informality or deficiency in quotations received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the quotation of a Quoter who has previously failed to perform properly or complete on time contracts of a similar nature, or the Quote of a Quoter who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.

21. SALES TAX: The County will provide a sales tax exemption certificate for services which are determined to be tax exempt and provided under this contract.

22. TERM OF CONTRACT: The submitted pricing shall be effective for the period of October 15, 2016 through April 14, 2017.

IQ-16-013
SIDEWALK ICE MELT

SPECIFICATIONS

- A. **Item #1-** Colored Ice Melt Crystals (excludes clear and white), 50 lbs / bag, *Effective to 0 degrees F / -17 C*, safer for concrete and metal, non-toxic/safer around children and pets. (Approximate usage: 705 bags)
- B. **Item #2-** Colored Ice Melt Crystals (excludes clear and white), 50 lbs. / bag or box, *Effective to -20 F /-29 C*, safer for concrete and metal, instant traction, vegetation enhancer and protectors, anti-caking agents, non-toxic/safe around children and pets, NSF Authorized Food Service Safe. (Approximate usage: 740 bags/boxes)
- C. No costs (i.e. fuel surcharges, additional, etc.) shall be added/charged to the vendor's furnished quotation response during the contract period.
- D. Ice Melt shall be delivered no later than **seventy-two (72) hours from order placement**.
- E. **ALL QUOTES MUST BE ACCOMPANIED BY SPECIFICATION AND SAFETY DATA SHEETS.**

Delivery and Billing Locations

Washington County Warehouse
131 W. North Avenue (Rear)
Hagerstown, Maryland 21740-3737
240-313-2290/Gene Wolfe
(Delivery Hours: M-F, 7AM- 11:30AM / 1-3PM)

Washington County
Parks, Recreation & Facilities Dept.
1307 S. Potomac Street
Hagerstown, Maryland 21740-7300
240-313-2710/Kim Faith
(Delivery Hours: M-F, 7AM - 3 PM)

Washington County Sheriff's Office/Detention
500 Western Maryland Parkway
Hagerstown, Maryland 21740-5199
240-313-2126/Kathy Schlotterbeck
(Delivery Hours: M-F, 8AM - 4 PM)

Washington County Division of
Environmental Management
16232 Elliott Parkway
Williamsport, Maryland 21795-4083
240-313-2606/Ronnie Knight
(Delivery Hours: M-F, 6:30AM - 2:30 PM)

Clear Spring Volunteer Fire Company
Delivery: 30 Mulberry Street
Clear Spring, Maryland 21722
Billing: P.O. Box 400
Clear Spring, Maryland 21722
301-331-3526/Michael Reid
(Delivery hours: Delivery w/prior notification)

Hancock Rescue Squad, Inc.
6 E. Main Street
Hancock, Maryland 21750
717-825-7573/Stephen Barnhart
(Delivery Hours: Call 2 hours prior to delivery)

Sharpsburg Fire Company
110 ½ West Champline Street
Sharpsburg, Maryland 21782
301-991-8394/Bo Miller
(Delivery Hours: Call 1 hour prior to delivery)

Washington County Emergency Air Unit
17556 York Road
Hagerstown, Maryland 21740
301-797-1640/301-582-0250 Bill Snodderly
(Delivery Hours: Call 1 hour prior to delivery)

Washington County Public Transit
1000 W. Washington Street
Hagerstown, Maryland 21740-5212
240-313-2748/ Shawn Harbaugh
(Delivery Hours: M-F, 7 AM - 1 PM)

Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, Maryland 21742-1347
240-313-2777/Janet Moats
(Delivery Hours: M-F, 7:30 AM - 4 PM)

Washington County Administration Bldg.
100 West Washington St. (Basement)
Hagerstown, Maryland 21740-4710
240-313-2290/ Gene Wolfe
(Delivery Hours: M-F, 7AM- 11:30 AM / 1-3PM)

Hancock Fire Company
3 Fulton Street
Hancock, Maryland 21750
301-678-7739/Bob Hoopengardner
(Delivery Hours: Call 2 hours prior to delivery)

Maugansville Fire Company
13730 Maugansville Road
Hagerstown, Maryland 21740
240-707-9420/Samuel Anderson
(Delivery Hours: M-F, 7AM - 5 PM)

Williamsport Volunteer Fire & EMS, Inc.
2 Brandy Drive
Williamsport, Maryland 21795
301-223-9112/William Ball
(Delivery Hours: Call 2 hours prior to delivery)

**IQ-16-013
SIDEWALK ICE MELT
FORM OF PROPOSAL**

Item 1: Colored Ice Melt Crystals:

A. Per 50# bag

_____ DOLLARS (\$ _____)
(Written) (Figures)

B. Per skid

_____ DOLLARS (\$ _____)
(Written) (Figures)

Number of bags per skid: _____

Item 2: Colored Ice Melt Crystals:

A. Per 50# bag/box

_____ DOLLARS (\$ _____)
(Written) (Figures)

B. Per skid

_____ DOLLARS (\$ _____)
(Written) (Figures)

Number of bags/boxes per skid: _____

Company Contact Information (Please Print):

Company Name: _____

Representative: _____

Representative's Signature: _____ Date: _____

Representative Email Address: _____

Ordering Email Address: _____

Company Website: _____

Telephone: _____ Mobile: _____

Fax: _____ Other: _____

Federal Employer's Identification Number: _____

Company Address: _____

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997