Road Salt

CECIL COUNTY, MARYLAND
DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION

CECIL COUNTY PURCHASING DEPARTMENT
200 CHESAPEAKE BLVD., SUITE 1400
ELKTON, MARYLAND  21921
Sealed proposals for the purchase and delivery of “Road Salt” as described in specifications for Cecil County, Maryland, Department of Public Works, Roads Division will be received from qualified bidders until 1:30 p.m. on September 18, 2013 in the Purchasing Department, 200 Chesapeake Blvd, Suite 1400, Elkton, MD 21921. The contractor will submit a proposal for the purchase and delivery of Road Salt for snow and ice control by the Cecil County Roads Division. Additional specifications and/or instructions to bidders may also be obtained by emailing estanley@ccgov.org or calling the Purchasing Department, at 410-996-5396. Cecil County, Maryland reserves the right to reject any or all bids and to waive technicalities. All bids are based upon budgetary constraints.

Electronically submitted bid proposals will not be accepted. Bid proposals are provided on the Cecil County, Maryland web-page (http://www.ccgov.org/dept_purchasing/index.cfm) as a PDF document for all vendors to download. All vendors wishing to submit a proposal shall obtain an original set of documents from the Cecil County Purchasing Department. Changes or addendums to this proposal and or other documents will be posted to the proposal documents on the County web-page and sent directly to vendors who have obtained an original set of proposal documents. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County web-site. Vendors obtaining electronic copies of the proposal documents will be directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office.

All questions or discussions concerning this bid, bid documents, specifications, etc. shall only be coordinated through the Purchasing Office. The County shall not be responsible for information obtained outside the County Purchasing Office concerning this or any other County bid, RFP, solicitation or quote.

LOCAL CONTRACTORS PREFERENCE: Chapter 92, Section 10 Cecil County, Maryland Code provides for Local Preference whereby Cecil County, Maryland reserves the right to show preference to local bidders in the purchase of supplies, equipment and services.

By: David E. Pyle, CPPB
Purchasing Agent
Cecil County, Maryland
Cecil County, Maryland
Bid 14-12:
“Road Salt”
Instructions to Bidders

Bids should be mailed, or otherwise hand carried, in order to be received in the office of the Purchasing Department, 200 Chesapeake Blvd, Suite 1400, Elkton 21921 prior to **1:30 p.m. on September 18, 2013**. Bids received after that time will be returned to the bidder unopened.

Bids should be submitted in a sealed envelope clearly marked in the lower left hand corner: “Road Salt.”

Before submitting proposals, bidders should acquaint themselves with all governing laws, ordinances, etc. and otherwise familiarize themselves with all matters, which may affect the bid. The act of submitting a proposal shall be considered as meaning that the bidder has so familiarized themselves; therefore, there shall be no misunderstanding or lack of information.

In accordance with Cecil County’s Affirmative Action policy against discrimination, no person shall, on the grounds of race, color, creed, religion, sex, age, marital status, national origin, handicap or disability, be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination. During the performance of the work and services hereunder, the Contractor, for themselves, their assignees and successors in interest, agrees to comply with all federal, state and local non-discrimination regulations.

Chapter 92, section 10 of the Cecil County, Maryland Code entitled “Local Preference” reads as follows: The County reserves the right to show preference to local bidders in the purchase of supplies, equipment and services. The amount shall not exceed six percent (6%) of the amount bid or quoted and/or $60,000, whichever is less. A local bidder is defined as an individual or business that maintains a place of business or maintains an inventory of merchandise and/or equipment in Cecil County, is licensed by Cecil County and/or the State of Maryland, if required, and is subject to Cecil County real and/or personal property taxes. Any local bidder in default on payment of any county or state tax or license shall not be eligible to receive preference until all taxes or licenses due are paid.

One original and one copy of the bids shall be submitted in a sealed envelope.
CECIL COUNTY, MARYLAND

BID 14-12; “Road Salt”

GENERAL AND SPECIFIC CONDITIONS

I. **SCOPE**

It is the intent and purpose of these specifications to secure bids for:

Road Salt: for snow and ice control by the Cecil County Roads Division.

The specifications are not intended to be restrictive to the product of a single manufacturer. Packages with multiple proposals shall be rejected.

Cecil County, Maryland reserves the right to determine acceptability of any product or service being bid and may require demonstrations prior to bid award.

II. **SUBMISSION OF EQUIPMENT DESCRIPTION**

Each bidder shall furnish one copy of complete descriptive literature and specifications as published by the manufacturer for the specified equipment.

III. **WEIGHT**

A certified weigh slip from the supplier must accompany each truckload of Road Salt. The Bureau of Weights and Measure must approve weigh scales and certification of the weigh scale will accompany the bid proposal.

IV. **PRICING**

Bid prices shall remain firm for one hundred twenty (120) days from the date of the bid. Invoices will be paid for within thirty (30) days of receipt of the invoice and acceptance of the equipment. All contracts and/or quantities are contingent on budgetary constraints.

V. **TAXES**

Cecil County, Maryland is exempt from all sales tax and federal excise taxes and such tax will not be allowed or included in the contract price.
VI. **METHOD OF PURCHASE AND PAYMENT**

Upon award of the contract, a purchase order will be issued. The Contractor shall submit invoices in duplicate to **Cecil County Public Works, Roads Division, 200 Chesapeake Blvd., Elkton MD, 21921.** Copies of delivery tickets must be left with the Solid Waste Chief or designated representative when delivery is made. The purchase order number must appear on the delivery ticket and the invoice.

VII. **DELIVERY and ACCEPTANCE**

Authorized Cecil County, Maryland personnel shall inspect all deliveries of Road Salt before acceptance.

Deliveries shall be made within forty-eight (48) hours from the hour of request for Road Salt.

A telephone number for the purpose of EMERGENCY DELIVERY is required for the duration of the contract and it must be available Monday through Sunday, twenty-four hours a day.

VIII. **RIGHT TO TERMINATE**

Cecil County, Maryland reserves the right to terminate this contact by a ten (10) day written notice should the quality of the products become inferior or poor delivery service.

IX. **QUANTITIES**

Cecil County, Maryland estimates their usage for the winter season to approximately **8,000** tons. Additional quantities may be ordered during the term of the contract at unit prices set forth in the contract.

X. **BASIS OF AWARD**

The award of the contract will be made to the lowest responsible and most responsive bidder who meets the requirements of the bid and is considered best able to serve the interest of Cecil County, Maryland. The County reserves the right to reject any and/or all bids or to waive any technicalities it deems in the best interest of Cecil County, Maryland. The County shall be able to select equipment submitted as comparable equipment based on the specifications provided and approved as County Approved Equivalent.

XI. **LOCAL PERMITS**

The Contractor is responsible for obtaining any required local permits and licenses to satisfy any requirements of this scope of work.
XII. **LAWS AND REGULATIONS**

The Contractor, at all times, shall observe and comply with all federal, state, municipal and/or local laws, ordinances, rules and regulations in any manner affecting the work to be done and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having jurisdiction or authority over and shall indemnify and save harmless the Owner and all its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules, regulations, order or decree, whether such violations by the Contractor or by any sub-Contractor or any of their agents and/or employees.

XIII. **PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work.

XIV. **TRANSPORTATION**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. destination (designated Roads Division facilities within Cecil County). No additional charges will be allowed for packing, packages or partial delivery costs. By submitting their quote, all vendors certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost as at the lowest and best rate and based upon actual weight of the goods to be shipped. Standard commercial packaging, packing and shipping containers will be used, except as otherwise specified herein.

XV. **INSURANCE REQUIREMENTS**

**WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE**

(a) The vendor shall take out and maintain during the life of the Contract the Statutory Worker’s Compensation and Employer’s Liability Insurance for all of his employees to be engaged in work on the project under the Contract.

(b) In case any portion of the project is sublet, the vendor shall require all of the sub-contractors similarly to take out and maintain during the entire life of the Contract the Statutory Worker’s Compensation and Employer’s Liability Insurance for all of their employees to be engaged in work in the project under the Contract.

(c) The vendor and/or the sub-contractor shall not begin work until the Contractor has first filed with the County satisfactory evidence that insurance of the above nature is in full force and effect (receipt of Certificate of Insurance naming Cecil County, Maryland as an additional insured).
BODILY INJURY, LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

The vendor shall take out and maintain during the life of the Contract Bodily Injury Liability and Property Damage Liability Insurance to protect him and any sub-contractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall not be less than amounts shown in the following chart:

- General Liability: $2,000,000 Annual Aggregate
  $1,000,000 Each Occurrence
  $1,000,000 Products and Completed Operations
  $1,000,000 Personal Injury and Advertising
- Business Auto Liability: $1,000,000 Combined Single Limit
- Worker’s Compensation: -- Statutory
- Excess $1,000,000 Each Occurrence
- Professional Liability: $1,000,000 (As Required)

Upon award of contract, the Contractor shall provide a copy of a Certificate(s) of Insurance, with the Cecil County, Maryland named as an Additional Insured to liability coverage on the certificate(s), for the duration of the contract.

NOTICE OF CANCELLATION
Commercial General Liability Insurance, Automobile Liability Insurance and Workers Compensation insurance, as described above shall include an endorsement stating the following:

"Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Cecil County, Maryland, Attn: Purchasing Department, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921."

Prior to starting performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to the County. Insurance companies providing insurance shall be acceptable to the County. The contractor shall obtain at its own cost and keep in force and in effect during the term of the contract. The proposer shall provide a Certificate of Insurance prior to award of this contract.
CONTRACT TERM:

Cecil County, Maryland intends that the contractor awarded a contract, will perform the work commencing upon the date specified in the Notice to Proceed or notification of award and terminate upon expiration or completion of the project or product delivery, unless terminated by the County with the delivery of written notification of contract termination. All contracts extending beyond the County’s fiscal year (June 30th annually) shall be subject to budget appropriation. In the event the on-going contract does not acquire funding to continue, the awarded contractor shall be notified in writing at the earliest possible date and contract termination shall be coordinated.
Road Salt

Subject: Bid 14-12: Road Salt

To: Cecil County, Maryland

Pursuant to your request inviting bids to be received until 1:30 p.m. on September 18, 2013 in the Purchasing Agent’s office for Road Salt for Cecil County, Maryland, the undersigned hereby submits the following bid:

BID PRICE FOR:

ROAD SALT (per ton): _____________________
(Price includes delivery to Cecil County locations)

TOTAL $___________ (using estimated annual usage of 8,000 tons)

EMERGENCY NAME AND TELEPHONE NUMBER: __________________________

Delivery will be made within _______ days from receipt of order.

The undersigned swears (or affirms) under the penalty of perjury that the Bidders, its agents, servants, and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder any unfair advantage over others, nor have to gain any favoritism in the award of any contract resulting from this bid. By signing this bid form, I acknowledge that I have read the entire bid package.

Bid Submitted by:

____________________________________
Witness

____________________________________
Name of Firm or Dealer

____________________________________
Authorized Name & Signature

____________________________________
Address (Street)

____________________________________
Address (City, State, Zip Code)
The above-circled bid items are accepted and hereby ratified and confirmed by Cecil County, Maryland for the purchase and delivery of “Road Salt” this _____day of __________, 2013.

__________________________________
Tari Moore,
Cecil County Executive
Cecil County, Maryland
SPECIFICATIONS

1. Road Salt must conform to requirements of the Maryland Department of Transportation’s State Highway Administration specifications.

2. All bulk Road Salt will be uniformly treated with anti-caking compound.

3. All bulk Road Salt will be protected in transit by waterproof covering.

4. Road Salt will be free flowing and in usable condition upon arrival at its destination.

5. Bulk Road Salt shipments will be delivered to the following locations:
   
   CENTRAL ROADS DEPT: 758 E. Old Philadelphia Road
                          Elkton, MD  21921

   NOTTINGHAM YARD: Harrisville Road, Colora, MD (just south of Route 269 and Rising Sun)

   CECILTON YARD: Seventeen (17) miles south of Elkton on Route 213, Cecilton, MD (just past the traffic light in Cecilton on the left)

6. Notice of delivery must be given in advance to: Dan Webber, Chief Roads Division
                                            410-996-6270

   Quantity for locations will be given when orders are placed. The Roads Division’s normal working hours are 7:00 a.m. until 3:30 p.m. Monday thru Friday.

7. Delivery will be made within forty-eight (48) hours from the requested time.

- Require One (1) original copy of proposal and one (1) additional copy of the proposal.
LOCAL CONTRACTORS PREFERENCE

Chapter 92, Section 10, Cecil County, Maryland Code entitled “Local Preference” reads as follows:

“The County reserves the right to show preference to local bidders in the purchase of supplies, equipment and services. The amount shall not exceed 6% of the amount bid or quoted, and/or $60,000, whichever is less. A “Local Bidder” is defined as an individual or business that maintains a place of business or maintains an inventory of merchandise and/or equipment in Cecil County is licensed by Cecil County and/or the State of Maryland, if required, and is subject to Cecil County real and/or personal property taxes. Any local bidder in default on payment of any county or state tax or license shall not be eligible to receive preference until all taxes or licenses due are paid”.

Bidders are cautioned to note the specific and several requirements that may qualify a bidder for local preference consideration. A bidder wishing to receive local preference consideration must be able to demonstrate qualification under all the noted requirements.

No bidder should assume, regardless of whether the bidder qualifies under the definition of “Local Bidder” that Cecil County, Maryland would grant preference on this contract to any bidder. Cecil County, Maryland reserves the right to do so under Chapter 92, Section 10 of the Cecil County, Maryland Code but is not bound to do so under any circumstance, regardless of precedent.

Any bidder that wishes to be considered a “Local Bidder” in Cecil County, Maryland they shall submit with the bid any and all documentation that proves that the bidder, identified by name in the submitted bid, meets the definition of “Local Bidder”. Neither Cecil County, Maryland nor the Procurement officer shall be bound by any information or documentation provided by the bidder after opening of the bids. However, the County reserves all rights to investigate a bidder’s potential qualification as a “Local Bidder” and use any relevant information in its determination of a bidder’s qualification under the definition, regardless of when it is obtained.
CERTIFICATION OF BIDDER’S QUALIFICATIONS

All applicable questions must be answered and included with the bid. The data given must be clear and comprehensive. A copy of the Bidder’s State of Maryland Construction Firm License or required applicable license shall be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court’s Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All vendors shall ensure they are qualified to do business within the State of Maryland. Businesses established outside the State of Maryland must be qualified as a Foreign Business to be eligible to provide service within the State of Maryland. Questions concerning Foreign Businesses may be referred to (410) 767-1170.

1. Name of Contract: Bid/Contract 14-12: “Road Salt”
2. Name of Bidder: ________________________________
3. Business Address: ________________________________________________________________
4. When Organized: ________________________________________________________________
5. Where Incorporated: ______________________________________________________________
6. Foreign Business No.: _____________________________________________________________
7. Has the Bidder paid any sales tax on the equipment to be used on the project? Yes ______ No ______
8. If so, at what rate was the sales tax paid? ________ Percent to State of ________________
9. How many years has the bidder been engaged in this business under your present firm name? ____________________________
10. Have you ever refused to sign a contract at your original bid? Yes ______ No ______
11. Have you ever defaulted on a contract? Yes ______ No ______
   Remarks: _____________________________________________________________
12. Will you, upon request, furnish any other pertinent information that Cecil County, Maryland may require? Yes ______ No ______
13. Do you assert that you qualify under definition of “Local Bidder” under Cecil County Code, Chapter 92, Section 10? YES __ NO __ (If yes, attach appropriate documentation)
14. Does your business maintain a regular place of business in the State of Maryland (Resident) ____ or would your business be considered Non-Resident ____? Dated this _______ day of ____________, 2013.
15. Has the bidder or firm ever been disbarred, suspended or otherwise prohibited from doing work with the federal government. Yes ____ No ____
   (If yes, explain ____________________________________________________________)

With the submission of this certification, the bidder thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

______________________________
(Name of Bidder)

By: ___________________________

Title: __________________________
Indemnity/Hold Harmless Agreement

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County, Maryland, its elected and appointed officials, employees, volunteers and others working on behalf of Cecil County, Maryland, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to Bid 14-12; Road Salt, except that the Organization shall not be responsible to Cecil County, Maryland on indemnity for damages caused by or resulting from Cecil County, Maryland’s sole negligence; and, the Organization shall, at its own cost and expense, defend any such claims and any suit, action or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization: ________________________________

Authorized Signature: ________________________________________________

Address of Organization: _____________________________________________

Phone: _______________________________ Date: ______________________

Return this letter with Bid Package
CONTRACTOR BID CHECKLIST

The following is a checklist to assist the contractor in verifying all required information is provided at the Bid Opening. It remains the contractor’s responsibility to ensure all information is complete and attached, including information which may not be listed on this checklist. Any information missing at the time of the bid opening may result in rejection of the bid proposal. No proposals will be accepted after the designated bid opening time.

1. Completion of Certification of Bidder’s Qualifications (CBQ-1) and attached applicable copies of required license and proof of Maryland Qualification and/or Registration.

2. Bid package labeled properly for identification.

3. Indemnity/Hold Harmless Agreement must be signed and provided at bid opening.

4. Information substantiating Local Preference (if applicable).

5. Completion of Cost Sheet.