

REQUEST FOR QUOTATION (RFQ)

1776 PLEASE COMPLETE THE FOLLOWING CONTACT INFORMAT	ion: <u>NO</u>	<u>NOTES</u>			
Company Name:Address:		1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net			
7xuu ess	2. The County reserves the r	ight to roiget any and/or all			
Contact Name:	quotes , to waive any techi take whatever action is in	nicalities in the quote, and to the best interest of			
Contact Title:					
Phone Number:	—— Tax. The County's Maryla	3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption			
E-mail:	Number is 3000129 2.	Number is 3000129 2.			
RETURN QUOTATIONS TO:					
WASHINGTON COUNTY PURCHASING DEPARTMENT		REQUEST FOR QUOTATION THIS IS NOT			
Washington County Administration Complex		AN ORDER			
100 West Washington Street, Third Floor, Suite 3200 Hagerstown, Maryland 21740	AIVO	AN ORDER			
Attention: Brandi Naugle, CPPB, Buyer	DATE ISSUED	DELIVERY WANTED			
Telephone Number: 240-313-2330	8/9/23	See Attachment			
DESCRIPT	ION				
Q-23-76	1				
LIQUID DEICER FOR HAGERSTO	OWN REGIONAL AIRPOR	Т			
(See Attached Instructions	& Specifications)				
QUOTATION DUE: Wednesday, August 30, 2023, no la stamped in the Purchasing Department. Opening of quotation reading of the quotes. All quoters who wish to hear a reading of 313-2330 to receive instructions.	ns will follow. Interested part	ies are invited to hear a			
QUOTATIONS TO BE ADDRESSED TO: Washington C Buyer, Washington County Administration Complex, 100 Hagerstown, Maryland, 21740 and enclosed in a sealed opac LIQUID DEICER FOR HAGERSTOWN REGIONAL AI	West Washington Street, The que envelope marked "QUO"	nird Floor, Suite 3200 FATION – (Q-23-761)			
Having received clarification on all items of conflict or upon furnish all labor, materials and equipment called for by said sp	<u> </u>	indersigned proposed to			
<u>NOTE</u> : This page is to be returned	with the Form of Proposal				
We quote you as above - F.O.B.	Acknowledge Addenda #	Date			
Official Signature	Acknowledge Addenda #, #	Date			
Name Printed I	Delivery/Service can be performe				
Talanhana Number	calendar days from re Date	calendar days from receipt of order.			
1					

LIQUID DEICER FOR HAGERSTOWN REGIONAL AIRPORT

NOTICE TO QUOTERS & INSTRUCTIONS

- 1. <u>AWARD OF CONTRACT</u>: The Board of County Commissioners of Washington County, Maryland shall award to the 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. <u>DELIVERY</u>: Deliveries shall be F.O.B. Destination, inside delivery to the Hagerstown Regional Airport as listed in the Request for Quotation document, as required, and delivered within seven (7) to ten (10) business days from order placement. The Hagerstown Regional Airport 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.
- 4. <u>DELIVERY FAILURES</u>: Failure of a Quoter to deliver according to a mutually agreed upon delivery schedule or failure to make replacements of rejected articles within seven (7) to ten (10) business days, 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. <u>DISPUTES:</u> In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Board of County Commissioners of Washington County, Maryland or authorized representative will be final and binding on both parties.
- **6. EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County, Maryland 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 days prior to the Informal 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 quotation.

- 8. <u>INSPECTIONS</u>: 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. <u>INSURANCE</u>: 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 of the Washington County's Insurance Requirements for Independent Contractors Policy. The project shall be identified on the certificate and the *Board of County Commissioners of Washington County, Maryland 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, Maryland, 100 West Washington Street, Hagerstown, Maryland.
- 10. <u>INTERPRETATION</u>, <u>DISCREPANCIES</u>, <u>OMISSIONS</u>: Should any Quoter find discrepancies in, or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request in writing, an interpretation from Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, Fax: 240-313-2331; or send question in Microsoft Word platform via-email to <u>purchasingquestions@washco-md.net</u>.

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. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her quotation as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Any requests received after 4:00 P.M., (EDT/EST), Wednesday, August 23, 2023, may not be considered. All correspondence in regard to this quotation shall be directed to and issued by the Washington County Purchasing Department. Direct all inquiries to the County's Buyer, Brandi Naugle, CPPB.

- 11. <u>LATE CHARGES</u>: Assessments *may* 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. <u>PAYMENT</u>: 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. <u>PAYMENT OF COUNTY AND MUNICIPAL TAXES</u>: 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 Liquid Deicer. 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 Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330, no later than Wednesday, August 30, 2023, at 3:00 P.M. (EDT/EST). Quotations will be opened at that time in Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland, 21740. All interested parties are invited to attend. All quoters who wish to hear a reading of the quotes shall call prior to the opening 240-313-2330 to receive instructions.
- 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 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: http://dat.maryland.gov/Pages/sdatforms.aspx#BNE. The phone numbers for the State Department of Assessments and taxation are: (410) 767-1184 or (888) 246-5941.
- 18. QUOTATION SUBMISSION: Quotations are to be enclosed in a sealed opaque envelope bearing the name and address of the Quoter and marked "QUOTATION (Q-23-761) LIQUID DEICER FOR HAGERSTOWN REGIONAL AIRPORT". Quotations are to be addressed to Washington County Purchasing Department, Attn: Brandi Naugle, CPPB, Buyer, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. Facsimile or Electronic Quotes will not be accepted.

19. PRE-QUOTATION CONFERENCE/TELECONFERENCE:

A Pre-Quotation Conference/Teleconference will be held in person in the Washington County Administration Complex, Third Floor Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland 21740, 10:30 A.M., (EDT/EST) Wednesday, August 16, 2023, at which time County personnel will be present to answer any questions. All interested quoters wishing to take part in the meeting by teleconference shall call 240-313-2330 prior to the meeting to receive

instructions. All interested quoters are requested to take part in the conference/teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged.

NOTE: All Quoters must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their quote and/or to attend the Pre-Quotation Conference/Teleconference and/or the Quotation Opening. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition, and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace, or any other chemical defense sprays; and Illegal substances.

Proposals shall be made on the forms provided. Numbers shall be stated both in writing and in figures. When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Quotations must be signed in writing by the Quoter, or an authorized agent of the Quoter, if the Quoter is a corporation. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. *Erasures or changes in quotations must be initialed*.

- **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.** <u>TERM OF CONTRACT</u>: The submitted pricing shall be effective for the period of November 1, 2023, through April 30, 2024.

LIQUID DEICER FOR HAGERSTOWN REGIONAL AIRPORT

SPECIFICATIONS

A. ITEM #1- PROPYLENE GLYCOL AIRCRAFT ANTI-ICING TYPE IV FLUID (AD-49)

Description:

Propylene Glycol shall be delivered to the Hagerstown Regional Airport in 230-gallon totes. Product shall conform to SAE AMS 1428 Propylene Glycol Type IV standards. Copies of certifications must be submitted with the quote. Product shall have the lowest operational use temperature of (LOUT) -33C (-27F). Product shall be green in color and shall be free of all suspended matter. Product shall have a refractometer reading of (35.2-36.8 Brix). Totes shall be equipped with standard built-in pallet for moving with a forklift.

Delivery:

230-gallon totes shall be delivered to the Hagerstown Regional Airport, 18430 Henson Boulevard, Hagerstown, MD 21740. Deliveries shall be F.O.B. Destination, inside delivery to the Hagerstown Regional Airport, as required and delivered within forty-eight (48) hours from order placement.

Estimated Annual Usage: 700 gallons

B. ITEM #2 – POTASSIUM ACETATE RF-11

Description:

Potassium Acetate RF-11 shall be delivered to the Hagerstown Regional Airport in totes per gallon or by transport load. Product shall conform to SAE AMS 1435 standards. Copies of certification must be submitted with the bid. Product shall contain 50% active ingredients. Product shall have a pH of 9.5-10.5; specific gravity @ 20 °C, 1.27-1.30, a freezing point of -72°F (-58°C), effective to -25°F (-32°C). Liquid product shall have a clear blue appearance. Totes shall be equipped with standard built-in pallet for moving with a forklift.

Delivery:

Product shall be delivered to the Hagerstown Regional Airport, 18430 Henson Boulevard, Hagerstown, MD 21740. Deliveries shall be F.O.B. Destination, inside delivery to the Hagerstown Regional Airport, as required and delivered within forty-eight (48) hours from order placement.

Estimated Annual Usage: 3000 gallons

C. ITEM #3 – PROPYLENE GLYCOL 55/45 AIRCRAFT DEICING FLUID

Description:

Propylene Glycol 55/45 Aircraft Deicing Fluid shall be delivered to the Hagerstown Regional Airport in in 230-gallon totes. Product shall conform to SAE AMS 1424 Propylene Glycol Type 1 Aircraft Deicing Fluid standards. Copies of certifications must be submitted with the bid. Product shall have the lowest operational use temperature of (LOUT) -36C-32.8F. Product shall be Orange in color and shall be free of all suspended matter. Product shall have a refractometer reading of (32.5-36.5 Brix). Totes shall be equipped with standard built-in pallet for moving with a forklift.

Delivery:

230-gallon totes shall be delivered to the Hagerstown Regional Airport, 18430 Henson Boulevard, Hagerstown, MD 21740. Deliveries shall be F.O.B. Destination, inside delivery to the Hagerstown Regional Airport, as required and delivered within forty-eight (48) hours from order placement.

Estimated Annual Usage: 700 gallons

- **D.** No costs (i.e., fuel surcharges, additional, etc.) shall be added/charged to the vendor's furnished quotation response during the contract period.
- **E.** Liquid Deicer shall be delivered no later than seven (7) to ten (10) business days from order placement.
- F. <u>ALL QUOTES MUST BE ACCOMPANIED BY SPECIFICATION AND SAFETY DATA SHEETS.</u>

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: August 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County, Maryland 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, Maryland.

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 the **Board of County Commissioners of Washington County, Maryland** 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, Maryland.

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 Purchasing Department, Board of County Commissioners of Washington County, Maryland 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, Maryland, 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

Q-23-761 LIQUID DEICER FOR HAGERSTOWN REGIONAL AIRPORT

FORM OF PROPOSAL

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Remarks / Exceptions
1	Propylene Glycol Aircraft Anti-Icing Type IV Fluid (AD-49) @	\$ Gallon	Gallon	
2	Potassium Acetate RF-11 @ Dollars Cents PER (written)	\$ Gallon	Gallon	
3	Propylene Glycol 55/45 Aircraft Deicing Fluid @	\$ Gallon	Gallon	

Form of Proposal

Liquid Deicer for Hagerstown Regional Airport Q-23-761 Page 10

Quoter's Name

NOTE: This page is to be returned with the Form of Proposal

Company Contact Information (Please Print):