

INVITATION FOR BID (IFB)
NO. 19-001

ICE MELT

Submission Deadline: Friday, August 17, 2018

Time: 3:00 PM EST

Bidders shall submit one (1) sealed hard copy of their bid to:

Jayne Hardy
Senior Contracts and Purchasing Specialist
Cooperative Purchasing Program
Metropolitan Washington Council of Governments
777 North Capitol Street, N.E., Suite 300
Washington, D.C. 20002-4290

I. INTRODUCTION

A. The Metropolitan Washington Council of Governments (“COG”) is the regional organization of 24 of the Washington area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management plans, environmental monitoring, tracking economic development and population growth and their implications on the region, coordinating public safety programs, and promoting adequate child care and housing for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts and through donations from foundations and the private sector. More information on COG may be found at www.mwcog.org.

B. Definitions used in this ITB include:

Participating Agencies	COG members wishing to receive services and/or commodities as a result of procurement led by COG.
Lead Agency	COG serves as Lead Agency by facilitating the procurement process on behalf of its Participating Agencies.
Awarding Authority	COG serves as Awarding Authority by evaluating bids for responsiveness and identifying the lowest bidder.
Bidder	Party of interest submitting a bid in response to this IFB.
Contractor(s)	The term used throughout this document to describe the individuals or organizations awarded the contract based on this solicitation.

C. COG, as Lead Agency, is offering this IFB to solicit quotations for **Ice Melt** on behalf of its Participating Agencies (See Section II).

D. COG, as Awarding Authority, will identify the lowest responsible bidder(s) and reserves the right to make multiple awards. Contract awards will be made between the Contractor(s) and the Participating Agencies. COG anticipates contract award(s) for an initial term of one (1) year, with four (4) annual renewal options.

E. This IFB is open to all Agencies in the COG/MAPT regions and includes COG’s Rider Clause (see Attachment A) that allows those Agencies to use this ITB and/or the resulting contract(s) awarded by other Agencies to make purchases in accordance with their own policies.

F. Bidders who wish to respond to this IFB shall do so no later than **3:00 PM EST on Friday, August 17, 2018**, at which time bids will be opened in the presence of witnesses. All bids must be signed by responsible company officials, sealed, and delivered no later than the time and date indicated herein.

It shall remain the bidder’s responsibility to ensure that the bid will reach the address

above on or before the deadline. Bids that are received by COG after the deadline indicated above, for whatever reason, shall not be considered for evaluation unless it is the only bid received.

II. POTENTIAL PARTICIPATING AGENCIES

- A. Charles County Public Schools
- B. City of College Park, Maryland
- C. City of Frederick
- D. D.C. Department of Public Works
- E. Prince George's County Public Schools
- F. Washington Suburban Sanitary Commission

III. BID INSTRUCTIONS

- A. Bidders must include the following documentation in the bid submission. Bids submitted omitting these documents may be deemed non-responsive and may be rejected pursuant to COG's Procurement Policy.
 - 1. Attachment C (Certification Regarding Debarment, Suspension, and Other Responsibility Matters) – must be signed and returned in the bid submission.
 - 2. Attachment D (References Form) – Bidder must supply at least three (3), but no more than five (5) professional references demonstrating successful experience providing similar services and/or commodities.
 - 3. Attachment E (Bid Form)
 - a. Bid Form must be signed and dated; and
 - b. Bidder must acknowledge any posted addenda and must either accept or provide exceptions to Attachment A and Attachment B. Any proposed exceptions must also be included in the bid submission.
 - 4. Bidders shall include Material Safety Data sheets and Instructions of Use for the proposed **Ice Melt** with the bid submission.
- B. Clarifications via Addenda
 - 1. Technical questions concerning this IFB must be submitted **in writing** to Jayme Hardy at purchasing@mwkog.org no later than **5:00 PM EST, Tuesday, August 7, 2018**. No technical questions will be accepted after the cut-off date.
 - 2. Procedural or administrative questions concerning this IFB must be submitted **in writing** to Jayme Hardy at purchasing@mwkog.org.
 - 3. All technical questions and pertinent procedural/administrative questions will be answered and posted on COG's website as an addendum to this IFB no later than **5:00 PM EST, Tuesday, August 14, 2018**.
 - 4. It is the responsibility of the Bidder to check COG's website for any issued addenda. See www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/.

- C. COG, as Awarding Authority, reserves the right to cancel this ITB, or reject in whole or in part any all bids, if COG determines that cancellation or rejection serves the best interests of the organization and/or its Participating Agencies.

IV. SPECIFICATIONS

- A. The **Ice Melt** required by this IFB shall conform to the following specifications:

Line Item No.	Commodity Description	Specifications										
001	Standard Ice Melt	Safe to handle; will not burn or irritate skin; non-caustic; non-toxic Provides effective de-icing action down to a minimum temperature of 0°F/-18°C, within 15-20 minutes of application Non-corrosive to concrete, asphalt and steel Environmentally safe to waterways, vegetation and grass Environmentally safe to pets Must not leave a slick and/or oily residue Must not stain carpets and/or floors Non-tracking, easy clean up Must consist of round particles, not flakes or irregularly shaped granules Must not clump in the bag Must not easily roll or blow away after being applied Penetrates ice/snow rapidly and dissolves quickly Only 50-pound plastic/poly bags will be accepted										
002	Specialty Ice Melt – Option A	Option A – Calcium Chloride based pellets Must contain less than 2% Sodium Chloride and be safe for new and porous concrete and its use will not result in flaking and scaling of concrete surfaces. Composition: <table border="1" data-bbox="548 1255 1409 1423"> <thead> <tr> <th data-bbox="548 1255 971 1291">Component</th> <th data-bbox="971 1255 1409 1291">Percent [%]</th> </tr> </thead> <tbody> <tr> <td data-bbox="548 1291 971 1327">Calcium chloride</td> <td data-bbox="971 1291 1409 1327">> 90 - < 92</td> </tr> <tr> <td data-bbox="548 1327 971 1362">Water</td> <td data-bbox="971 1327 1409 1362">> 4 - < 6</td> </tr> <tr> <td data-bbox="548 1362 971 1398">Potassium Chloride</td> <td data-bbox="971 1362 1409 1398">> 2 - < 3</td> </tr> <tr> <td data-bbox="548 1398 971 1434">Sodium Chloride</td> <td data-bbox="971 1398 1409 1434">> 1 - < 2</td> </tr> </tbody> </table> Provides effective de-icing action down to a minimum temperature of 0°F/-18°C, within 15-20 minutes of application Non-corrosive to concrete, asphalt and steel Environmentally safe to waterways, vegetation and grass Environmentally safe to pets Must not leave a slick and/or oily residue Must not stain carpets and/or floors Non-tracking, easy clean up Must not clump in the bag Must not easily roll or blow away after being applied Penetrates Ice Melt/snow rapidly and dissolves quickly Safe to handle; will not burn or irritate skin; non-caustic; non-toxic	Component	Percent [%]	Calcium chloride	> 90 - < 92	Water	> 4 - < 6	Potassium Chloride	> 2 - < 3	Sodium Chloride	> 1 - < 2
Component	Percent [%]											
Calcium chloride	> 90 - < 92											
Water	> 4 - < 6											
Potassium Chloride	> 2 - < 3											
Sodium Chloride	> 1 - < 2											

Line Item No.	Commodity Description	Specification	
003	Specialty Ice Melt – Option B	Option B - Magnesium Chloride based pellets	
		Composition:	
		Component	Percent [%]
		Magnesium chloride	46.5-47
		Water of Crystallization	49.3-49.8
		Potassium Chloride	0.6
		Calcium Chloride	2.2
		Sodium Chloride	0.9
		Provides effective de-icing action down to a minimum temperature of 0°F/-18°C, within 15-20 minutes of application	
		Non-corrosive to concrete, asphalt and steel	
		Environmentally safe to waterways, vegetation and grass	
		Environmentally safe to pets	
		Must not leave a slick and/or oily residue	
		Must not stain carpets and/or floors	
		Non-tracking, easy clean up	
		Must not clump in the bag	
Must not easily roll or blow away after being applied			
Penetrates Ice Melt/snow rapidly and dissolves quickly			
Safe to handle; will not burn or irritate skin; non-caustic; non-toxic			

B. ESTIMATED ANNUAL USAGE BY PARTICIPATING AGENCY

Line Item No.	Commodity Description	Estimated Number of 50-lb Bags per Year						TOTAL
		Charles County Public Schools	City of College Park, Maryland	City of Frederick	D.C. Department of Public Works	Prince George's County Public Schools	WSSC	
001	Standard Ice Melt		150		3,000		4,000	7,150
002	Specialty Ice Melt – Option A	855	200	2,000	500	1,800	8,000	13,355
003	Specialty Ice Melt – Option B		200		500	1,800		2,500

V. PURCHASE AND DELIVERY TERMS

- A. Deliveries shall be made in accordance with the requirements of the Participating Agencies as follows. Delivery dates, times, and requirements shall vary by location.

Participating Agency	Delivery Address	Delivery Instructions
Charles County Public Schools	Charles County Public Schools Warehouse 5980 Radio Station Road LaPlata, MD 20646	Must call delivery point of contact at least 24 hours in advance of delivery.
City of College Park, Maryland	9217 51 st Avenue College Park, MD 20740	Call delivery point of contact.
City of Frederick	Department of Public Works 111 Airport Drive East Frederick, MD 21701	Call delivery point of contact. Full trucks for pallet deliveries required.
D.C. Department of Public Works	1827 West Virginia Ave NE Washington, DC 20002	Call delivery point of contact.
Prince George’s County Public Schools	4801 Brown Station Road Upper Marlboro, MD 20772	Flatbed delivery, trailer for unloading, and forklift required.
Washington Suburban Sanitary Commission (WSSC)	4101 Lloyd Street Hyattsville, MD 20781	Receiving hours are 7:30 AM – 11:45 AM and 12:45 PM – 3:30 PM, Monday – Friday. Truck delivery required.

- B. All deliveries shall be FOB destination.
- C. Bidder’s price must include all transportation and freight costs to the point(s) of delivery. No taxes shall be included in the price.
- D. A packing slip shall accompany all deliveries and the Contractor(s) shall obtain a signature from a Participating Agency employee for all items delivered. The packing slip must include the Participating Agency’s purchase order number.
- E. The Contractor(s) shall assign at least one (1) representative to address purchase, delivery and/or other customer service matters, upon contract award. Points of contact for Participating Agencies will be provided to the Contractor(s) at the time of contract award.

VI. SPECIAL PROVISIONS

- A. Participating Agencies have the right to opt out of this solicitation prior to a contract award.
- B. Current non-Participating Agencies have the right to opt-in at a future date based on the Rider Clause (Attachment A).
- C. COG, as Awarding Agency, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this IFB to other public and non-profit agencies. This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment A) of all parties pursuant to special

requirements which may be appended thereto.

- D. Contractor(s) agrees to notify COG of the Participating Agencies that desire to use any contract resulting from this IFB within 30 days of receiving said requests and to provide reporting as required per this IFB (Section VI.G).
- E. All contracts resulting from this IFB shall be with the individual Participating Agencies. COG assumes no authority, liability or obligation on behalf of any Participating Agency using a contract resulting from this IFB, or any Contractor, or any other entity with respect to this procurement or any contract resulting from it.
- F. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.
- G. PARTICIPATION, SALES REPORTING, AND FEES
 - 1. Bid submissions must include a 3% administrative fee paid to COG. The Contractor(s) will be responsible for tracking and rebating this fee back to COG, semi-annually, based on gross sales for the periods described in Section VI.G.2 below and due on November 30th and May 31st of each year on all contracts made pursuant to this IFB.
 - 2. Contractor shall provide summary information on the purchases by Participating Agencies, through the purchasing program associated with this IFB, to COG on a semi-annual basis to allow COG to monitor the program's use and benefit to its members.

Semi-annual reporting Due Dates beginning 2018:

- November 30, covering May 1 – October 31
- May 31, covering November 1 – April 30

ATTACHMENT A**Cooperative Rider Clause**

The Metropolitan Washington Council of Governments (“COG”) is offering this solicitation to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

COG is the Lead Participating Agency in this procurement and has included this Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

A. Terms

1. Participating Agencies, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
2. Participating Agencies may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the Participating Agency officially is located;
2. To provide to COG contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other Participating Agencies added on the contract, on demand and without further approval of contract participants;
3. Contract obligations rest solely with the Participating Agencies only;
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and Participating Agencies.

In pricing and other conditions, Bidders are urged to consider the broad reach and appeal of Metropolitan Washington region with public and non-profit entities in this region.

A list of the participating members of COG can be found at the following web links www.COG.org/purchasing-and-Proposals/cooperative-purchasing/member-links/

Other agencies in the region may be permitted to ride this contract, including, but not limited to, the Baltimore Metropolitan Council members. www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives

ATTACHMENT B**Terms and Conditions**

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“MWCOG”) and our Participating Agencies’ contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any. This document and the Contract are intended to be complementary and shall be construed accordingly.

However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term "MWCOG" includes MWCOG, its various Participating Agencies, employees or agents as may be appropriate. The term “Contract” shall include a document entitled “agreement” or any other title on a document that is denoting a contract.

- I. Amendment. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

- II. Bankruptcy. Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify MWCOG immediately. Upon learning of the actions herein identified, MWCOG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights MWCOG may have as provided in this agreement or by law.

- III. Compliance with Law. The Contractor hereby represents and warrants that:
 - A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
 - B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
 - C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its

obligations under this Contract.

- IV. Contingent Fee Prohibition. The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.
- V. Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- VI. Force Majeure. Neither MWCOG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, MWCOG's and/or its members or Contractor's reasonable control. MWCOG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- VII. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the District of Columbia or the Participating Agencies required jurisdiction without regard to principles of conflicts of law.
- VIII. Indemnification. The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its Participating Agencies including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG and/or members, their officers, agents and employees.

- IX. Independent Contractor.
 - A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
 - B. Contractor represents and warrants that Contractor is not an employee of MWCOG and/or members, is not currently employed by the Federal

Government, and is not an officer, employee or agent of MWCOG and/or members.

- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide MWCOG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements.

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name the Participating Agency, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG and/or Participating Agencies prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide MWCOG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

- XI. Nondiscrimination. A contractor who is the recipient of MWCOG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

XII. Ownership of Documents and Materials.

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG and/or members upon request and shall become and remain the exclusive property of MWCOG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

XIII. Payments. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after MWCOG's and/or members receipt of a proper invoice from the Contractor.

XIV. Records. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the MWCOG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. All subcontracts shall also comply with these provisions.

XV. Remedies.

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and

without cost to MWCOG and/or members. The acceptance of the work set forth herein by MWCOG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.

- B. Set Off. MWCOG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of MWCOG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the MWCOG and/or members by law.

XVI. Responsibility of Contractor.

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by MWCOG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by MWCOG and/or members, perform at its own expense and without additional cost to MWCOG and/or members, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to MWCOG and/or members under the "Remedies" paragraph, or otherwise available by law.

XVII. Severability/Waiver. MWCOG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

XVIII. Subcontracting or Assignment. The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of MWCOG and/or members. MWCOG and/or members have the right to withhold such consent for any reason MWCOG and/or members deem appropriate.

XIX Survival. The terms, conditions, representations, and all warranties contained in

this Contract shall survive the termination or expiration of this Contract.

- XX. Termination. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOG and/or members may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at MWCOG's and/or members option, become MWCOG's and/or member's property. MWCOG and/or members shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MWCOG and/or members can affirmatively collect damages.
- XXI. Termination of Contract for Convenience. The performance of work under this Contract may be terminated by MWCOG and/or members, in whole or in part, upon written notice to the Contractor, when MWCOG and/or members determines such termination is in the best interest of MWCOG and/or members. The termination for convenience is effective on the date specified in MWCOG's and/or members written notice. MWCOG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- XXII. Termination of Multi-Year Contract. If MWCOG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MWCOG's and/or members rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non- recurring costs incurred but not amortized in the price of the Contract. MWCOG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
- XXIII. Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.
- XXIV. Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 8/22/2017)

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS

The Bidder certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 24 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Bidder understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

Typed Name of Bidder

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Attachment D

Bidder's EXPERIENCE/REFERENCES

Name of Bidder _____

REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Bidder similar products, services and scope of work.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the Bid.

A Bidder, which, in the sole judgment of COG, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s)

1) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

ATTACHMENT E

BID FORM

TO: Jayme Hardy, Senior Contracts and Purchasing Specialist
 Metropolitan Washington Council of Governments,
 777 North Capitol Street, NE, Suite 300
 Washington, DC 20002

BID: **19-001 – Ice Melt**

Please provide price per 50-lb bag of **Ice Melt** for each Participating Agency as applicable:

Line Item No.	Commodity Description	Price Delivered Per 50-lb Bag						TOTAL PRICE
		Charles County Public Schools	City of College Park, Maryland	City of Frederick	D.C. Department of Public Works	Prince George's County Public Schools	WSSC	
BASE YEAR PRICING								
001	Standard Ice Melt	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
002	Specialty Ice Melt – Option A	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
003	Specialty Ice Melt – Option B	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
OPTION YEAR 1 PRICING								
101	Standard Ice Melt	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
102	Specialty Ice Melt – Option A	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
103	Specialty Ice Melt – Option B	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
OPTION YEAR 2 PRICING								
201	Standard Ice Melt	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
202	Specialty Ice Melt – Option A	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
203	Specialty Ice Melt – Option B	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

{Continued on next page.}

OPTION YEAR 3 PRICING								
301	Standard Ice Melt	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
302	Specialty Ice Melt – Option A	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
303	Specialty Ice Melt – Option B	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
OPTION YEAR 4 PRICING								
401	Standard Ice Melt	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
402	Specialty Ice Melt – Option A	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
403	Specialty Ice Melt – Option B	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Bidders Check List Acknowledged/Included

- Addendum #1 (Acknowledged) _____
- Ice Melt Material Safety Data Sheets and Instructions for Use _____
- Attachment A – Rider Clause (Acknowledged)* _____
- Attachment B - Terms and Conditions (Acknowledged)* _____
- Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Signed) _____
- Attachment D - References _____

Exceptions YES _____ NO _____

**Please attach any exceptions to Attachments A and B on separate sheet(s) at the end of the bid submission.*

{Continued on next page.}

I have read, understood, and agreed to the terms and conditions of all contents of this Bid. The undersigned agrees to furnish the commodity and/or service stipulated in this Bid as stated above.

SIGNATURE: _____ DATE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____