



Solicitation Number: IFB20000131

Soil, Baseball, Diamond Mix

Invitation for Bid (IFB)

Anne Arundel County

February 19, 2020 - March 31, 2020

General Header Information

No. IFB20000131
Title: Soil, Baseball, Diamond Mix
Start Date: February 19, 2020 at 8:00:00 AM EST
End Date: March 31, 2020 at 1:30:00 PM EDT
Collaboration Start Date: February 19, 2020 at 8:15:00 AM EST
Collaboration End Date: March 04, 2020 at 1:30:00 PM EST
Estimated Total Value:
Who can respond to this bid? : All Vendors
Description: For the furnishing and delivery of baseball diamond mix soil for Anne Arundel County Department of Recreation and Parks.
Delivery Terms: Free On Board Destination
Payment Terms: Net 30 Days
Contact Information: Anne Arundel County
Thomas Sanford
2660 Riva Road 3rd Floor Annapolis MD, 21401 United States
Tel: 410-222-7147
Fax: 410-222-7624
phsanf20@aacounty.org
Contact Details: If you have any questions, Please contact:
Thomas Sanford
2660 Riva Road 3rd Floor Annapolis MD, 21401 United States
Tel: 410-222-7147
Fax: 410-222-7624
phsanf20@aacounty.org
Selected Categories: Top Soil and Fill Dirt (For Mulch See Class 335) (79070)

Solicitation Requirements: IFB MANDATORY REQUIREMENTS

Mandatory Requirements for IFB

The following item(s) are **MANDATORY** and shall be submitted with your Bid Response in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Bid Response, the Bid Response shall be considered null and void, and therefore, will be rejected.

(A) Bid Response Form (for paper bids only)

SOLICITATION GENERAL INSTRUCTIONS

INSTRUCTIONS

NOTICE: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy (paper) response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

PORT: To download a copy of the Solicitation specifications, go to the County's website at <https://www.aacounty.org/PORT> and click on "Print/Download Solicitation Summary" icon at the top of the page.

ELECTRONIC RESPONSES: To respond electronically to a solicitation, the vendor must first register with the County's eProcurement system (P.O.R.T.) by going to the <https://www.aacounty.org/PORT> clicking the "Registration" button at the top of the page, and completing the Vendor Registration. Detailed instructions for using the P.O.R.T. system are available by scrolling down on the P.O.R.T. home page.

Once registered, the Bidder or Offeror should log back into P.O.R.T. and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid or proposal responses successfully submitted to the County.

When responding electronically to a specific solicitation, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including Affidavit, exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. A scanned copy of the Affidavit may be submitted if responding to the solicitation online. If the responding vendor is awarded a purchase order or contract, the vendor will submit the original version of the Affidavit that was scanned and submitted online to the County's Purchasing Division, Office of the Purchasing Agent, within ten (10) calendar days of request.

PAPER BIDS AND PROPOSALS (not submitted online): Vendors are encouraged to submit their entire bid or proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received in the Office of the Purchasing Agent, 2660 Riva Road, 3rd Floor, Annapolis, Maryland, 21401, prior to the solicitation's specified end date and time. Be sure to include the Solicitation number, company name, and a contact name on any hard copy Solicitation response documents submitted through mail or courier service. Sealed bids or proposals addressed to the County Purchasing Agent will be received in the Office of the Purchasing Agent, Anne Arundel County, Maryland, at the date and time noted elsewhere in this solicitation. Bid responses to an IFB will be publicly opened on that date. Bidder or Offeror may download a copy of solicitation from the Bid Board at <https://www.aacounty.org/PORT>. Paper bids or proposals shall be submitted in duplicate on and in accordance with forms for this purpose.

In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the Purchasing Agent may elect to reject both submittals. The Purchasing Agent's decision is final.

Paper Bids and Proposals will be submitted in duplicate in a sealed envelope. Each Bid or Proposal Response will be accompanied by a notarized affidavit (non-collusion oath/anti-bribery) executed by the Bidder or Offeror or, if the Bidder or Offeror is a business entity, by a duly authorized representative of the business entity. The form for this oath is provided in this solicitation. Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent. The deadline for submitting a written request for clarification of requirements is noted in the Collaboration Section of this solicitation. The County Purchasing Agent will respond by notifying Bidders or Offerors by written addendum.

Any Bidder or Offeror finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, will notify the County Purchasing Agent in writing no later than the deadline noted in the Collaboration Section of this Solicitation. These exceptions in no way obligate the County to change its specifications. The County Purchasing Agent will respond by notifying Offerors by written addendum of any interpretations made of the Specifications.

The County shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications will be directed to and will be issued by the County Purchasing Agent in writing. To better ensure fair competition and to permit a determination of the Successful Bidder or Offeror, a Bid or Proposal Response may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and consistent with County policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders or Offerors. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Contact with any County representative concerning this solicitation, other than as stated herein, is prohibited. "County representative" will include, but not be limited to, all elected and appointed officials, County employees, and members of the Evaluation Committee.

IFB TERMS AND CONDITIONS

TAXES: RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED, ETC.

The Successful Bidder is responsible for paying and, by submitting a Bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this Invitation for Bid. The Successful Bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same. All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

RESERVATIONS

The Purchasing Agent may reject all Bids and cancel the IFB, may reject parts of all Bids, or may reject all Bids for any one or more Goods or Services if, in the Purchasing Agent's judgment, it is in the County's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

The County Purchasing Agent reserves the right to waive formalities or technicalities in Bids as the interest of the County may require.

The quantities appearing in this IFB are approximate only and are prepared for the canvassing of bids. Payment to the Successful Bidder will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract, and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the Bid.

The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.

The County Purchasing Agent may waive minor differences in Specifications provided these differences neither violate the Specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

SUBSTITUTES

When an item is designated as "no substitutes", only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.

For all items not designated "no substitutes", the County will consider a "County-approved equivalent." Equivalent items will be considered provided descriptive literature and specifications accompany the Bid. Each Bidder shall indicate on the Bid Response Form "As Specified", or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Bidder shall indicate clearly the goods on which it is bidding, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be included with the Bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the Bid.

No Bidder shall be allowed to offer more than one price on each item even though the Bidder may believe that two or more types or styles will meet specifications. Bidders shall determine for themselves which to offer. If a Bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

SAFETY DATA SHEETS

If goods or services provided to the County, including any chemicals or products to be used, contain any ingredients that could be hazardous or injurious to a person's health, a Safety Data Sheet ("SDS") shall be provided to the Purchasing Agent by the Successful Bidder. This requirement also applies to any goods or services used by the Successful Bidder when providing a service to the County.

INSPECTION

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

DISPUTES

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or service, the Standards and Specifications Committee, or other sources.

LAWS AND REGULATIONS

The Successful Bidder shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Bidder shall protect and indemnify Anne Arundel County, Maryland, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Bidder and by any subcontractors, agents, or employees.

EQUAL OPPORTUNITY

The Contractor assures the County that it shall not discriminate against any person in any of its activities with regard to membership policies, employment practices, or in the provision of services on the basis of gender identity, race, color, national origin, religion, ancestry, sex, age, or disability. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor Regulations 41CFR Part 60. The Contractor must bind its subcontractors to the provisions of this section.

INDEMNIFICATION

If a contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

TERMINATION PROCESS

Termination for Convenience: Notwithstanding anything contained herein, the County may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The County shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

The Successful Bidder shall be provided 30 days' notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

This Agreement may be terminated by the County upon at least seven (7) days' notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the County; (2) continued Work is deemed by the County, in its sole discretion, not to be in the best interests of the County; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

Termination for Cause: Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the County's option, become the County's property. The County shall pay the Successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the County may take all steps necessary to collect damages.

OPTIONAL USE OF CONTRACT

The Successful Bidder reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this IFB to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this IFB and shall also provide usage information, which may be requested.

The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this IFB. All purchases and payment transactions shall be made directly between the Successful Bidder and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Bid Response.

CORPORATION REGISTRATION

Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 ("SDAT") before doing any business in this State.

All Bidders that are business entities shall be and present evidence prior to award that they are in good standing with SDAT.

REFERENCES TO ALTERNATE TERMS

Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change shall not be part of any Contract with a Successful Bidder and shall be disregarded by the County.

PAYMENT TERMS

Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The County is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Bidder and a final invoice submitted by the Successful Bidder and approved by the County. To receive payment for services rendered, the Successful Bidder shall submit an invoice to:

Anne Arundel County, Maryland

Office of Finance

P. O. Box 2700

Annapolis, MD 21404

Payment shall be made electronically via ACH Transfer. The County reserves the right to deduct the total amount of any debts owed to the County from any payments issued pursuant to any resulting agreement for this IFB.

ASSIGNMENT

Except for assignment of an antitrust claim, a party to any contract resulting from this Solicitation may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

AVAILABILITY OF FUNDS

The obligations of the County under any Contract awarded pursuant to this IFB are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

INTERPRETATION

The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.

INTEGRATION

The IFB, the Successful Bidder's Bid, and the County's Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties hereon.

FAIR LABOR STANDARDS

The Successful Bidder shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder's employees for which the County may be found jointly or solely liable.

CHANGES

The County reserves the right to add items to this Contract at the County's sole discretion if the items meet the following criteria:

- (a) The items added are, in the County's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract.
- (b) The price for each item as offered by the Successful Bidder is, in the County's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.
- (c) The items added are relatively insignificant to the overall value and services under the agreement.

MOST FAVORED PUBLIC ENTITY

The Successful Bidder agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

The Successful Bidder shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, grounds, equipment, vehicles, or property caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

CONDITIONS FOR PURCHASING ELSEWHERE

Time is of the essence. Should the Successful Bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the Purchasing Agent shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Bidder, and may be deducted from any funds payable or which may become payable to the Successful Bidder.

The Purchasing Agent may reject, at his or her sole discretion, any goods or services ordered from the Successful Bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

SIGNATURES REQUIRED FOR LEGAL ENTITIES (FOR CONTRACTS EXCEEDING \$150,000)

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

TYPE OF LEGAL ENTITY:

<p>Company/Corporation or Professional Service Corporation <i>("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A.")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY: President, Vice President, Chief Executive Officer or Chief Operating Officer</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or a Corporate Resolution</p>
<p>Partnerships</p>	<p>NO PROOF NEEDED IF SIGNED BY: Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Statement of Partnership Authority</p>
<p>Limited Partnerships <i>("L.P.")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY: General Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Certificate of Limited Partnership</p>
<p>Limited Liability Company / Corporation <i>("LLC" or "LC")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY: Member</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE: Operating Agreement or Articles of Organization of the LLC</p>
<p>Religious Corporations and Churches</p>	<p>PROOF ALWAYS NEEDED</p>	<p>ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution</p>
<p>Limited Liability Partnerships and Limited Liability Limited Partnerships <i>("L.L.P." or "LLLP")</i></p>	<p>PROOF ALWAYS NEEDED</p>	<p>ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority</p>

CHANGES/ERASURES TO BID RESPONSE

To be considered, all erasures, interpolations and other changes in a Paper Bid Response shall be signed or initialed by the Bidder.

BIDDER'S UNDERSTANDING OF THE SCOPE OF IFB AND DUE DILIGENCE

By submitting a Bid in response to this IFB, the Bidder represents that it has read and understands this IFB, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this IFB or any resulting Contract. The failure or omission of any Bidder to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Bidder from any obligations with respect to its Bid Response or to any resulting Contract.

BID RESPONSE MODIFICATIONS OR WITHDRAWAL

A Bid Response may be modified or withdrawn by the Bidder anytime before the time and date set for the receipt of Bid Responses. A request to withdraw of Paper Bid responses must be submitted to the Purchasing Division in writing.

Modified and withdrawn Bids, clearly marked and dated, may be resubmitted to the Purchasing Division up to the time and date set for the receipt of Bid Responses.

No Bid Response may be unilaterally modified or withdrawn after the time set for the receipt of Bid Response and for ninety (90) calendar days thereafter.

Bid Extension: If an award cannot be made prior to the expiration of the pricing submitted in response to this IFB, the Purchasing Agent may request that pricing be extended. The extension of pricing should be a reasonable amount of time for the contract to be fully executed between both parties.

ADDENDA TO IFB - CHANGE IN ISSUING ADDENDA

The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Bidders of any changes, additions, or deletions to the Specifications by addenda posted on P.O.R.T.

CONTENT

The contents of the Bid Response of the Successful Bidder may become contractual obligations. Failure of the Successful Bidder to accept these obligations in a Contract may result in cancellation of the award, and the Successful Bidder may not be eligible for future solicitations.

CONFLICT OF INTEREST

By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this IFB or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict. Failure of the Bidder to provide any information requested in the IFB may result in disqualification of the Bid Response.

HEADINGS

The words and phrases used in the heading of various sections and parts of this IFB are for convenience only and shall not affect the interpretation of any of the terms, conditions and requirements contained anywhere in the IFB.

IFB TEXT EMPHASIS

Throughout this IFB, there may be occasional use of underlining, bolding, oversized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

PARENT COMPANY

If a Bidder is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Bid Response.

ASSIGNMENT AND DELEGATION

Except for assignment of antitrust claim, a party to any Contract resulting from this IFB may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Bid Response to this IFB, the Successful Bidder accepts the terms and conditions set forth herein.

CONFIDENTIAL AND PROPRIETARY INFORMATION

All information contained in the Bid is subject to production under the Maryland Public Information Act. Each Bidder shall be responsible for identifying all information in its Bid that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Bid a separate list entitled "Confidential and Proprietary Information". The list shall identify all such information and shall include the location of such information in the Bid, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or "proprietary, shall be considered public information and is subject to release on request under the Maryland Public Information Act.

Reasons given for considering information within a Bid Response confidential or proprietary shall be legally justifiable, which is within the sole discretion of the County. Indicating that a Bid Response in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the County rejecting the Bid Response on the grounds that the Bid Response is not responsive.

Limitations to Liability: Anne Arundel County assumes no responsibility and no liability for costs incurred by Successful Bidder in responding to the IFB, including requests for additional information. The County assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Bid Response.

Contractor agrees to promptly provide any non-confidential information or materials required by the County to respond to such requests, to the extent required by law.

INDEPENDENT CONTRACTOR

In the performance of this Agreement, the Contractor, including its employees, agents, and subcontractors, shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the County and the Contractor, including employer and employee, partnership, principal and agent, or joint venturer.

AUDIT OF THE SUCCESSFUL BIDDER

The Successful Bidder shall retain in original form, format, and medium all books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the Successful Bidder operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the County. The Successful Bidder shall make these records available for inspection and audit by the authorized representative of the County during normal business hours. The Successful Bidder shall receive the County's written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record. The Successful Bidder shall comply with County notification that a record shall be retained for a longer period.

The County may audit at any time during the term of the Contract and for a period of at least three (3) years after the date of final payment by the County the Successful Bidder's books and records relating to any work performed under this IFB and any resulting contract, including, but not limited to:

- Cost or pricing data submitted by the Successful Bidder;
- The determination of Successful Bidder's costs or estimated costs in connection with any change order or contractual modification or proposed change order or contractual modification;
- The Successful Bidder's financial condition; and/or
- Claims by one party against any other.

OWNERSHIP AND RETENTION OF RECORDS

All reports, drawings, and other data prepared in connection with the work contemplated by this IFB shall become the property of the County. The Successful Bidder shall retain all records and documents related to work performed under any Contract awarded pursuant to this IFB for at least three (3) years after final Contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

WORKPLACE FREE OF DRUG AND ALCOHOL ABUSE

Successful Bidder shall maintain a workplace free of drug and alcohol abuse during the term of the Contract; shall prohibit employees from working under the influence of drugs or alcohol; and shall refuse to hire or assign to work under the Contract anyone whom the Successful Bidder knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engage in a bona fide drug or alcohol abuse assistance or rehabilitation program.

PROCUREMENT CARD

The County retains the option to use the County procurement card for the purchase of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the authorization of the cardholder and shall not exceed the limit placed on the cardholder's procurement card. The Successful Bidder may receive orders by phone, facsimile, or other forms of notification from authorized County employees. The Successful Bidder may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the County agency. For partial shipments or performance, the Successful Bidder may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the County agency. Upon shipment or completion of the remaining order, the Successful Bidder may process a payment request to the credit card network for the remainder of the order. The Successful Bidder may not charge the County for any fees related to the use of a procurement card.

For all transactions, the Successful Bidder shall have a valid W-9 form on file with the Anne Arundel County, Maryland, Office of Finance.

REGULAR DEALER

Quotes shall be considered only from Bidders that qualify as a "regular dealer." A "regular dealer" means a person or entity that owns, operates, or maintains a store, warehouse, or other establishment in which the goods or services required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the Bidder shall engage in, as its principal business and in its own name, the purchase and sale of the goods or services that are the subject of this IFB.

UNBALANCED BIDS

A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent both mathematically and materially unbalanced, may be rejected as non-responsive.

(An example would be bidding overhead labor rates below regular time rates, or bidding laborer rates above Supervisor or Foreman rates. Another example is bidding a 1 gallon container of a product higher than a 5-gallon container of the same product.)

ADDENDA

Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. A Bid may be rejected if any addendum is not acknowledged in P.O.R.T. or County's website at www.aacounty.org .If submitting a Paper Bid Response, the addenda is signed and included with the Bid Response.

IFB GENERAL SPECIFICATIONS

SCOPE

These Specifications are intended to cover the furnishing and inside delivery of baseball diamond mix soil for the Anne Arundel County, Maryland Department of Recreation and Parks, as listed in this Solicitation.

DELIVERY OF GOODS

All goods delivered shall be the manufacturer's current models, completely serviced by the Successful Bidder, and shall be delivered ready in all aspects to be placed in normal operating service.

DELIVERY/INSTALLATION OF GOODS OR SERVICES

Successful Bidder shall guarantee delivery of goods or services as needed, typically to these Anne Arundel County, Maryland (locations) RP Northern Maintenance District Yard, RP Central Maintenance District Yard, RP Southern Maintenance Yard, Bachman Sports Complex, Joe Cannon Stadium, and Randazzo Park., between the hours of 8:30 a.m. and 12:00 p.m., local time, Monday through Friday, excluding County holidays, and weekends.

Successful Bidder shall state the number of calendar days required to deliver each item to the County following notification of an award. If submitting a Paper Bid Response, this information shall be submitted with the Paper Bid Response.

Successful Bidder shall provide a delivery ticket for each delivery, marked clearly with the purchase order number issued by the County for the goods purchased and, if applicable, the name, model, and serial number. All deliveries shall be accompanied by a delivery ticket or packing slip. Tickets shall contain the following information: name of mix, delivery location/address/ number of tons delivered on the Successful Bidder's official letterhead.

All items shall be delivered F.O.B. destination and delivery costs and charges shall be included in the Bid Response. Unit prices quoted shall include delivery, all charges prepaid and shall be exclusive of all taxes. No transportation, shipping, or handling charges shall be added to the invoice.

The County Purchasing Agent reserves the right to charge the Successful Bidder fifty dollars (\$50.00) per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the County Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Bid Deposit or final payment, or charged back to the Successful Bidder.

BLANKET ORDER CONTRACT

The agreement set forth is essentially a Blanket Order Contract and the execution of the agreement does not authorize the Successful Bidder to deliver or release any material to any department in the County. Authorization for materials to be delivered shall be by Blanket Order Release issued by the Purchasing Agent.

Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

TERM OF CONTRACT

This Contract shall be in effect for one (1) year on or about June 1, 2020. This Contract may be renewed up to an additional four (4) one-year period(s) with the same terms and conditions at the **sole** discretion of Anne Arundel County, Maryland. After the initial term, any one-year renewals will be subject to the availability and appropriation of County funds.

AWARD OF CONTRACT

The County Purchasing Agent shall award all Contracts to the lowest responsible, responsive Bidder, as determined by the County Purchasing Agent. The decision of the Purchasing Agent is final.

Any other considerations for the award shall be stated in the Specifications and Bid Response.

Anne Arundel County, Maryland, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the County by the Purchasing Agent. After all other proper evaluation, an award shall be made on an individual item basis or may be awarded on an aggregate item basis if an additional discount is offered for an aggregate award to the lowest responsive, responsible Bidder meeting or exceeding the requirements of this IFB.

LITERATURE AND SAMPLES

If requested, the Bidder shall provide three (3) copies of complete, current, and up-to-date manufacturer-published descriptive literature and specifications for the proposed goods or services within five (5) days of the request, giving full details as to type of goods or services to be furnished under a Contract.

Samples, when requested by the County, shall be delivered to the Purchasing Division, Heritage Office Complex, 2660 Riva Road, 3rd Floor, Annapolis, Maryland, 21401, within five (5) days of the request, unless otherwise specified. All packages shall be marked "SAMPLES FOR BID NO. IFB20000131". Each sample shall bear the name of Bidder and item number, and shall be carefully tagged or marked in a clear and conspicuous manner. Failure of the Bidder to deliver required samples or to clearly identify samples may be considered sufficient reason for rejection of the Bid. All deliveries under a resulting Contract shall conform in all respects with samples as submitted and accepted as a basis for the award.

The Purchasing Agent reserves the right to retain or destroy samples and will be free from any redress or claim on the part of a Bidder if any samples are lost or destroyed. Upon notification by the Purchasing Agent that a sample is available for return, it shall be removed by the Bidder within thirty (30) days, or the Purchasing Agent may dispose of it at the Purchasing Agent's discretion.

RETURN GOODS POLICY

The County shall apply the following policy to returned goods throughout the term of the Contract. By its signature on the Bid, the Bidder acknowledges it has read, understood, and agreed with the following policy.

Returns generated by the Successful Bidder's error, over shipment, defective merchandise, unacceptable substitution, or otherwise through no fault of the County shall be returned to the Successful Bidder with no restocking charge to the County. At the option of the County, replacement merchandise shall be shipped within fourteen (14) days of notification. The Successful Bidder shall bear all freight and delivery charges.

Returns of catalog stock merchandise generated by ordering error, over purchase, discontinued use, inventory reduction, or other fault of the County shall be accepted by the Successful Bidder. All catalog stock merchandise shall be unused, in the original container, and in suitable condition for resale. The Successful Bidder may assess a restocking charge of not more than twenty-five (25%) percent of the purchase price or the restocking charge noted in the Successful Bidder's published restocking charge, whichever is less. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost of returned goods.

Return of catalog stock merchandise more than six (6) months after receipt by the County shall be at the option of the Successful Bidder. Restocking charges cannot exceed the Successful Bidder's published catalog restocking fee for such returns. The County shall reimburse the Successful Bidder for original freight charges, if applicable, and shall bear the freight cost for return of the goods.

PRICE ADJUSTMENTS

All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for price adjustments up to the Consumer Price Index in place exactly ninety (90) days prior to the renewal date. The Successful Bidder shall request all price adjustments in writing at least sixty (60) days and no more than ninety (90) days prior to the renewal date.

For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Baltimore, Baltimore-Columbia-Towson-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

The County reserves the right to accept, reject, or modify the request for a price adjustment. If the County approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

In the event where the CPI is a negative value, at no time will the County adjust below current pricing.

BID RESPONSE

The person signing a Paper Bid Response shall initial any alterations in figures on this form in ink.

The Bidder certifies that the Bid Response has been duly authorized and approved by all required organizational action of the Bidder.

The person executing the Bid Response on behalf of the Bidder certifies that he or she has the legal and organizational authority to do so.

UNBALANCED BIDS

A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent both mathematically and materially unbalanced, may be rejected as non-responsive.

(An example would be bidding overhead labor rates below regular time rates, or bidding laborer rates above Supervisor or Foreman rates. Another example is bidding a ONE-gallon container of a product higher than a 5-gallon container of the same product.)

COLLABORATION

Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent. The deadline for submitting a written request for clarification of requirements is March 4 , 2020, 2:30 p.m., local time. The County Purchasing Agent will respond by notifying all Bidders by written addendum.

Any Bidder finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent in writing no later than March 4, 2020, 2:30 p.m., local time., local time. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will respond by notifying all Bidders by written addendum of any interpretations made of the Specifications.

IFB TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

GENERAL

1.1 General

1.1.1 The estimated amount to be purchased in 2020 is 800 tons.

1.1.2 The County shall not guarantee any minimum or maximum deliveries. The County shall request deliveries on an as-need basis. Authorizations for deliveries shall be requested by the County.

1.1.3 All orders shall be in multiples of full truckloads at approximately twenty (20) tons each. The Department of Recreation and Parks typically orders soil twice per year. The County recognizes that all deliveries cannot be made simultaneously, and anticipates deliveries to be made over several weeks. The Successful Bidder shall communicate with Recreation and Parks the delivery dates depending on the weather.

1.1.4 All deliveries shall be accompanied by a delivery ticket or packing slip. Tickets shall contain the following information: name of mix, delivery location/address/ number of tons delivered on the Successful Bidder’s official letterhead.

1.1.5 Deliveries are typically made to the following sites: RP Northern Maintenance District Yard, RP Central Maintenance District Yard, RP Southern Maintenance Yard, Bachman Sports Complex, Joe Cannon Stadium, and Randazzo Park.

1.2 Technical Specifications:

1.2.1 The Baseball Diamond Mix shall meet or exceed the requirements of the County Specifications below. The product shall be pre-screened material without any soil lumps, rocks, weeds, sticks, or other debris.

1.2.2 The County may require a site visit prior to the award of the bid to inspect the product.

1.2.3 Variation in the mix may be required to meet the County Specifications and may not be less than the following:

Grading Analysis Sieve	Range % Passing
3/8"	100
#4	95-100
#10	85-100
#40	75-90
#200	25-45

Analysis	Range
Sassafras Loam Sand	40-55
Matapeake Silt	20-40
Woodstown Clay	10-20

Organic Content

Thomas Rapid Method: .5% maximum

Typical Plastic Properties

Liquid Limit -22

Plastic Limit -19

Plasticity Index -3 Maximum

BASIS OF AWARD

The County Purchasing Agent shall award all Contracts to the lowest responsible, responsive Bidder, as determined by the County Purchasing Agent.

SOLICITATION HEADER - INTRODUCTION

P.O.R.T. Notice

The Division of Purchasing is now posting solicitations on the new Purchasing Operations Resource Technology ("P.O.R.T.") Bid Board <https://www.aacounty.org/departments/central-services/purchasing/index.html> P.O.R.T. is the County's web-based eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

Vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at <https://www.aacounty.org/departments/central-services/purchasing/index.html>

IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening or deadline for submitting a proposal. It is the potential Bidder's or Offeror's responsibility to frequently visit the P.O.R.T. website at <https://www.aacounty.org/departments/central-services/purchasing/index.html> to obtain Addenda once they have received a copy or downloaded a solicitation.

NOTE: ALTHOUGH THE SYSTEM ALLOWS FOR MULTIPLE BID OR PROPOSALS RESPONSES, THE COUNTY DOES NOT ACCEPT THEM. THEREFORE, ANY BIDDER OR OFFEROR WHO SUBMITS MORE THAN ONE BID OR PROPOSAL RESPONSE WILL BE DEEMED NON-RESPONSIVE AND HAVE ALL RESPONSES REJECTED.

REFERENCES

Related Experiences and References

RELATED EXPERIENCES AND REFERENCES

This section of the Solicitation shall establish the ability of the Bidder/Offeror/Contractor to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of recently completed work; record of satisfactory performance on similar projects; and supportive client references. Provide no less than three (3) examples of similar projects that Contractor has undertaken (indicating current status of the project) within the last five (5) years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.

REFERENCE #1:

Company Name:

Contact Name/Title:

Address:

Telephone Number:

Email Address:

Nature of Work:

Current Status of Project:

Start and End Date:

REFERENCE #2:

Company Name:

Contact Name/Title:

Address:

Telephone Number:

Email Address:

Nature of Work:

Current Status of Project:

Start and End Date:

REFERENCE #3:

Company Name:

Contact Name/Title:

Address:

Telephone Number:

Email Address:

Nature of Work:

Current Status of Project:

Start and End Date:

Questionnaire:

PUBLIC INFORMATION ACT NOTICE

Description: PUBLIC INFORMATION ACT NOTICE

I acknowledge and accept the following: If awarded a contract, the contract, including the Successful Bidder's response, will be made public. The Bidder shall provide a separate copy of its bid that contains redactions of content that the bidder contends is confidential financial information or a trade secret. If a bidder, however, fails to provide a redacted copy, the final contract without the bid documents could be posted and if someone makes a Maryland Public Information Act request for the bid, then once the request comes in, Purchasing can advise the submitter that the County intends to publicly produce the bid unless the submitter provides a redacted version with its bid response.

Type YES/NO
Is Required Y

Please provide a redacted version of your bid response if any or all parts of your Bid Response are deemed confidential. ONLY a REDACTED version of your proposal should be uploaded here. All other documents, such as Affidavits, drawings, etc. should be uploaded to the Attach Documents tab, which will display once the required fields in the Requirements and Questionnaire sections are complete.

Type ATTACHMENT
Is Required N

AFFIDAVIT SUBMITTAL

Description: Bidder/Offeror to submit scanned, signed Affidavit.

Did you upload a scanned copy of your signed Affidavit?

Type YES/NO
Is Required Y

Documents:

January 2020 Soil Baseball Diamond Mix Specs.pdf

IFB20000131 Bid Response Form.pdf

IFB NO 20000131 Addendum 1.pdf

AFFIDAVIT 2020.pdf

Item Specifications

No.	Item	Contract#	Quantity	Unit Size
1*	Furnishing and delivery of baseball diamond mix soil for AACO Department of Recreation and Parks.		800.00	each
<p><i>Item Specification for Furnishing and delivery of baseball diamond mix soil for AACO Department of Recreation and Parks.</i></p> <p><i>Description:</i></p> <p><i>Manufacturer Name: No Manufacturer Specified</i></p> <p><i>Delivery Address: Anne Arundel County 2660 Riva Road AnnapolisMD21401</i></p> <p><i>Desired Delivery Date: Feb 13, 2020</i></p>				

January 2020

Recreation and Parks specifications for

Soil, Baseball Diamond Mix

2.1 Scope of Work

- 2.1.1 These specifications are intended to cover the furnishing and delivery of baseball diamond mix soil for Anne Arundel County Department of Recreation and Parks. Delivery can be to approximately six (6) different sites.
- 2.1.2 All goods delivered shall be per these Specifications and shall be delivered ready in all aspects to be spread on a field.

2.2 Pre-Bid Conference

There is no Pre-Bid conference for this bid.

3.1 General

- 3.1.1 The estimated amount to be purchased in 2020 is 800 tons.
- 3.1.2 The County shall not guarantee any minimum or maximum deliveries. The County shall request deliveries on an as need basis. Authorizations for deliveries shall be requested by the County.
- 3.1.3 All orders shall be in multiples of full truckloads at approximately twenty (20) tons each. The Department of Recreation and Parks typically orders soil twice per year. The County recognizes that all deliveries cannot be made simultaneously, and anticipates deliveries to be made over several weeks. The Successful Bidder shall communicate with Recreation and Parks the delivery dates depending on weather.
- 3.1.4 All deliveries shall be accompanied by a delivery ticket or packing slip. Tickets shall contain the following information: name of mix, delivery location/address/ number of tons delivered on the Successful Bidder's official letterhead.
- 3.1.5 Deliveries are typically made to the following sites: RP Northern Maintenance District Yard, RP Central Maintenance District Yard, RP Southern Maintenance Yard, Bachman Sports Complex, Joe Cannon Stadium, and Randazzo Park.

3.2 Technical Specifications:

- 3.2.1 The Baseball Diamond Mix shall meet or exceed the requirements of the County Specifications below. Product shall be pre-screened material without any soil lumps, rocks, weeds, stick, or other debris.

3.2.2 The County may require a site visit prior to the award of the bid to inspect the product.

3.2.3 Variation in the mix may be required to meet the County Specifications and may not be less than the following:

Grading Analysis Sieve Range % Passing

3/8"	100
#4	95-100
#10	85-100
#40	75-90
#200	25-45

Analysis Range

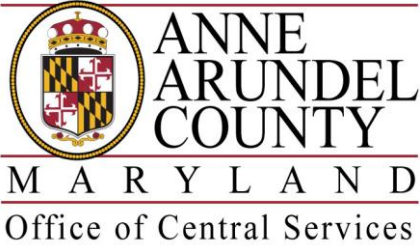
Sassafras Loam Sand	40-55
Matapeake Silt	20-40
Woodstown Clay	10-20

Organic Content

Thomas Rapid Method: .5% maximum

Typical Plastic Properties

Liquid Limit	-22
Plastic Limit	-19
Plasticity Index	-3 Maximum



BID RESPONSE FORM
SOLICITATION NO. IFB20000131: SOIL, BASEBALL, DIAMOND MIX

Item #	Item Name	Estimated Quantity	Unit	Unit Price	Extended Price
1	BASEBALL DIAMOND MIX - SOIL (ESTIMATED 2020 AMOUNT 800 TONS)	800	EA	\$	\$
GRAND TOTAL FOR ALL ITEM(S) INCLUSIVE					

I acknowledge and accept the following: If awarded a contract, the contract, including the Successful Bidder's response, will be made public. The Bidder shall provide a separate copy of its bid that contains redactions of content that the bidder contends is confidential financial information or a trade secret. If a bidder, however, fails to provide a redacted copy, the final contract without the bid documents could be posted and if someone makes a Maryland Public Information Act request for the bid, then once the request comes in, Purchasing can advise the submitter that the County intends to publicly produce the bid unless the submitter provides a redacted version with its bid response.

Note to Bidder: Please provide a redacted version of your bid response if any or all parts of your Bid Response are deemed confidential.

Company Name: _____

Authorized Signature: _____

Representative's Name/Title: _____

Date: _____