

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR QUOTATION NO. Q-411

FERTILIZER

Due Date: 09/23/11, Time: 12:00 PM

**DENNIS OWINGS, STAFF BUYER
PHONE: 410-887-3243
EMAIL: dowings@baltimorecountymd.gov**

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

- ☐ Have you signed your bid?
- ☐ Have you signed the Procurement Affidavit?
- ☐ Have you filled out all applicable forms?
- ☐ Have you returned the original? (and required duplicate copies when required?)
- ☐ Have you signed and returned amendments?
- ☐ Have you included the bid bond, if required?
- ☐ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR QUOTATION NO. Q-411
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BALTIMORE COUNTY, MARYLAND

General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered

in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the

Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in

addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the

decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected

thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County requires vendors to register or qualify to do business with Maryland Department of Assessments and Taxation (SDAT) in accordance with the Annotated Code of Maryland, Corporations and Associations Article: §2-102 Formation generally, §7-202 Registration to do interstate and foreign* business, and/or §7-203 Qualification to do intrastate.

17.2 For information on registering or qualifying a corporation, LLC, LLP or LP call SDAT at 410-767-1340. Sole Proprietors and General Partnerships should call 410-767-4991 or you may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html> - entity

17.3 The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT within 10 days of being notified of potential award.

(*Note: "a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country," § 1-101 Annotated Code of Maryland Corporations and Associations.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of [business]_____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

_____ The Business is a certified MBE with

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ Other Program: _____

_____ The Business is a certified WBE with

☐ Maryland State Department of Transportation (MDOT)

☐ City of Baltimore

☐ Other Program: _____

_____ The Business is not a certified MBE or WBE, however:

☐ The ownership of the Business consists of ____% minorities and ____% women (for a total of ____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

☐ The Business anticipates utilizing MBE or WBE subcontractors for ____% of the work on the contract.

☐ The Business is not a certified MBE or WBE nor is it 51% owned, operated and controlled by one or more minority group members or a woman.

☐ Due to the specific nature of work, this contract does not lend itself to subcontracting opportunities. Therefore, _____ is requesting a full waiver of the MBE/WBE requirement.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

Baltimore County, Maryland
Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies (LLC)** that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number () - Ext: Fax Number () -

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

OR

CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Individual	Sole Proprietor
Corporation	Partnership
Other: (explain)	

CERTIFICATION:

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person

Date

SIDE 2

MBE / WBE Certification	
Maryland Department of Transportation (MDOT) Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____	City of Baltimore Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____

Business Ownership (Check Only One)					
	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization			
	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)					
	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation	
Incorporation State: _____	OR Date Business Started _____ / _____ / _____

Signature		
I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____

BID REPLY LABEL

*CUT ON THE DOTTED LINE AND SECURE
TO THE OUTSIDE OF YOUR RESPONSE
ENVELOPE OR CARTON.*

REQUEST FOR QUOTATION	
NO. Q-411 09/23/11, 12:00 PM FERTILIZER	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR QUOTATION NO. Q-411
FERTILIZER**

GENERAL CONDITIONS

1. SCOPE.

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase fertilizer covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.2 The County reserves the right to order supplies that may be required during the said period, and it also reserves the right not to order supplies bid upon by the vendor, if it is found that such supplies are not required by the County during the period covered by this contract.

2. TERM OF CONTRACT.

- 2.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for one (1) year under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the vendor/contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the vendor/contractor must notify the Baltimore County Purchasing Bureau ninety (90) days prior to the current terms expiration date.
- 2.3 The vendor/contractor must maintain the insurance coverages required by the county while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the county when required.

3. METHOD OF AWARD.

- 3.1 Award will be made on a total lump sum basis. In accordance with Sec. 15-84 of the Code, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

4. RELEASE ORDERS AND PROCUREMENT CARDS.

- 4.1 Orders exceeding \$1,000 in total will be placed via release order by the purchasing agent. Any orders under \$1,000 will be placed by telephone by the using agency and shall be charged directly to agency's procurement cards. Release orders issued within the term of this contract, even if not completed within the term of this contract, shall continue to be bound by the terms and conditions herein.

5. COOPERATIVE PURCHASE.

- 5.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid 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 supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

- 5.2 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 bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

6. MULTI-AGENCY PROCUREMENT.

- 6.1 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A sub-order release will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.

7. ESCALATION.

- 7.1 All prices offered herein shall be firm against any increase for 180 days from effective date of this proposed contract. After this date, it shall be the vendor's responsibility to notify the Buyer in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes. Increases shall be limited to the actual cost increase to the vendor.
- 7.2 Baltimore County reserves the right to accept or reject within 15 days after the request for a price increase. If the price increase is rejected, the specific item in question will be canceled. If the price increase is approved, the price will remain firm for 365 days from the date of the increase.

8. MATERIAL SAFETY DATA SHEET.

- 8.1 If the product herein described contains any ingredient or if the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Bureau, Room 148, Courthouse, 400 Washington Avenue, Towson, MD 21204-4665.

9. CONTRACTOR QUALIFICATIONS.

- 9.1 At the option of the County, bidders/offers may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.
- 9.2 Bidders/Offers must provide at least two (2) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.
- 9.3 Prior to award of this contract, the County reserves the right to inspect the facilities of any bidder/offeror. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. Q-411
FERTILIZER
Due Date: 09/23/11, Time: 12:00 P.M.

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens? If YES, check here _____

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within _____ calendar days after receipt of order.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. Q-411
FERTILIZER
Due Date: 09/23/11, Time: 12:00 P.M.

PRICE SHEET PAGE 1 OF 2		REQUEST FOR QUOTATION			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 335-42 Ammonium sulfate 21-0-0. See specification sheet attached. Bidder must be able to mix and bag ingredients to provide the proper fertilization per site as indicated from soil tests.	200	Bag	\$ _____	\$ _____
2	COMMODITY CODE: 335-42 Urea 46-0-0. See specification sheet attached. Bidder must be able to mix and bag ingredients to provide the proper fertilization per site as indicated from soil tests.	200	Bag	\$ _____	\$ _____
3	COMMODITY CODE: 335-42 Sulfur coated urea 42-0-0. See specification sheet attached. Bidder must be able to mix and bag ingredients to provide the proper fertilization per site as indicated from soil tests.	150	Bag	\$ _____	\$ _____
4	COMMODITY CODE: 335-42 Phosphorus 18-46-0. See specification sheet attached. Bidder must be able to mix and bag ingredients to provide the proper fertilization per site as indicated from soil tests.	150	Bag	\$ _____	\$ _____
5	COMMODITY CODE: 335-42 Pot ash 0-0-60. See specification sheet attached. Bidder must be able to mix and bag ingredients to provide the proper fertilization per site as indicated from soil tests.	150	Bag	\$ _____	\$ _____
6	COMMODITY CODE: 335-42 Blue chip process urea 38-0-0. See specification sheet attached. Bidder must be able to mix and bag ingredients to provide the proper fertilization per site as indicated from soil tests.	50	Bag	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. Q-411
FERTILIZER
Due Date: 09/23/11, Time: 12:00 P.M.**

PRICE SHEET PAGE 2 OF 2		REQUEST FOR QUOTATION			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
7	COMMODITY CODE: 335-42 Nitrogen 40-0-0. See specification sheet attached. Bidder must be able to mix and bag ingredients to provide the proper fertilization per site as indicated from soil tests.	50	Bag	\$ _____	\$ _____
8	COMMODITY CODE: 335-42 Monoammonium phosphate 11-52-0. See specification sheet attached. Bidder must be able to mix and bag ingredients to provide the proper fertilization per site as indicated from soil tests.	100	Bag	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

Product Data Sheet

SULF-N™ Ammonium Sulfate (21-0-0-24S)

Nutrient Content and Specifications

Chemical Formula	(NH ₄) ₂ SO ₄
Molecular Weight	132.14
Total Nitrogen, Minimum	21%
Ammonium Nitrogen, Minimum	21%
Sulfur as S in the form of Sulfate, Minimum	24%
Free Acidity as H ₂ SO ₄ , Maximum	0.1%
Moisture, Maximum	1.0%

Physical Properties .

Appearance: Light Tan to Dark Brown Crystals
 Angle of Repose: Approximately 35° with the horizontal

Typical Screen Analysis

Cumulative % Retained on Tyler Screen

Tyler Mesh	Standard Grade		Granular Grade	
	Avg.	Range*	Avg.	Range*
6	0.4	0-5	11	0-25
8	-	-	49	25-70
9	-	-	72	50-90
10	21	5-40	88	75-100
12	40	15-65	96	90-100
14	59	30-85	99	95-100
24	88	70-100	-	-
35	96	85-100	-	-
65	99	95-100	-	-
SGN	128	90-160	238	195-280
UI	22	10-40	43	35-50
Bulk Density	65	64-68	65	63-67

* +/- 2 Std. Deviation

Current Issue Date: December 2002

Page 1 of 1

KIRBY AGRI
P.O. BOX 6277
500 RUNNING PUMP ROAD
LANCASTER, PA 17607-6277

GRANULAR UREA
Agricultural Grade

SOURCE(S): Point Lisas, Trinidad,
West Indies

CHEMICAL ANALYSIS	TYPICAL	GUARANTEE
Total Nitrogen (as N), Wt. %		46.0 min.
Conditioning Agent, Wt. % <i>Formaldehyde</i>		0.6 max.
Biuret, Wt. %		1.5 max.
Moisture, Wt. %		0.5 max.

PHYSICAL DATA	TYPICAL	GUARANTEE
Size Range, Tyler Mesh, Wt. %	100%, -5 + 16	2% max, +5
		85% min., -6 to + 9
		inclusive
		100%, + 16
Tapped Bulk Density, Lbs/cu. ft.	46-49	46-49
Size Guide Number: Avg.	287	
Range	270-300	
Angle of Repose°	27	

This Official Product Specification sheet is not intended to be a substitute, in whole or in part, for a Material Data Safety Sheet (MSDS). A MSDS is available upon request from PCF Sales, Inc., 1181 Electric Blvd., Suite 400, Northbrook, IL 60062. The typical data presented herein are believed to be accurate, but not in any way guaranteed. PCF Sales assumes no liability in connection with any use for the products described and it makes no warranty, express or implied, in that respect, nor can it be assumed that all safety measures are indicated herein or that other or additional cautions may be required. The user, therefore, must assume full responsibility, both as to persons and as to property, for the use of these materials including any use which might be covered under patent.

Order Code: URGRAN
MSDS # 13

Product Sheet #1004
Effective Date: 10/02/00
(supersedes all others)

42-0-0

100% TRIKOTE POLY-SCU

What It Does:

Provides a safe, controlled release nitrogen feeding from slow POLY-SCU.

Description:

- Contains 100% POLY-SCU.
- Non-gumming.
- Dust free.
- Polymer enhanced coating.

For Use On:

Specifically designed for fairways, rough and grounds. Safe for use on all turfgrasses.

When to Use:

Use any time turfgrass is actively growing.

Length of Response:

Designed to release its nutrients up to 8 weeks.

Coverage:

50 lb. bag covers 25,000 square feet of 1 lb. of nitrogen per 1,000 square feet.

Analysis:

42-0-0 (nitrogen source: 42% slowly available nitrogen from TRIKOTE POLY-SCU.)



DAP
18-46-0

DAP is a granular fertilizer manufactured by the reaction of ammonia and phosphoric acid. Its nitrogen to phosphate ratio makes it an excellent direct application product or one that blends well with other fertilizer materials to produce a variety of NPK grades. DAP may contain up to 2% non-ammoniacal nitrogen.

SPECIFICATIONS	TYPICAL (%)	GUARANTEE (%)
Total Nitrogen	18.0	18.0
Available P ₂ O ₅	46.1	46.0
Moisture (50°C, unground)	1.0	

PHYSICAL PROPERTIES	TYPICAL
Bulk density, loose	
• lb/cu foot	87
• kg/cu meter	913
Angle of repose (degrees)	32
SGN	240
pH	7.7

SCREEN ANALYSIS

TYLER MESH	OPENING (millimeters)	RANGE (% cum.)	TYPICAL (% cum.)
+6	3.35	4 - 18	8
+8	2.36	20 - 60	40
+9	2.00	68 - 82	74
+10	1.70	78 - 93	90
+14	1.18	97 - 100	98

IN OUT
97 FEB -6 PM 4:17

IMC Global Operations Inc. • One Nelson C. White Parkway • Mundelein, IL 60060 • 847-970-3000

18:28:03 9865
FEB 08 '87 16:09

HYDRO/KIRBY AGRI SVC. INC.
P.O. BOX 6277
LANCASTER, PA 17607

DN1:W081 98:51 16 98-824
306 PAGE. 001
** TOTAL PAGE. 006 **

**PCS
Sales**



**RED GRANULAR (SGN=285)
MURIATE OF POTASH
NEW BRUNSWICK
UNIFORMITY INDEX = 44**

CHEMICAL DATA	RANGE	TYPICAL	GUARANTEE
K ₂ O %	60.0 - 60.4	60.2	60.0 min.
Moisture %	0.05 - 0.20	0.12	

PHYSICAL DATA, % CUMULATIVE			
(TYLER MESH)	OPENING	RANGE	TYPICAL
+ 8	(3.33 mm)	17 - 35	26
+ 8	(2.36 mm)	63 - 83	73
+ 10	(1.70 mm)	93 - 97	95
+ 14	(1.18 mm)	95 - 99	97
+ 20	(0.85 mm)	97 - 100	98

TYPICAL CHEMICAL ANALYSIS	
KCl	95.30
K	50.00
Mg	<0.01
Ca	0.05
NaCl	3.50
Cl	47.40
SO ₄	0.12
Insol.	0.70
Na	1.40

TYPICAL BULK DENSITY
68 - 72 lbs/ft ³ (1090 - 1155 kg/m ³)

Angle of Repose = 30 degrees

SirflorTM

Slow release fertilizer

Product Specifications

SIRFLOR

Granular/Chip Grade

Product Type: UF polycondensates with high Nitrogen content

Chemical/Physical Properties	Typical	
Nitrogen content	38	%
Urea Nitrogen	5	%
Hot Water Insoluble (HWIN)	14 - 17	%
Water Insoluble Nitrogen (WIN)	24 - 26	%
Bulk Density lbs./cu. ft	40 - 42	
Sizing Granular Grade	3 mm - 1.5 mm	
Sizing Chip Grade	1.5 mm - 0.8 mm	

Application: *SIRFLOR* is a slow release fertilizer obtained through the highly controlled polycondensation of urea and formaldehyde, which guarantees a consistent product containing 38% nitrogen.

SIRFLOR is highly recommended as a fertilizer for vegetables, fruit and ornamental trees, for turf production and lawn maintenance, potting mixes and bed preparation.

The advantages offered by *SIRFLOR* against the conventional nitrogen fertilizers are:

- ▶ it is long-lasting, giving a gradual and continuous release of nitrogen to the plant as a result of its low solubility in water. Its effects last for the full growing season and make repeated applications of nitrogenous fertilizer unnecessary.
- ▶ due to its synthetic organic nature, *SIRFLOR* is safe, even at the highest recommended dosages, since it does not damage roots or leaves irrespective of the weather conditions. *SIRFLOR* is harmless to environment, has little influence on soil pH and soil salt concentration.

As with all biological processes, the reactivity of *SIRFLOR* is influenced by various factors such as temperature, humidity and soil composition.

BAKELITE ITALIA S.p.A.

Via Mazzini, 79

I-21058 Solbiate Olona (VA) Italy

METH-EX 40

DESCRIPTION:

- Superior, methylene urea-based 40% nitrogen source
- Over 80% of the nitrogen is in a safe, controlled-release form
- Excellent for turf and ornamentals
- Engineered for up-front response
- Engineered for consistent, long-term response into the 16th week
- Safe, effective, predictable, and economical
- Available in both Granular (SGN 220) and Chip (SGN 135) sizes

TECHNOLOGY:

Meth-Ex 40 is comprised of varying length methylene urea polymers with an emphasis on the shorter length, more soluble components. This results in a higher degree of water soluble organic methylene urea polymers which focuses nitrogen response on the intermediate period four to ten weeks after application. The water insoluble components then take over and contribute to the nitrogen response through the 16th week.

Meth-Ex 40's unique chemistry provides a more predictable response over a broad range of growing conditions. Its initial release is based on water soluble urea and methylene urea fractions and hydrolysis plays an important role as a release mechanism. Microbial activity breaks down more complex forms of nitrogen into plant-available forms over a longer period of time for consistent and more sustained feeding.

GUARANTEED ANALYSIS

Total Nitrogen	40.0%
5.0% Urea Nitrogen	
20.5% Slowly Available Water Soluble Nitrogen	
14.5% Water Insoluble Nitrogen	

HYDRO/KIRBY AGRI

P.O. BOX 8277

LANCASTER, PA 17607

1-800-746-7524 717-298-2541

The Homestead Nitrogen Corporation

P.O. Box 1165

Slatersville, RI 02876

PCS
Sales



MONOAMMONIUM
PHOSPHATE

GMAP, 11-52-0

TYPICAL ANALYSIS	TYPICAL PERCENT	GUARANTEED PERCENT
Total Nitrogen	11.1	11.0 minimum
Total P_2O_5	52.5	
Available P_2O_5	52.4	52.0 minimum
Citrate Insoluble P_2O_5	0.1	
Water Soluble P_2O_5	45.2	
Moisture, as H_2O	0.5	
Iron, as Fe_2O_3	2.8	
Aluminum, as Al_2O_3	0.9	
Magnesium, as MgO	3.2	
Calcium, as CaO	0.5	
Sulfur as SO_4	2.4	
Fluoride, as F	0.6	
pH, 10% Slurry	5.2	

SCREEN ANALYSIS (TYLER)	CUMULATIVE (%)	FRACTIONAL (%)
6	5	5
8	65	80
9	85	20
10	95	10
14	99.5	4.5
-14	100	0.5

SIZE GUIDE NUMBER (SGN)

280

UNIFORMITY INDEX (UI)

52

TYPICAL BULK DENSITY	
Loose	64 pounds/cubic foot
Tamped	72 pounds/cubic foot

ANGLE OF REPOSE 30 degrees

Suite 400, 1101 Sable Boulevard, Northbrook, IL 60062 USA Telephone 1-800-241-6908

Revised 02/02