

-INVITATION TO BID-

The Lewis and Clark County Public Works Road Department is soliciting competitive bids from interested parties for the purchase of bulk magnesium chloride delivered to and off-loaded into our bulk holding facility located at 3402 Cooney Drive in Helena Montana.

All Bids must be in accordance with the contract documents on file at the Lewis and Clark County Public Works Office, 3402 Cooney Drive, Helena MT 59602. Copies of the contract documents used for preparing a bid may be obtained by going to the Lewis and Clark County webpage at: <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> or by contacting Jesse Whitford at jwhitford@lccountymt.gov. Contractors are encouraged to check for any addenda issued at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> prior to submitting a bid.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check or Bid Bond payable to Lewis and Clark County, in an amount not less than ten percent of the total amount of the bid.

Bids will be considered based on the most responsible bid submitted and the following criteria: purchase price, product availability and specifications.

Sealed bids must be received at the Office of the Board of County Commissioners, Room 345, City-County Building, 316 N. Park Avenue, Helena, MT 59623 no later than 4:00 p.m. local time on June 3, 2024. The envelope containing the sealed bid will be labeled with the bidder's name, address, and "Mag Supply Bid Enclosed".

Bids will be opened and read aloud at the public meeting of the County Commissioners on June 4, 2024, at 9:00 a.m. local time in Room 330 of the City-County Building, 316 N. Park Avenue, Helena, MT.

A pre-bid conference will not be held for this project. Questions may be submitted to the Point of Contact, Jesse Whitford at jwhitford@lccountymt.gov. Questions are due by May 29, 2024, and responses will be posted to the Lewis and Clark County webpage May 31, 2024.

Lewis and Clark County reserves the right to reject any or all bids, to waive irregularities or to accept any bid deemed to be for the public good.

Legal Ad: Independent Record

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May 25, 2024

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LEWIS AND CLARK COUNTY
INVITATION TO BID
STANDARD TERMS AND CONDITIONS

1. **Competition.** Lewis and Clark County encourages free and open competition among bidders. Whenever possible, specifications, bid invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

The bidder's signature on this proposal guarantees that the prices quoted have been established without collusion with other eligible bidders and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the award of the contract, bids may be held by Lewis and Clark County for a period not to exceed 30 days from the date of the opening of bids for the purpose of reviewing bids and investigating the qualifications of the bidders.

2. **Preparation of Bids.** Bids will be written in ink and/or typewritten on the bid forms furnished herewith. Erasures and alterations must be initialed by the bidder in ink. No verbal bids shall be accepted. The bidder agrees that the bid shall be good and may not be withdrawn during the 30-day review period.
3. **Bid Items.** The bidder warrants articles offered to conform to the specifications herein requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect.
4. **Special Brands.** Brand name items or descriptions used in this proposal are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Any bid offering goods or sources which deviate from the specifications must be clearly indicated by the bidder. Substitutions must be identified by the manufacturer and stock number and complete descriptive literature must be included with the bid. Goods delivered which do not conform to the contract terms, conditions, or specifications may be rejected and returned at the vendors' expense. Any bid for foreign produced products shall be so indicated and the source of supply noted for each item.
5. **Packaging.** Unless otherwise stipulated, no charges will be allowed for packing, wrapping, bags, containers, reels, etcetera. All items shall be packed in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as specified herein.
6. **Delivery/Shipping.** Goods shall be prepaid, Free on Board (FOB) destination. In the event the contract terms specify FOB shipping point, shipping charges will be prepaid and itemized as a separate item on invoicing. Such shipments shall be via the least expensive common carrier unless otherwise stipulated. Lewis and Clark County reserves the right to reject Cash on Delivery (COD).
7. **Fuel Surcharge.** Compensation for delivery to the holding facility at 3402 Cooney Drive in Helena, Montana will allow additional fuel surcharge cost for the current weekly rate at the time of delivery. The price adjustment for fuel will be the change in cost from the base price (\$3.69) to the weekly average price (AP) per MDT Monthly Average Fuel Prices

(<https://www.mdt.mt.gov/business/contracting/fuel-prices.aspx>) that exceeds \$0.25, multiplied by the quantity of the item added to the progress estimate, multiplied by the fuel costs (FC). Adjustments to compensation will be according to the following formulas:

$$\text{Increase} = \left(\frac{AP - BP - 0.25}{BP} \right) * FC * Q$$

$$\text{Decrease} = - \left(\frac{BP - AP - 0.25}{BP} \right) * FC * Q$$

Where:

AP= Monthly Average Price

BP= Base Price

FC= Fuel Cost

Q= Quantity

Include only the cost of fuel associated with the approved items in FC. Do not include additional costs related to items such as servicing of equipment, lubricants, tire and ground engaging component wear, depreciation, insurance, storage, licenses, inspection, etc. Adjustments will be calculated for each type as described without regard to the grade or amount of fuel actually used. The total of the fuel price adjustments will be added to, or subtracted from, the monthly progress estimate.

8. **Warranty.** Bidders agree to provide a warranty for product on offer and perform all warranty and maintenance services in a professional and timely manner and acknowledge that they will be liable for any breach of this warranty.
9. **Cash Discount.** Bidders may quote a cash discount, provided it is based on a period of 30 days or more. A shorter period will not be considered in determination of a low bid. Any cash discount as part of this contract will be computed from the date of receipt of a properly executed claim or the date of completion of delivery of all items in satisfactory condition, whichever is later.
10. **Excise Taxes.** Lewis and Clark County is exempt from federal excise taxes (FET). Exemption certificates will be furnished upon request.
11. **Acceptance/Rejection of Bids.** Lewis and Clark County reserves the right to accept or reject any or all bids, wholly or in part, and to make awards in any manner deemed in the best interest of the County.
12. **All-or-None Proposals.** Bidders may submit alternate proposals on an all-or-none basis but are required to submit a primary quotation on an item-by-item basis to be considered for either type of award.
13. **Bid Determination.** The basis of the award will be dependent on the most responsible bid submitted with consideration given to the following criteria:
 - a. Purchase price;
 - b. Warranty and/or maintenance agreement;
 - c. Delivery date; and
 - d. Analysis and comparison by the county with similar or related equipment.
14. **Tabulation.** In the event that a quotation is entered in which the unit price and extension do not agree, the unit price shall prevail.

15. Bid Proposal Worksheet. Bidders are required to complete all Bid Proposal Worksheets and must provide a detailed proposed specification packet with the bid. Any variance to specifications the bidder wishes to seek consideration for must be clearly stated in the section provided on the Bid Proposal Worksheet.

16. Nondiscrimination. In accordance with federal and state laws, the bidder agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- a. Employment upgrading;
- b. Demotion or transfer;
- c. Recruitment or recruitment advertising;
- d. Lay-offs or terminations;
 - i. Rates of pay or other forms of compensation;
 - ii. Selection for training; or
 - iii. Rendition of services.

Bidders and the awardee shall comply with all federal, state, and local laws, rules and regulations. Bidders and the awardee and any of the Bidders' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

17. OSHA and EPA Requirements. The equipment shall meet OSHA and EPA requirements and specifications on the date of the bid opening.

18. Bid Consideration. No bid will be considered unless accompanied by a bid bond, bank draft, money order, or certified check in the amount of not less than ten (10) percent of the total bid.

19. Trade Secrets. In order for a bidder to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the bidder's attorney acknowledging that material included in a bid is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act. Trade secrets contained in the bid must be clearly marked and separate from materials that are open for public inspection. Bidders must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a records request from another party.

20. Cone of Silence. A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal

solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation.

The cone of silence shall be in effect from the time of posting the formal solicitation on the County's website and until the County issues a Notice of Intent to Award, cancels the solicitation, or otherwise takes action to end the selection process.

Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

- 21. Advanced Payments.** Except as provided in law, provisions requiring payment by the County, fully or in part, for goods or services before receipt of such shall not be authorized.
- 22. Protest Procedure.** A bidder aggrieved in connection with the solicitation or bid award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

-BID SPECIFICATIONS

Deliver up to 700 tons of magnesium chloride to the bulk tank facility located at 3402 Cooney Drive, Helena Montana. Potential bidders must have the capability to deliver bulk magnesium chloride within 72 hours of the date and time requested. 72-hour timeframe will not apply for weekends and holidays. Bulk delivery hours are between 7:00 a.m. and 4:00 p.m. Monday thru Thursday. Bulk delivery timeframes will range from June of 2024 until June 30, 2025. Bulk deliveries within this timeframe will not exceed 700 tons total. Total tonnage is not guaranteed.

Lewis and Clark County's bulk tank facility includes two 10,000-gallon storage tanks. Each bulk delivery can be up to 42-tons per tank. All scheduled deliveries will be coordinated with the Lewis and Clark County Road Department.

Magnesium Chloride (brine solution) must meet project specification listed below:

- | | |
|--|-----------------------|
| 1. Magnesium Chloride by mass | 28% minimum |
| 2. Water by mass | 72% maximum |
| 3. Specific Gravity (AASHTO T227) | 1.290 to 1.330 |

Furnish all documentation certifying the chemical makeup of magnesium chloride. Documentation shall include the product data sheet specifying the minimum and maximum chemical analysis and physical property ranges for the magnesium chloride and the material safety data sheets supplied the manufacture.

Provide a commercial certification that includes the date, identification number (truck and trailer), net mass, and brand name with each shipment. Provide the net volume and specific gravity at 60 degrees Fahrenheit, percent solids by mass and pH.

Lewis and Clark County reserves the right to conduct random specific gravity testing to verify specifications as per the contract documents. Random testing for physical/ chemical characteristics will be provided by Lewis and Clark County. Any testing that fails to meet the required specification will be rejected and replaced with product meeting the specification set forth.

- BID PROPOSAL WORKSHEET –

Description	Unit	Est. Quantity	Unit Price	Extended Price
Magnesium Chloride Supply	Ton	700		
Total Bid Price Written in Words:				

**Return To: Lewis and Clark County
Board of County Commissioners
316 N. Park Avenue, Room 345
Helena, MT 59623**

Bids must be submitted no later than June 3, 2024 by 4:00 p.m. local time.

THE UNDERSIGNED BIDDER has become familiar with the product solicited by Lewis and Clark County through the bid specifications. The Bidder agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Bidder, having satisfied himself of the equipment specifications, does submit the offer as follows:

THE BIDDER HEREBY PROPOSES AND AGREES, if this offer is accepted, to enter into an Agreement, to provide **and deliver up to 700 tons of Magnesium Chloride meeting specifications provided herein,** and assumes all obligations, duties, and responsibilities specified herein for the following unit price and lump sum. Total tonnage of product is not guaranteed.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES that:

1. This offer is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham offer.
3. The Bidder has not solicited or induced any person or firm to refrain from bidding.
4. The Bidder has not sought by collusion to obtain any advantage over any other bidder or over Lewis and Clark County.

In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____

Bidder Name: _____

Contact Person: _____

Address: _____

Phone and Fax: _____

E-Mail: _____

Tax ID No. _____

Signature of authorized company official approving the bid and as submitted:

Name: _____

Title: _____

Date: _____

Authorized Company Official Signature

State of _____

County of _____

This instrument was acknowledged before me on _____ [date] by _____

_____ [printed name of authorized company official] as _____

[title] of _____ [printed company name].

Notary Signature

[Seal] →