

**BID NO. PUR-1166
INVITATION TO BID
ISSUED ON BEHALF OF
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

**BY
THE WASHINGTON COUNTY PURCHASING DEPARTMENT
100 WEST WASHINGTON STREET, ROOM 320
HAGERSTOWN, MD 21740-4748
PHONE: 240-313-2330
FAX: 240-313-2331**

DATE ISSUED: September 23, 2011

GASOLINE & DIESEL FUEL

**PRE-BID CONFERENCE DATE/
TIME AND LOCATION:**

Wednesday, October 12, 2011 at 11:00 A.M.
Washington County Administration Building
100 West Washington Street
Third Floor, Conference Room 325
Hagerstown, MD 21740-4748

DEADLINE FOR QUESTIONS: No later than **4:00 P.M., Wednesday, October 19, 2011**

SUBMIT BIDS TO:

Washington County Purchasing Department
Washington County Administration Building
100 West Washington Street
Third Floor, Room 320
Hagerstown, MD 21740-4748

**BID SUBMISSION DEADLINE
AND BID OPENING TIME:**

No later than **2:00 P.M., Wednesday, October 26, 2011**

BID OPENING LOCATION:

Washington County Administration Building
Conference Room 325
Third Floor, 100 West Washington Street
Hagerstown, MD 21740-4748

If indicated below (√) and not waived by the County, Bidders shall be required to provide the following:

_____ A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

_____ A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

_____ A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

PUR-1166
GASOLINE AND DIESEL FUEL

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PUR-1166
GASOLINE & DIESEL FUEL

INVITATION TO BID

The Board of County Commissioners of Washington County, Maryland will accept Sealed Bids for various County Departments/Agencies, and on behalf of City Departments and Washington County Public Schools for **GASOLINE & DIESEL FUEL** for the contract period of December 1, 2011 through November 30, 2012. Bid documents are available immediately from the Washington County website: www.washco-md.net by accessing the "Purchasing & Engineering Bid Listing" or may be obtained in the Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, MD 21740-4748. Inquiries should be directed to Rick Curry, CPPB - Buyer, at 240-313-2330.

All bids must be enclosed in a sealed opaque envelope marked "**SEALED BID – (PUR-1166) GASOLINE & DIESEL FUEL**" and be received and time stamped in the Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor Room 320, Hagerstown, Maryland, 21740-4748 no later than **2:00 P.M., Wednesday, October 26, 2011** after which time they will be publicly opened in the Washington County Administration Building, Third Floor Conference Room, 100 West Washington Street, Room 325, Hagerstown, Maryland. All interested bidders are invited to attend.

A Pre-Bid Conference will be held on **Wednesday, October 12, 2011 at 11:00 A.M.**, in the Washington County Administration Building, Third Floor Conference Room 325, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Board of County Commissioners reserves the right to reject any and/or all bids, to waive technicalities, and to take whatever action is in the best interest of Washington County.

By Authority of:



Karen R. Luther, CPPO
Purchasing Agent

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County's Purchasing Agent (hereinafter "Purchasing Agent"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

- 1. Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.
- 2. Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
- 3. Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Agent whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*

10. General Guaranty: Bidder agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. Illegal Immigrants:

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to insure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

12. Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County Policy No. P-4, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

- 13. Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Karen R. Luther, CPPO – Purchasing Agent
Washington County Purchasing Department
Washington County Administration Building
100 West Washington Street, Room 320
Hagerstown, MD 21740-4748
FAX: 240-313-2331

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. No requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions will be considered.

- 14. Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
- 15. Late Bids:** Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
- 16. Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
- 17. Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland—State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
- 18. Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.
- 19. Officers Not to Benefit:** No member of the elected governing body of Washington County, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body

shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.

20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit two (2) copies, one with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. ***Facsimile Bids will not be accepted.***
22. **Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.
23. **Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
24. **Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and

Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.

25. Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:

- a. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
- b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
- c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Purchasing Agent.
- d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
- e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."

26. Withdrawal of Bids: A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein, or in

his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

- 1. Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
- 2. Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Purchasing Agent shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.
- 3. Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended

to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

AWARD

- 1. Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.
- 2. Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.
- 3. Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- 4. “Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.

5. Responsibility/Qualifications of Bidder: The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Agent on contracts of purchase and on contracts of sale (if applicable):

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- c. The quality of performance of previous contracts or services.
- d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.
- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

6. Specific Bid Quantities: Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.

7. Tie Bids: If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Agent, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by the County as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Purchasing Agent shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
 - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
 - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
 - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
 - e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e, Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
7. **Non-Discrimination:** No Bidder who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, the County may in its discretion, cancel the contract.
9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Agent.
10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without

the previous written consent of the County Purchasing Agent, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.

- 11. Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 12. Termination for Convenience:** The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

DELIVERY PROVISIONS

- 1. Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.
- 2. Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.
- 3. Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are

not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned, that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or County Holidays, unless otherwise arranged by an individual Department/Agency.

PUR-1166
GASOLINE & DIESEL FUEL

SUPPLEMENTAL TERMS AND CONDITIONS

1. Contract Period: The successful Bidder shall promptly enter into a contract with the Owner in a form approved by the Owner within ten (10) calendar days after notification of award. The contract will be for a one (1) year period, commencing **December 1, 2011**. The contract is for Transport and Tank-wagon deliveries.

2. Approximate Annual Usage:

Gasoline (Tank-wagon) -	<u>53,687</u>	Gallons
Gasoline (Transport) -	<u>308,600</u>	Gallons
Diesel Fuel (Tank-wagon) -	<u>60,650</u>	Gallons
Diesel Fuel (Transport) -	<u>636,400</u>	Gallons

3. Separate contracts shall be awarded based on the total aggregate for 1) all tank-wagon gasoline delivery locations, 2) all transport gasoline delivery locations, 3) all tank-wagon diesel delivery locations and 4) all transport diesel delivery locations. Awards will not be made for servicing only a portion of the locations for each of the above four (4) contracts.

4. The present storage facilities are all owned by Washington County and are located per attached sheet.
 - a. Exceptions:
 - 1) The City of Hagerstown owns its storage facilities. Gasoline and diesel by transport to 51 West Memorial Boulevard, Hagerstown, Maryland and tank-wagon to other locations.
 - 2) The Hagerstown Community College owns its storage facilities. Gasoline and diesel by tank-wagon to its location.
 - 3) The Board of Education for Washington County, Maryland owns its storage facilities. Gasoline and diesel by transport to its location.

5. Interpretation, Discrepancies, Omissions: Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 12; no requests received after **4:00 P.M. on Wednesday, October 19, 2011** will be considered.

6. All bids shall be based on the WEEKLY RACK AVERAGE PRICE, **BALTIMORE, MARYLAND (DIESEL FUEL) and HARRISBURG, PENNSYLVANIA (REFORMULATED GASOLINE)** as published in the OIL PRICE INFORMATION SERVICE (OPIS, CBOB ETHANOL AND ULTRA LOW SULFUR DISTILLATE RESELLER PRICES). DO NOT INCLUDE ANY EXISTING APPLICABLE TAXES. The BIDDER'S FACTOR will be a value including freight costs, any fees, i.e. import fees, underground storage tank fees, etc. and any applicable Federal, State, and Local fees added to or deducted from the WEEKLY RACK AVERAGE PRICE and must remain firm for the Contract Period. The

Delivered Price per gallon shall be the sum of WEEKLY RACK AVERAGE PRICE and plus or minus the BIDDER'S FACTOR including freight, F.O.B. Tanks. Billing shall be based on Gross Gallons. When an error is made in extending total prices, unit prices will govern.

7. If the material delivered fails to meet specifications, it will be the responsibility of the vendor to remove the contaminated material from the tanks, clean same, replace product with a suitable grade, and be held responsible for all charges including equipment repairs if they are necessary. The County will have products analyzed if the need arises and reserves the right to cancel all contracts when a product furnished does not meet the specifications of the analysis. Contracts may be canceled if successful bidder fails to abide by any or all stipulations of the contract.
8. Vendor(s) will be required to clean up any spillage during delivery within FOUR (4) HOURS from the time of spillage. It will be the responsibility of the vendor(s) to notify the proper regulatory agencies and take immediate containment measures in the event of a spill. For failure to do so within the specified time, the County reserves the right to contract for such cleaning and deduct cost of same from invoices. No such action will be taken without first notifying the vendor and giving him reasonable time to reply. Further, the vendor(s) shall restore the premises to the original condition by the replacement of soil, shrubs, grass or things that may be damaged by such spillage.
9. The Board of County Commissioners, may when the interest of the County so requires, terminate this Contract in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the supplier specifying the part of the Contract terminated and when termination becomes effective.
10. The successful vendor must have either a local calling number or a toll free number for order placement by Using Departments.
11. The City of Hagerstown, Hagerstown Community College, and the Board of Education for Washington County, Maryland shall reserve the right to accept or reject the Contract entered into by the County. The successful vendor(s) shall receive contracts independently of the County and all financial transactions will be conducted separately by each agency.
12. Upon request and prior to execution of contract, the successful bidder must show Evidence of Insurance as outlined in the copy of Washington County Policy No. P-4 included herein.
13. Liquidated Damages: Vendor must have product readily available and delivered within forty-eight (48) hours (excluding Saturdays, Sundays, and County observed holidays) of order request by Using Department/Agency. Liquidated damages in the amount of One Hundred Fifty (\$150.00) Dollars per day shall be deducted from the Vendor's invoice for each day exceeding the time period allowed that a delivery is not completed. In the event that the vendor is unable to make delivery, or to conform to specifications, the right is reserved by the using agencies to make open market purchase in order to effect normal operation of facilities.
14. Rack Bill of Lading delivery slips indicating gallonage for transport deliveries are to be furnished to the appropriate agency and shall indicate the current OPIS price per gallon at the time of delivery. Using Departments/Agencies reserve the right to purchase fuel with or without treatment additive protection. Deliveries with treatment additive protection shall include

quantity of chemical treatment and indicate the current OPIS price per gallon of fuel at the time of delivery. The treatment additive protection and fuel pricing shall be listed separately when invoicing.

15. All tanks are below ground except for the Solid Waste location, which will require a truck with a pump for delivery.
16. Bidders shall state on the Bid Sheet the MSDS Property and Chemical Names of the winter chemical treatment (flow improvers) AND/OR biocides used for mixing with the diesel fuel.
17. The referenced chemical treatment (flow and cetane improvers) shall be #13ULSSW Diesel Treat 2000 Ultra Low Sulfur Winter Premium by Schaffer Manufacturing Company or approved equal. Washington County will accept Innospec's - Legal Diesel Fuel Additive 1400 LHF and Power Service Products, Inc. – Diesel Performance Improver+Cetane Boost as equivalent fuel treatment products. The chemical treatment shall be designed to improve the following characteristics:
 - a. Lubricity - Must have passed the ASTM-BOLCE test, Lubricity Fortified
 - b. Antigel - Must add to the fuels ability to obtain a CFPP-20EF (cold filter plug point)
 - c. Water dispersant – Non-alcohol type
 - d. Stabilizer - Must have a stabilizing agent
 - e. Mix ratio - One (1) gallon treatment to one thousand (1,000) gallons fuel.
 - f. Typical Properties:

Specific Gravity	0.9206–0.9256
Flash Point deg F/deg C PMCC (ASTM D-93)	115–129 deg/46-54 deg
Pour Point deg F/deg C PMCC (ASTM D-97)	-30 deg/-34.4 deg
Ash Content %wt. (ASTM D-482)	0
Copper Strip Corrosion Test (ASTM D-130)	1a
Sulfur Content ASTM D-7039	<15 ppm

18. Bidders contemplating offering a substitute winter chemical treatment product shall obtain the County's written approval. Bidder's submission shall include the MSDS property, chemical and manufacturer's name, dilution rate and product information sheets of the winter chemical treatment (flow and cetane improvers) AND/OR biocides intended to be used for mixing with the diesel fuel. Bidders shall submit the substitute product information **no later than 4:00 P.M., Wednesday, October 19, 2011**, to the attention of:

Rick Curry, CPPB - Buyer
Washington County Purchasing Department
Washington County Administration Building
100 West Washington Street, Room 320
Hagerstown, MD 21740-4748

19. Drivers of the successful bidder delivering to all locations must have and carry a State of Maryland Oil Vehicle Operator's Certificate.
20. Nothing in the fuel specifications shall preclude observance of federal, state, or local regulations, which may be more restrictive.
21. Deliveries at Highway Department sites shall be accepted between 8:00 A.M. - 3:00 P.M., Monday – Thursday during April through October, and 8:00 A.M. – 3:00 P.M., Monday – Friday during November through March.

PUR-1166
GASOLINE & DIESEL FUEL

SPECIFICATIONS

1. Unleaded gasoline's must have guaranteed minimums of 87 Octane and 89 Octane as specified on the Bid Sheets.
2. Minimum specifications for Grades No. 2-D (S15) Ultra Low Sulfur Diesel (ULSD) refined from straight run distillates: (to be delivered to all locations.) All diesel fuel shall meet ISO 4406 cleanliness code of 18/16/13 for bulk storage.

Grades No. 2-D (S15)- ULSD Fuel - ASTM Standard D975-08

<u>PROPERTY</u>	<u>GRADE</u> <u>2-D (S15)</u>	<u>ASTM Test Method</u>
Flash Point, Min, □C	52 ^A	D93
Water and Sediment, % vol, max	0.05	D2709
Physical Distillation		D86
Distillation Temperature, deg C 90%, % vol recovered		
min	282 ^A	
max	338	
Kinematic Viscosity, mm ² /S at	40-deg C	D445
min	1.9 ^A	
max	4.1	
Ash % mass, max	0.01	D482
Sulfur, ppm (ug/g) max	15	D5453
% mass, max	---	D2622 ^B
% mass, max	---	D129
Copper strip corrosion rating max 3 h	No. 3	D130
Cetane number, min	40	D613
One of the following properties must be met:		
(1) Cetane index, min	40	D976-80 ^B
(2) Aromaticity, % vol, max	35	D1319 ^B
Operability Requirements		
Cloud Point ^C deg-C, max	c	c
LTFT/CFPP, deg-C, max		D2500 or D4539/D6371
Ramsbottom carbon residue on 10% distillation residue, % mass, max	0.35	D524
Lubricity, HFRR @ 60-deg C, micron, max	520	D6079
Conductivity, pS/m or Conductivity Units (C. U.) min.	25	D2624/D4308

- A. *When a cloud point less than -12°C is specified, as can occur during cold months, it is permitted and normal blending practice to combine Grades No. 1 and No. 2 to meet the low temperature requirements. In that case, the minimum flash point shall be 38°C , the minimum viscosity at 40°C shall be $1.7\text{ mm}^2/\text{s}$, and the minimum 90% recovered temperature shall be waived.*
- B *These test methods are specified in 40 CFR Part 80.*
- C. *The cloud point should be 10°F (6°C) below the lowest expected fuel temperature to prevent clogging of fuel filters by wax crystals. Further, placement of diesel fuel orders requires the successful bidder to default to ASTM D975 06 Tenth Percentile Minimum Ambient Air Temperatures For The United States to estimate expected target temperatures for use with Test Methods D2500, D4539, and D6371, which may require the use of flow improvers.*

POLICY TITLE: Insurance Requirements for Independent Contractors

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

Policy P-4

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
WASHINGTON COUNTY PURCHASING DEPARTMENT**

PROVISIONS FOR OTHER AGENCIES

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	WASHINGTON COUNTY COMMISSIONERS
_____	_____	BOARD OF EDUCATION OF WASHINGTON COUNTY
_____	_____	WASHINGTON COUNTY HEALTH DEPARTMENT
_____	_____	OTHER WASHINGTON COUNTY MUNICIPALITIES
_____	_____	HAGERSTOWN COMMUNITY COLLEGE
_____	_____	CITY OF HAGERSTOWN
_____	_____	FREDERICK COUNTY COMMISSIONERS
_____	_____	OTHER FREDERICK COUNTY MUNICIPALITIES
_____	_____	ALLEGANY COUNTY COMMISSIONERS
_____	_____	BOARD OF EDUCATION OF ALLEGANY COUNTY
_____	_____	OTHER ALLEGANY COUNTY MUNICIPALITIES
_____	_____	ALLEGANY COMMUNITY COLLEGE
_____	_____	CITY OF FROSTBURG
_____	_____	CITY OF CUMBERLAND
_____	_____	GARRETT COUNTY - GENERAL SERVICES
_____	_____	BOARD OF EDUCATION OF GARRETT COUNTY
_____	_____	OTHER GARRETT COUNTY MUNICIPALITIES
_____	_____	GARRETT COUNTY COMMUNITY COLLEGE
_____	_____	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____	Addendum No. 2 _____	Addendum No. 3 _____
Addendum No. 4 _____	Addendum No. 5 _____	Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

- (a) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

**BID SHEET
GASOLINE & DIESEL FUEL**

Company
Submitting Bid: _____

Location	Storage Capacity		Approximate Usage			A	B	C	D	E	F	G	H	I
	Gasoline	Diesel	Gas Unleaded 87 Oct.	Gas Unleaded 89 Oct.	No. 2-D Diesel Fuel Oil	87 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 87 Oct. (A + B)	89 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 89 Oct. (D + E)	No. 2-D Diesel (Use OPIS No. 2-D Ultra-Low Sulfur)	Bidder's Plus / Minus Factor	Net Delivered No. 2-D Diesel (G + H)
County Commuter 1000 W. Washington Street Hagerstown, MD		10,000 TP			100,000							\$3.0203		
Solid Waste Dept. 12630 Earth Care Road Hagerstown, MD	2,000 TW	10,000 TP	1,800		80,000	\$2.7777						\$3.0203		
Parks, Recreation & Facilities Doubs Woods 1307 S. Potomac Street Hagerstown, MD	500 TW	500 TW	14,067		9,000	\$2.7777						\$3.0203		
Regional Airport 18434 Showalter Road Hagerstown, MD	500 TW	1,000 TW	3,400		6,000	\$2.7777						\$3.0203		
Highway Department: Central – 601 Northern Avenue Hagerstown, MD 21742-2721	12,000 TP	10,000 TP	79,600		69,900	\$2.7777						\$3.0203		
Highway Department: Western – 9659 National Pike Big Pool, MD 21711-1117	250 TW	10,000 TP	2000		28,200	\$2.7777						\$3.0203		
Highway Department: Southern – 6223 Coffman Farm Rd. Keedysville, MD 21756-1309	10,000 TP	10,000 TP	10,000		25,000	\$2.7777						\$3.0203		
Highway Department: Eastern – 13230 Greensburg Road Smithsburg, MD 21783-1420	250 TW	10,000 TP	1,000		23,300							\$3.0203		
Highway Department: Sideling Hill Salt Dome Exit 77 off I-68 to US Route 40 West (east side of Sideling Hill Mountain)		500 TW			1,000							\$3.0203		

**BID SHEET
GASOLINE & DIESEL FUEL**

Company
Submitting Bid: _____

Location	Storage Capacity		Approximate Usage			A	B	C	D	E	F	G	H	I
	Gasoline	Diesel	Gas Unleaded 87 Oct.	Gas Unleaded 89 Oct.	No. 2-D Diesel Fuel Oil	87 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 87 Oct. (A + B)	89 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 89 Oct. (D + E)	No. 2-D Diesel (Use OPIS No. 2-D Ultra-Low Sulfur)	Bidder's Plus / Minus Factor	Net Delivered No. 2-D Diesel (G + H)
Black Rock Golf Course Club House 20025 Mt. Aetna Road Hagerstown, MD	550 TW		5,420			\$2.7777								
Black Rock Golf Course Maintenance Barn 20025 Mt. Aetna Road Hagerstown, MD	500 TW	500 TW	3,000		3,000	\$2.7777						\$3.0203		
Airport Pumping Station WQ Location		275 TW			275							\$3.0203		
Antietam W.W.T.P. Sharpsburg, MD WQ Location		500 TW			500							\$3.0203		
C.W. Winebrenner WQ Location		500 TW			1000							\$3.0203		
Carriage Hills Pumping Station WQ Location		180 TW			150							\$3.0203		
Cedar Springs Pumping Station WQ Location		250 TW			100							\$3.0203		
Citicorp Pumping Station WQ Location		275 TW			275							\$3.0203		
Claggetts Mills Pumping Station WQ Location		80 TW			40							\$3.0203		
Cloverton Pumping Station WQ Location		60 TW			120							\$3.0203		
College Road Pumping Station WQ Location		180 TW			180							\$3.0203		

TW – Tank-wagon Deliveries
 TP – Transport Deliveries
 The contact person for all Water Quality (WQ) locations is Rocky Bishop. For any information, call 240-313-2600.
 All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

**BID SHEET
GASOLINE & DIESEL FUEL**

Company
Submitting Bid: _____

Location	Storage Capacity		Approximate Usage			A	B	C	D	E	F	G	H	I
	Gasoline	Diesel	Gas Unleaded 87 Oct.	Gas Unleaded 89 Oct.	No. 2-D Diesel Fuel Oil	87 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 87 Oct. (A + B)	89 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 89 Oct. (D + E)	No. 2-D Diesel (Use OPIS No. 2-D Ultra-Low Sulfur)	Bidder's Plus / Minus Factor	Net Delivered No. 2-D Diesel (G + H)
Conococheague W.W.T.P. (Maintenance) WQ Location Route 2, Elliott Parkway Williamsport, MD	1,000 TW	1,000 TW	20,000		28,000	\$2.7777						\$3.0203		
Conococheague W.W.T.P. Williamsport, MD WQ Location		500 TW			500							\$3.0203		
Countryside Pumping Station WQ Location		275 TW			275							\$3.0203		
Farm Lane Pumping Station WQ Location		275 TW			275							\$3.0203		
Freedom Hills Pumping Station WQ Location		180 TW			150							\$3.0203		
Greenlawn Pumping Station WQ Location		60 TW			120							\$3.0203		
Highfield Pumping Station WQ Location		100 TW			100							\$3.0203		
Keedysville Pumping Station WQ Location		275 TW			275							\$3.0203		
Kemps Mill Pumping Station WQ Location		60 TW			120							\$3.0203		
Leachate Pumping Station WQ Location		60 TW			120							\$3.0203		
Maugans Meadows Pumping Station WQ Location		60 TW			120							\$3.0203		
Maugansville Pumping Station WQ Location		275 TW			275							\$3.0203		

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**BID SHEET
GASOLINE & DIESEL FUEL**

Company
Submitting Bid: _____

Location	Storage Capacity		Approximate Usage			A	B	C	D	E	F	G	H	I
	Gasoline	Diesel	Gas Unleaded 87 Oct.	Gas Unleaded 89 Oct.	No. 2-D Diesel Fuel Oil	87 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 87 Oct. (A + B)	89 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 89 Oct. (D + E)	No. 2-D Diesel (Use OPIS No. 2-D Ultra-Low Sulfur)	Bidder's Plus / Minus Factor	Net Delivered No. 2-D Diesel (G + H)
North Brook Pumping Station WQ Location		60 TW			120							\$3.0203		
Oak Ridge Pumping Station Halfway Area WQ Location		500 TW			500							\$3.0203		
Outback Pumping Station WQ Location		180 TW			150							\$3.0203		
Paradise Heights Pumping Station WQ Location		180 TW			150							\$3.0203		
Paradise Manor #1 Pumping Station WQ Location		180 TW			150							\$3.0203		
Paramount Pumping Station WQ Location		275 TW			275							\$3.0203		
Pen Mar Pumping Station WQ Location		100 TW			100							\$3.0203		
Route 11 Pumping Station WQ Location		275 TW			275							\$3.0203		
Sandy Hook WQ Location		60 TW			120							\$3.0203		
Sandy Hook W.W.T.P. WQ Location		60 TW			120							\$3.0203		
Sharpsburg Pike Pumping Station WQ Location		275 TW			275							\$3.0203		
Sharpsburg Pumping Station WQ Location		275 TW			275							\$3.0203		
Smithsburg W.W.T.P. WQ Location		60 TW			120							\$3.0203		

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GASOLINE & DIESEL FUEL**

Company
Submitting Bid: _____

Location	Storage Capacity		Approximate Usage			A	B	C	D	E	F	G	H	I
	Gasoline	Diesel	Gas Unleaded 87 Oct.	Gas Unleaded 89 Oct.	No. 2-D Diesel Fuel Oil	87 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 87 Oct. (A + B)	89 Octane (Use OPIS)	Bidder's Plus/Minus Factor	Net Delivered Gas 89 Oct. (D + E)	No. 2-D Diesel (Use OPIS No. 2-D Ultra-Low Sulfur)	Bidder's Plus / Minus Factor	Net Delivered No. 2-D Diesel (G + H)
St. James Pumping Station WQ Location		150 TW			150							\$3.0203		
St. James School Sewer WQ Location		180 TW			150							\$3.0203		
Village Square Pumping Station WQ Location		180 TW			150							\$3.0203		
Wright Road Pumping Station Williamsport, MD WQ Location		500 TW			500							\$3.0203		
Sheriff's Department 500 Western MD Parkway Hagerstown, MD	10,000 TP	(1) 275 (1) 1,000 (2) 500 (1) 400 TW		90,000	1,500				\$2.8594			\$3.0203		
Board of Education 820 Commonwealth Avenue Transportation Department Hagerstown, MD	(1) 10,000 TP	(2) 10,000 TP		47,000	190,000				\$2.8594			\$3.0203		
Hagerstown Community College 11400 Robinwood Drive Hagerstown, MD	(1) 1,000 TW	(1) 1,000 TW		10,000	2,000				\$2.8594			\$3.0203		
City of Hagerstown 51 West Memorial Boulevard Hagerstown, MD	(1) 12,000 TP	(1) 12,000 TP	82,000		120,000	\$2.7777						\$3.0203		
* Water Pollution Control Pumping Stations Filled Twice a Year, Max.		(14) 300 TW			1,000							\$3.0203		
* Small Deliveries Other City Locations	(7) 50-250 TW	(3) 50-250 TW	3,000		600	\$2.7777						\$3.0203		

* Locations and capacities to be provided by the City of Hagerstown

USE OPIS RACK AVERAGE PRICE (STATED BELOW) PUBLISHED ON SEPTEMBER 22, 2011:

Gas Unleaded 87 Octane	\$ <u>2.7777</u>
Gas Unleaded 89 Octane	\$ <u>2.8594</u>
No. 2-D Diesel (Use OPIS No. 2-D Ultra-Low Sulfur)	\$ <u>3.0203</u>

Winter Chemical Additive Protection (cost per gallon) \$ _____

Winter Chemical Additive Protection Product Name: _____

Manufacturer's Name: _____

Erasures or changes in bid must be initialed.