

**BID NO. PUR-1578
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, SUITE 3200
HAGERSTOWN, MD 21740
PHONE: 240-313-2330 / FAX: 240-313-2331**

DATE ISSUED: September 28, 2022

BULK GASOLINE AND DIESEL FUEL DELIVERIES

PRE-BID CONFERENCE/TELE-CONFERENCE

DATE / TIME AND LOCATION: **Wednesday, October 5, 2022, at 11:00 A.M., (EDT/EST)**
Washington County Administration Complex
Conference Suite 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

DEADLINE FOR INQUIRIES: No later than **4:00 P.M. (EDT/EST), Wednesday, October 12, 2022**

SUBMIT BIDS TO: Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street
Third Floor, Suite 3200
Hagerstown, MD 21740

**BID SUBMISSION DEADLINE
AND BID OPENING TIME:** No later than **2:00 P.M. (EDT/EST), Wednesday, October 26,
2022**

BID OPENING LOCATION: Washington County Administration Complex
Conference Room 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

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-1578
BULK GASOLINE AND DIESEL FUEL DELIVERIES

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PUR-1578
BULK GASOLINE AND DIESEL FUEL DELIVERIES

INVITATION TO BID

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for the delivery and purchase of “**BULK GASOLINE AND DIESEL FUEL DELIVERIES**” to various County Departments/Agencies and on behalf of the City of Hagerstown Departments and the Washington County Public Schools during the contract period of December 1, 2022, through November 30, 2023. Bid documents are available immediately from the Washington County website: <https://www.washco-md.net/purchasing-department/purch-open-invites/>, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. **Direct all inquiries to Brandi Naugle, CPPB, Buyer, at telephone 240-313-2330 or fax 240-313-2331.**

All bids must be enclosed in a sealed opaque envelope marked “**SEALED BID – (PUR-1578) BULK GASOLINE AND DIESEL FUEL DELIVERIES**” be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **2:00P.M., (EDT/EST), Wednesday, October 26, 2022** after which time they will be publicly opened in the Third Floor, Conference Room 3000. All interested parties are invited to be present. For those bidders who wish to hear a reading of the bids please call prior to the teleconference 240-313-2330 to receive instructions. *Facsimile Bids or any electronic bid submission will not be accepted.*

A Pre-Bid Conference/Teleconference will be held on **Wednesday, October 5, 2022, at 11:00 A.M. (EDT/EST)** in the Washington County Administration Complex, Third Floor, Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate in the teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference and/or the Bid Opening. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to 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, TTY Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities, and technicalities in the best interest of Washington County, Maryland.

By Authority of:

Rick F. Curry, CPPO
Director of Purchasing

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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 Director of Purchasing (hereinafter “Director of Purchasing”), 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 Director of Purchasing, 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 Director of Purchasing, 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, Maryland 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 Director of Purchasing 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 Director of Purchasing whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Director of Purchasing 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 Bid 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 ensure 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's *Insurance Requirements for Independent Contractors Policy*, 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:

Brandi Naugle, CPPB, Buyer
Washington County Purchasing Department
Washington County Administration Complex

100 West Washington Street, Suite 3200
Hagerstown, MD 21740
FAX: 240-313-2331; or send questions in Microsoft Word
platform via email to: purchasingquestions@washco-md.net

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. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not 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 Director of Purchasing.
19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, Maryland, 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. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013, and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2022.pdf>.
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit one (1) original bid on the forms provided 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, the bid number, and name and address of the Company, 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 or electronic bid submittals of any kind will not be accepted.*
23. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is charterhelp@helpdat.state.md.us the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.
24. **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.
25. **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.
26. **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.

27. 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 Director of Purchasing.
- 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."

28. 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing, 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 Director of Purchasing 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 Director of Purchasing 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 Director of Purchasing'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 Director of Purchasing.
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 Director of Purchasing, 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 Director of Purchasing 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 Director of Purchasing or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing 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 Director of Purchasing, 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-1578
BULK GASOLINE AND DIESEL FUEL DELIVERIES

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, tentatively commencing **December 1, 2022**. The contract is for Transport and Tank-wagon deliveries.

2. Approximate Annual Usage:	Gasoline (Tank-wagon)	<u>71,120</u>	Gallons
	Gasoline (Transport)	<u>342,000</u>	Gallons
	Diesel Fuel (Tank-wagon)	<u>61,467</u>	Gallons
	Diesel Fuel (Transport)	<u>719,000</u>	Gallons

3. Award: It is anticipated that the County shall award a contract(s) to the responsive, responsible Bidders who submit(s) the lowest aggregate price for product to be purchased and delivered for either Option No. 1 or Option No. 2.

a. **Option No. 1** – Four (4) separate contracts shall be awarded based on the total aggregate for each section under Option I. Awards **shall not** be made for servicing only a portion of the locations.

or

b. **Option No. 2** – One (1) contract shall be awarded based on the total aggregate for all locations (Section I through Section IV). Award **shall not** be made for servicing only a portion of the locations; bids shall be considered non-responsive if **all** locations are not serviced under one (1) contract.

The County reserves the right to make an award to the firm(s) providing the most advantageous offer or the firm providing the offer determined solely by the County to be in the County's best interest. The County reserves the right to reject any or all bids in whole or in part if it is deemed in the best interest of the County.

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, and Hagerstown Golf Course (Greens at Hamilton) Hagerstown, Maryland and tank-wagon to other locations.

2) The Hagerstown Community College owns its storage facilities. Gasoline and diesel by tank-wagon to 11400 Robinwood Drive, Hagerstown, Maryland 21742.

- 3) The Washington County Public Schools owns its storage facilities. Diesel only by transport to its location.

5. Interpretation, Discrepancies, Omissions: Should any Bidder find discrepancies in or omissions from the documents or be in doubt of their meaning, he/she should immediately request in writing an interpretation from: Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, Maryland 21740; FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to: purchasingquestions@washco-md.net.

All necessary interpretations will be issued to all Bidders in the form of addenda to this solicitation, and such addenda shall become part of the contract documents. Requests received after **4:00 P.M. (EDT/EST), Wednesday, October 12, 2022** may not be considered. All correspondence in regard to this bid shall be directed to and issued by the Washington County Purchasing Department. Direct all inquiries to Brandi Naugle, CPPB - Buyer.

6. All bids shall be based on the OPIS newsletter prices, from the weekly average Thursday end of business day (i.e. after 5 P.M.) [Thursday's newsletter pricing (rack average) will be used the following Monday 12:00 am through Sunday 11:59 pm for invoicing] WEEKLY RACK AVERAGE PRICE, **BALTIMORE, MARYLAND (DIESEL FUEL) and HARRISBURG, PENNSYLVANIA--Conventional Blendstock for Oxygenated Blending (CBOB) ETHANOL 10%** as published in the OIL PRICE INFORMATION SERVICE (OPIS, CBOB ETHANOL (10%) PRICES AND ULTRA LOW SULFUR DISTILLATE PRICES). DO NOT INCLUDE ANY EXISTING APPLICABLE TAXES (all applicable taxes/fees shall be listed separately when invoicing). 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.

7. When an error is made in extending total prices, the OPIS price and Bidder (+/-) Factor price shall govern. In the absence of a Bidder (+/-) Factor price, the bid shall be considered non-responsive. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*

8. 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.

9. Vendor(s) will be required to clean up any spillage during delivery within FOUR (4) HOURS from the time of spillage. 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 remediation and/or replacement of groundwater supplies, streams, sanitary and/or rainwater systems, soil, shrubs, grass, or things that may be damaged by such spillage. It will be the responsibility of the County to notify the proper regulatory agencies and take immediate containment measures in the event of a spill.

10. 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.
11. The successful vendor must have either a local calling number or a toll free number for order placement by Using Departments.
12. The City of Hagerstown, Hagerstown Community College, and the Washington County Public Schools 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.
13. Upon request and prior to execution of contract, the successful bidder must show Evidence of Insurance as outlined in the copy of Washington County's - *Insurance Requirements for Independent Contractors* Policy, a copy of which is included herein, prior to the execution of the Contract.
14. Liquidated Damages: **Vendor must have product readily available and delivered within twenty-four (24) hours (excluding Saturdays, Sundays, and County observed holidays) of order request by Using Department/Agency.** For the Washington County Sheriff's Office and Washington County Highway Department the **Vendor must have product readily available and delivered within twenty-four 24 hours of order request including Saturdays, Sundays, and County observed holidays.** 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.
15. Bill of Lading (BOL), Delivery Tickets/Receipts and Manifests: Bill of Lading (BOL) from shipment origin shall be issued containing the following information for each product delivered. All transport tanker deliveries from carrier shall be accompanied by delivery tickets/receipts or manifest referring to BOL and shall contain the following information marked TP for each product delivered. Product deliveries by tank wagon require a delivery ticket/receipt containing the following information marked TW. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

TP --	BOL Number (Folio if applicable)
TP TW	Order Date
TP --	Loading Date
TP TW	Tanker/Vessel Identification
TP --	Shipment Origin
TP TW	Supplier

Supplemental Terms & Conditions

Bulk Gasoline and Diesel Fuel Deliveries

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TP TW	Account
TP TW	Ticket/Receipt Number
TP TW	Carrier Name/ID
TP TW	Driver
TP TW	Dangerous Goods Description
TP --	United Nations Number Identification
TP TW	Gross Gallons
TP --	Net Gallons
TP --	Compartment Loading Gallons Gross
TP --	Compartment Loading Gallons Net

16. All tanks receiving tanker transport (TP) delivery are below ground except for the Solid Waste location, Highway Department Central Section (Diesel and Gasoline), Highway Department Eastern Section (Diesel), Highway Department Southern section (Gasoline) and Washington County Public Schools (Diesel), which will require a pressurized tanker transfer pump with bypass valving and double-camlock, tight-fill, 3-inch connectors for delivery.
17. Bidders shall state on the Bid Sheet the SDS Property and Chemical Names of the winter chemical treatment (flow improvers) AND/OR biocides used for mixing with the diesel fuel.
18. None “at the rack” chemical treatment (cold flow and cetane improver) shall be part number 137ULSW Diesel Treat 2000 Ultra Low Sulfur Winter Premium by Schaffer Manufacturing Company. The chemical treatment shall be designed to improve the following characteristics:
 - a. Lubricity - Must have passed HFRR 60degC micron, max 520/ASTM test method D6079.
 - b. Antigel - Must add to the fuels ability to maintain a CFPP-20degF (cold filter plug point).
 - c. Water dispersant – Non-alcohol type
 - d. Stabilizer - Must prevent injector deposits in high pressure common rail fuel systems.
 - e. Mix ratio - One (1) gallon treatment to one thousand (1,000) gallons fuel
 - f. Typical Properties:

Specific Gravity	0.884
Flash Point deg F/deg C PMCC (ASTM D-93)	126 deg/52-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

19. Drivers of the successful bidder delivering to any location must have and carry a State of Maryland Oil Vehicle Operator's Certificate (for clarifications refer to COMAR title 26.10.01.09 and 26.10.01.16).

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 will be accepted between 8:00 A.M. - 1:00 P.M., (EDT/EST) Monday – Thursday during April through October, and., (EDT/EST) Monday – Friday during November through March.
 - a. All UST and AST deliveries shall be supervised by Washington County Highway personnel certified as Facility Operators.
 - b. Only Washington County Highway personnel approved to unlock tank fill access for driver.
 - c. Drivers prohibited from delivering any product without Washington County Highway personnel on-duty and standing at the tank fill port.
 - d. Tank stick readings before and after delivery to the Highway department must be recorded on the delivery receipt and shall be within 1% of ATG delivery printout.
 - e. All invoices sent electronically via emailed for the Highway department shall only be sent to Jack Reynard at jreynard@washco-md.net.
 - f. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, positioning of danger signs, and other warnings against hazards.
 - g. The vendor will comply with applicable laws, ordinances, regulations, and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, or loss. Any damage, loss or injury resulting from the failure of the vendor to safeguard their work and vendor property will be borne by the vendor.
22. Minimum order quantity for transport deliveries will be 6,000 gallons per delivery.
23. Using departments/agencies shall have the option of a twice a week automatic top off delivery service of tank wagon products at no charge to the County.
24. A copy of last years' bid tabulation (PUR-1519) can be viewed at:
<https://www.washco-md.net/wp-content/uploads/purch-pur-1519-bid-tab.pdf>.
25. COMAR General Condition “F” of MDE Oil Operation Permit incorporates, by reference, NFPA 30 and PEI RP6000 requiring the Highway Department Central and Southern fuel sites perform periodic testing of the tank overfill protection valves (OPV) during tanker transport offloading requiring authorized consent by the fuel supplier, transport carrier and mutual cooperation from the driver of transport tanker delivery vehicle.

26. The vendor will be solely responsible to initiating, maintaining, and supervising all safety precaution and programs in the performance of this contract and will be responsible for observing the safety regulations of MDE, MOSHA, OSHA, and local life safety agencies.
27. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, positioning of danger signs, and other warnings against hazards.
28. The vendor will comply with applicable laws, ordinances, regulations, and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, or loss. Any damage, loss or injury resulting from the failure of the vendor to safeguard their work and vendor property will be borne by the vendor.
29. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from The Board of Commissioners. The vendor will notify the contract Administrator of their actions within two (2) hours.
30. “At the rack” chemical treatment (cold flow and cetane improver) shall be Innospec CFI-1902 with injector dial setting and/or batch blend mix equivalent to provide a treatment rate range between 500-ppm and 2000-ppm volume concentration as determined according to *ASTM D975-21 Table X5.1 Tenth Percentile Minimum Ambient Air temperatures for the State of Maryland: October, positive 2-deg C (positive 35.6-deg F), November, negative 3-deg C (positive 26.6 deg F), December, negative 10-deg C (positive 14-deg F), January, negative 12-deg C (positive 10.4-deg F), February, negative 10-deg C (positive 14-deg F), (March, negative 4-deg C (positive 24.8-deg F).*
31. Note that although there is a 3-inch camlock connector for the diesel fuel fill pipeline at the Highway East site, the size of the pipeline from the connector to the tank is 2-inch (approximately forty (40) feet. According to the fuel site engineer, the pressure drop of filling the tank via a transfer pump-equipped tanker transport would be inconsequential in its effect on time delay.
32. Bidders shall be capable of deliveries via tank wagon, split load transport, and transport.
33. The County was awarded a Maryland Motor Fuel License as a Class “U” Special Fuel User number 33625 effective 01Jun2022 expiring 31May2023 renewing April 2023 and possesses a Maryland Special Fuel Tax Exemption Certificate number 301326 issued 01Jun2022 expiring 31May2023 renewing in April 2023. However, although the Class “U” fuel tax exemption applies for tax-exempt delivery of diesel fuel only, 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.
34. Facilities included under the contract, their locations, and the contact for each, are listed within the locations/approximate usage table on pages 25 through 35:

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BULK GASOLINE AND DIESEL FUEL DELIVERIES

SPECIFICATIONS

1. Unleaded gasoline's must have guaranteed minimums of 87 Octane Conventional Blendstock Oxygenated Blending (CBOB) Ethanol (10% max.) and 89 Octane CBOB Ethanol (10% max.) as specified on the Bid Sheets. Standard specification for automotive spark-ignition engine fuel shall meet ASTM designation D4814-21c or latest version.
2. Minimum specifications for Grades No. 2-D, ASTM (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 D975-2021

PROPERTY	GRADE		ASTM Test Method	ISO Method
	2-D (S15)			
Flash Point, degF Min,	125 ^A	D93		2719
Water and Sediment, % vol, max	0.05		D2709 D1796	
Particle counts less than	18/16/13			4406
Density, gram per cubic centimeter at 59 degF	0.186 to 0.876		D287	
Physical Distillation Temperature, degF			D86	3405
10% min vol recovered	540 ^A			
90% max vol recovered	680			
100%	725			
The distillation curve must be smooth and continuous.				
Kinematic Viscosity, mm ² /S at	40-deg C(104 deg F)		D445	3104
min	1.9 ^A			
max	4.1			
Ash % mass, max weight	0.01		D482	6245
Sulfur, ppm max	15		D5453	or 20486
% mass, max	0.0015		D2622 ^B	or 20884
Copper strip corrosion rating max 3 hours a minimum control temp of 50-deg C	No. 3		D130	2160
Water and sediment not to exceed				
% by volume max	0.05		D1796	3734
Water % max	0.1		D6304	No ISO Test
Sediment % max weight	0.05		D473	3735
Gums and Resins ^D , mg per 100mL max	10		D381	6246
Cetane number, min ^I above 32degF	40 ^J		D613	5165
min below 32degF	45		D613	5165

Specifications

Bulk Gasoline and Diesel Fuel Deliveries

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PROPERTY	GRADE	
	2-D (S15)	ASTM Test Method ISO Method
One of the following properties must be met:		
(1) Cetane index, min	40	D976-80 ^{B,F}
(2) Aromaticity, % vol, max	35	D1319 ^B 3837
Cloud Point ^C deg-F, max	c	D2500 3015
LTFT/CFPP, deg-C, max		D4539/D6371 ^C
Ramsbottom carbon residue on 10% distillation residue, % mass, max	0.35	D524 4262
Lubricity, BOCLE, grams minimum	3100	D6078
Lubricity, SLBOCLE, HFRR @ 60-deg C, (140 deg F) mm max	0.52 (0.0205 inch)	D6079/D7688 No ISO Test
Conductivity, pS/m or Conductivity Units (C. U.) min.	25 ^K	D2624/D4308
Thermal Stability		
Min of 80% reflectance after aging for 180-mins at 302-deg F (150-deg C)		D6468 No ISO Test
API Gravity		
(875.7 kg/m ³)	30 min	D287 No ISO Test
(801.3 kg/m ³)	45 max	D287 No ISO Test
Pour Point min below ambient temperature	10-dF	D97 3016
Distillation – 10 percent at 282-dC (540-deg F)		
90 percent at 360-dC (680-deg F) maximum		D86 3405

- 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 1.3 mm²/s, and the minimum 90% recovered temperature shall be waived.*
- B. *These test methods are specified in 40 CFR Part 80 for S500 grades.*
- 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 reference to ASTM D975 21 Tenth Percentile Minimum Ambient Air Temperatures for The State of Maryland to estimate expected target temperatures for use with Test Methods D2500, D4539, and D6371, which require the use of flow improver as specified within this bid document. ASTM D975-21 Table X5.1 Tenth Percentile Minimum Ambient Air temperatures for the State of Maryland: October, positive 2-deg C (positive 35.6-deg F), November, negative 3-deg C (positive 26.6 deg F), December, negative 10-deg C (positive 14-deg F), January, negative 12-deg C (positive 10.4-deg F), February, negative 10-deg C (positive 14-deg F), (March, negative 4-deg C (positive 24.8-deg F).*
- D. *Follow the test conditions and procedures for gasoline (motor).*
- E. *The lubricity of a fuel is a concern with low sulfur and ultra-low sulfur fuel. To determine the lubricity of the fuel, use the "ASTM D6079 High Frequency Reciprocating Rig (HFRR)" test. If*

Specifications

Bulk Gasoline and Diesel Fuel Deliveries

PUR-1578

the lubricity of fuel does not meet the minimum requirements, the County will need to discuss with fuel supplier to determine alternative treatment because some fuel additives may not be compatible, which, can cause other problems in the fuel system.

- F. Alternatively, to ensure a minimum cetane number of 40, distillate diesel fuel shall have a minimum cetane index of 44.2 when the "ASTM D4737-96a" test method is used. A fuel with a higher cetane number may be required for operation at a higher altitude or in low ambient temperatures.*
- G. This specification includes the requirements for Ultra Low Sulfur Diesel (ULSD). ULSD fuel will have ≤ 15 ppm (0.0015 percent) sulfur using the "ASTM D5453", "ASTM D2622", or "ISO 20846, ISO 20884" test methods.*
- H. Via standards tables, the equivalent kg/m^3 (kilograms per cubic meter) using the "ASTM D287" test method temperature of 15.56°C (60°F) for the minimum API gravity of 30 is 875.7 kg/m^3 , and for the maximum API gravity of 45 is 801.3 kg/m^3 .*
- I. Where cetane number by Test Method D613 is not available, Test Method D4737 can be used as an approximation.*
- J. Low ambient temperatures as well as engine operation at high altitudes may require the use of fuels with higher cetane ratings.*
- K. The electrical conductivity of the diesel fuel is measured at the time and temperature of the fuel at delivery. The 25 pS/m minimum conductivity requirement applies at all instances of high velocity transfer (7 m/s) but sometimes lower velocities into mobile transport, e.g., tanker trucks, rail, and barges.*

<i>API</i>	<i>American Petroleum Institute</i>
<i>ASTM</i>	<i>American Society for Testing and Materials</i>
<i>BOCLE</i>	<i>Ball-On Cylinder Lubricity Evaluator</i>
<i>CFR</i>	<i>Code of Federal Regulations</i>
<i>EDT</i>	<i>Eastern Daylight Time (Spring forward) 4-hours behind Coordinated Universal Time (UTC-04:00)</i>
<i>EST</i>	<i>Eastern Standard Time (Fall back) 5-hours behind <u>Coordinated Universal Time (UTC-05:00)</u>.</i>
<i>HFRR</i>	<i>High Frequency Reciprocating Rig</i>
<i>ISO</i>	<i>International Standards Organization</i>
<i>SCBOCLE</i>	<i>Scuffing Load Ball-On Cylinder Lubricity Evaluator</i>

**PUR-1578
BULK GASOLINE & DIESEL FUEL**

LOCATIONS / APPROXIMATE USAGE

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
Communications Maintenance 911 Center 16232 Elliott Parkway Williamsport, MD 21795 Tom Webber – 240-313-2072		1,850 TW AST			520
Communications Maintenance 911 Backup 100 West Washington Street (Rear) Hagerstown, MD 21740 Tom Webber – 240-313-2072		850 TW AST			312
County Commuter 1000 W. Washington Street Hagerstown, MD 21740 Cindy Boden – 240-313-2748		10,000 TP UST			100,000
Solid Waste Dept. 12630 Earth Care Road Hagerstown, MD 21740 Jamie Calandrelle – 240-313-2793	2,000 TW AST	10,000 TP AST	1,800		80,000
Buildings, Grounds & Facilities Doubs Woods 1307 S. Potomac Street Hagerstown, MD 21740 Danny Hixon – 240-313-2702	500 TW AST	500 TW AST	19,000		6,000
Hagerstown Regional Airport 18434 Showalter Road Deliver to 18430 Henson Blvd. Hagerstown, MD 21742 Richard Lesh – 240-313-2766	500 TW AST	1,000 TW AST	4,500		6,000
Regional Airport Fire Station 18440 Showalter Road Hagerstown, MD 21742 Richard Lesh – 240-313-2766		1800 TW AST			200
Highway Department: Central – 601 Northern Avenue Hagerstown, MD 21742 Kim Starner – 240-313-2724	12,000 TP AST	12,000 TP AST	57,000		33,000
Highway Department: Western – 9659 National Pike Big Pool, MD 21711 Doug or Gary – 301-842-2358	280 TW AST	10,000 TP UST	3,800		28,000

Locations / Approximate Usage

Bulk Gasoline and Diesel Fuel Deliveries
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AST – Aboveground Storage Tank / UST – Underground Storage Tank
GBT – Generator Belly Tank / TW – Tank-wagon Deliveries / TP – Transport Deliveries
All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
Highway Department: Southern – 6223 Coffman Farms Rd. Keedysville, MD 21756 Randy or Jim – 301-432-4039	10,000 TP AST	10,000 TP UST	30,000		22,000
Highway Department: Eastern – 13230 Greensburg Road Smithsburg, MD 21783 Paul or Tyler – 301-824-2801		8,000 TP AST			16,000
Highway Department: Sideling Hill Salt Dome – 2801 National Pike Hancock, MD 21750 Exit 77 off I-68 to US Route 40 West (east side of Sideling Hill Mountain) Doug or Gary – 301-842-2368		500 TW AST			2,400
Black Rock Golf Course Club House 20025 Mt. Aetna Road Hagerstown, MD 21742 Ryan Crabtree – 240-313-2818	550 TW AST		5,420		
Black Rock Golf Course Maintenance Barn 20025 Mt. Aetna Road Hagerstown, MD 21742 Ryan Crabtree – 240-313-2818	500 TW AST	500 TW AST	3,000		3,000
Airport Pumping Station WQ Location 14501 Byers Road Hagerstown, MD 21742 Richard Lesh – 240-313-2778		275 TW AST			275
Antietam W.W.T.P. WQ Location 4435 Harpers Ferry Road Sharpsburg, MD 21782 Scott Hose – 240-313-2600		500 TW AST			500
C.W. Winebrenner WQ Location 25040 Pen Mar Road Cascade, MD 21719 Scott Hose – 240-313-2600		500 TW AST			1,000

Locations / Approximate Usage

Bulk Gasoline and Diesel Fuel Deliveries
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AST – Aboveground Storage Tank / UST – Underground Storage Tank

GBT – Generator Belly Tank / TW – Tank-wagon Deliveries / TP – Transport Deliveries

All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
Cascade Well House WQ Location 25407 Cascade MD 21719 Scott Hose – 240-313-2600		250 TW GBT			250
Carriage Hills Pumping Station WQ Location 10242 Stagecoach Drive Hagerstown, MD 21740 Scott Hose – 240-313-2600		180 TW GBT			150
Cedar Springs Pumping Station WQ Location 11802 Newgate Boulevard Williamsport, MD 21795 Scott Hose – 240-313-2600		500 TW GBT			100
Citicorp Pumping Station WQ Location 14704 Citicorp Drive Hagerstown, MD 21742 Scott Hose – 240-313-2600		275 TW AST			275
Claggetts Mills Pumping Station WQ Location 18825 Poffenberger Road Hagerstown, MD 21740 Scott Hose – 240-313-2600		80 TW AST/GBT			40
Cloverton Pumping Station WQ Location 10712 Appletree Lane Williamsport, MD 21795 Scott Hose – 240-313-2600		60 TW AST/GBT			120
College Road Pumping Station WQ Location 9703 Morning Glory Lane Hagerstown, MD 21740 Scott Hose – 240-313-2600		180 TW GBT			180
Conococheague W.W.T.P. (Maintenance) WQ Location 16232 Elliott Parkway Williamsport, MD 21795 Scott Hose – 240-313-2600	1,000 TW AST	1,000 TW AST	30,000		25,000
Conococheague W.W.T.P. WQ Location 16232 Elliott Parkway Williamsport, MD 21795 Scott Hose – 240-313-2600		500 TW GBT			500

Locations / Approximate Usage

Bulk Gasoline and Diesel Fuel Deliveries
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AST – Aboveground Storage Tank / UST – Underground Storage Tank

GBT – Generator Belly Tank / TW – Tank-wagon Deliveries / TP – Transport Deliveries

All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
Countryside Pumping Station WQ Location 13930 Green Mountain Drive Maugansville, MD 21767 Scott Hose – 240-313-2600		275 TW AST			275
Farm Lane Pumping Station WQ Location 18800 Diller Drive Hagerstown, MD 21740 Scott Hose – 240-313-2600		275 TW AST			275
Freedom Hills Pumping Station WQ Location 13730 Patriot Way Hagerstown, MD 21740 Scott Hose – 240-313-2600		180 TW GBT			150
Greenlawn Pumping Station WQ Location 430 South Artizan Street Williamsport, MD 21795 Scott Hose – 240-313-2600		60 TW GBT			120
Highfield Pumping Station WQ Location 14428 McAfee Hill Road Cascade, MD 21719 Scott Hose – 240-313-2600		100 TW GBT			100
Keedysville Pumping Station WQ Location 19041 Shepherdstown Pike Keedysville, MD 21756 Scott Hose – 240-313-2600		275 TW AST			275
Kemps Mill Pumping Station WQ Location 11316 Rock Hill Road Hagerstown, MD 21740 Scott Hose – 240-313-2600		60 TW AST/GBT			120
Leachate Pumping Station WQ Location 12824 Resh Road Hagerstown, MD 21740 Scott Hose – 240-313-2600		60 TW AST/GBT			120
Maugans Meadows Pumping Station WQ Location 13500 Elaine's Way Hagerstown, MD 21740 Scott Hose – 240-313-2600		60 TW AST/GBT			120

Locations / Approximate Usage

Bulk Gasoline and Diesel Fuel Deliveries
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AST – Aboveground Storage Tank / UST – Underground Storage Tank

GBT – Generator Belly Tank / TW – Tank-wagon Deliveries / TP – Transport Deliveries

All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
Maugansville Pumping Station WQ Location 13635 Maugansville Road Hagerstown, MD 21740 Scott Hose – 240-313-2600		275 TW AST			275
North Brook Pumping Station WQ Location 19689 Marigold Drive Hagerstown, MD 21742 Scott Hose – 240-313-2600		60 TW AST/GBT			120
Oak Ridge Pumping Station WQ Location 10810 Brentwood Terrace Hagerstown, MD 21740 Scott Hose – 240-313-2600		500 TW AST			500
Outback Pumping Station WQ Location 240 Railway Lane Hagerstown, MD 21740 Scott Hose – 240-313-2600		180 TW GBT			150
Paradise Heights Pumping Station WQ Location 13852 Ideal Circle Hagerstown, MD 21742 Scott Hose – 240-313-2600		180 TW GBT			150
Paradise Manor #1 Pumping Station WQ Location 13811 Exeter Court Hagerstown, MD 21742 Scott Hose – 240-313-2600		180 TW GBT			150
Paramount Pumping Station WQ Location 19303 Longmeadow Road Hagerstown, MD 21742 Scott Hose – 240-313-2600		275 TW AST			275
Pennersville Well House WQ Location 14607 Pennersville Road Cascade, MD 21719 Scott Hose – 240-313-2600		165 TW GBT			165

Locations / Approximate Usage

Bulk Gasoline and Diesel Fuel Deliveries
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AST – Aboveground Storage Tank / **UST** – Underground Storage Tank

GBT – Generator Belly Tank / **TW** – Tank-wagon Deliveries / **TP** – Transport Deliveries

All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
Pen Mar Pumping Station WQ Location 24807 Linden Avenue Cascade, MD 21719 Scott Hose – 240-313-2600		100 TW AST			100
PO #1 Pumping Station WQ Location 10436 Governor Lane Blvd. Williamsport, MD 21795 Scott Hose – 240-313-2600		350 TW GBT			350
Route 11 Pumping Station WQ Location 13737 Pennsylvania Avenue Hagerstown, MD 21742 Scott Hose – 240-313-2600		275 TW AST			275
Sandy Hook W.T.P. WQ Location 19011 Sandy Hook Road Knoxville, MD 21758 Scott Hose – 240-313-2600		60 TW AST/GBT			120
Sandy Hook W.W.T.P. WQ Location 18954 Sandy Hook Road Knoxville, MD 21758 Scott Hose – 240-313-2600		60 TW AST/GBT			120
Sharpsburg Pike Pumping Station WQ Location 10531 Sharpsburg Pike Hagerstown, MD 21740 Scott Hose – 240-313-2600		275 TW AST			275
Sharpsburg Pumping Station WQ Location ADDRESS NOT AVAILABLE Scott Hose – 240-313-2600		275 TW AST			275
Smithsburg W.W.T.P. WQ Location 22523 Leitersburg/Smithsburg Road Smithsburg, MD 21783 Scott Hose – 240-313-2600		180 TW AST/GBT			180
St. James Pumping Station WQ Location 9302 Sharpsburg Pike Hagerstown, MD 21740 Scott Hose – 240-313-2600		150 TW GBT			150

Locations / Approximate Usage

Bulk Gasoline and Diesel Fuel Deliveries
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AST – Aboveground Storage Tank / UST – Underground Storage Tank

GBT – Generator Belly Tank / TW – Tank-wagon Deliveries / TP – Transport Deliveries

All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
St. James School Sewer WQ Location 17641 College Road St. James, MD 21781 Scott Hose – 240-313-2600		180 TW GBT			150
Village Square Pumping Station WQ Location 22405 Jefferson Boulevard Smithsburg, MD 21783 Scott Hose – 240-313-2600		180 TW GBT			150
Washington County Court House 95 West Washington Street Hagerstown, MD 21740 Gene Wolfe – 240-313-2290		526 TW GBT			100
Washington County Free Library 100 South Potomac Street Hagerstown, MD 21740 Sara McCall – 301-739-3250 x164		336 TW			100
Wright Road Pumping Station WQ Location 16211 Wright Road Williamsport, MD 21795 Scott Hose – 240-313-2600		500 TW AST			500
Westfields Pumping Station WQ Location 9442 Morning Dew Drive Hagerstown, MD 21740 Scott Hose – 240-313-2600		180 TW GBT			180
Westfields Pumping Station WQ Location 18133 Penworth Circle Hagerstown, MD 21740		180 TW GBT			180
Sheriff's Department 500 Western MD Parkway Hagerstown, MD 21740 Cody Miller- 240-313-2867 or Shelly Dick – 240-313-2198	10,000 TP UST	(1) 275 (1) 1,000 (2) 500 (1) 400 TW AST		145,000	1,500

Locations / Approximate Usage

Bulk Gasoline and Diesel Fuel Deliveries
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AST – Aboveground Storage Tank / UST – Underground Storage Tank

GBT – Generator Belly Tank / TW – Tank-wagon Deliveries / TP – Transport Deliveries

All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
Washington County Public Schools Transportation Department 820 Commonwealth Avenue Hagerstown, MD 21740 Brian Miller – 301-766-2917		(1) 14,000 TP AST			350,000
Hagerstown Community College 11400 Robinwood Drive Hagerstown, MD 21742 Alicia Cullop – 240-500-2300	(1) 1,000 TW	(1) 1,000 TW		6,000	3,000
City of Hagerstown 51 West Memorial Boulevard Hagerstown, MD 21740 Tyler French – 301-797-6345	(1) 12,000 TP UST	(1) 12,000 TP UST	110,000		90,000
City of Hagerstown Pump Station #1 R.C. Willson Plant 10802 Bottom Road Williamsport, MD 21795 Tyler French – 301-797-6345	(1) 250 TW AST	(1) 4,000 (1) 300 TW AST	600		1,100
City of Hagerstown Pump Station #3 18628 Orchard Hill Parkway (Off Pennsylvania Avenue) Hagerstown, MD 21742 Tyler French – 301-797-6345		(1) 300 TW AST			100
City of Hagerstown Pump Station #4 Off of Howell Road, long lane to Antietam Creek Hagerstown, MD 21740 Tyler French – 301-797-6345		300 TW AST			100
City of Hagerstown Pump Station #6 20302 Greendale (Off Jefferson Boulevard) Hagerstown, MD 21740 Tyler French – 301-797-6345		(1) 300 TW AST			100
City of Hagerstown Pump Station #7, W.W.T.P. One Clean Water Circle Hagerstown, MD 21740 Tyler French – 301-797-6345		300 TW AST			100

Locations / Approximate Usage

Bulk Gasoline and Diesel Fuel Deliveries
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AST – Aboveground Storage Tank / UST – Underground Storage Tank

GBT – Generator Belly Tank / TW – Tank-wagon Deliveries / TP – Transport Deliveries

All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
City of Hagerstown Pump Station #8 Hagerstown Community College off Robinwood Drive Hagerstown, MD 21742 Tyler French – 301-797-6345		300 TW AST			
City of Hagerstown Pump Station #11 On Meadow Dive off Daycotah Avenue (Interstate 81) Hagerstown, MD 21740 Tyler French – 301-797-6345		300 TW AST			100
City of Hagerstown Pump Station #17 55 E. Oak Ridge Road (West Oak Ridge Drive at Review & Herald) Hagerstown, MD 21740 Tyler French – 301-797-6345		300 TW AST			100
City of Hagerstown Pump Station #18 53 Stanford Court (Colonial Park East) Hagerstown, MD 21742 Tyler French – 301-797-6345		300 TW AST			100
City of Hagerstown Pump Station #19 Sasha Boulevard across from Black Rock Golf Course, Mt. Aetna Rd. Hagerstown, MD 21742 Tyler French – 301-797-6345		300 TW AST			100
City of Hagerstown Pump Station #21 Corner of Londontown Drive and Eagle Lane, off of Fair Meadows Boulevard Hagerstown, MD 21742 Tyler French – 301-797-6345		300 TW AST			100
City of Hagerstown Pump Station #22 Off Security Road on Sunnybrook Lane in Summerland Manor Hagerstown, MD 21742 Tyler French – 301-797-6345		300 TW AST			100

Locations / Approximate Usage

Bulk Gasoline and Diesel Fuel Deliveries
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AST – Aboveground Storage Tank / UST – Underground Storage Tank
 GBT – Generator Belly Tank / TW – Tank-wagon Deliveries / TP – Transport Deliveries
 All locations with sixty (60) gallon storage capacity are filled approximately twice a year.

Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
City of Hagerstown Pump Station #23 Centre of Hagerstown off US 40 on Garland Groh Boulevard Hagerstown, MD 21740 Tyler French – 301-797-6345		300 TW AST			100
City of Hagerstown Pump Station #26 Conrad Court off Eastern Boulevard behind Auto Repair Shop Hagerstown, MD 21742 Tyler French – 301-797-6345		300 TW AST			100
City of Hagerstown Pump Station #27 Hagerstown Commerce Center, Dual Highway on All Star Court Hagerstown, MD 2174 Tyler French – 301-797-63450		300 TW AST			100
City of Hagerstown Pump Station #2 13002 Nittany Lion Circle (Collegiate Acres off Salem Avenue across from Broadfording Road) Hagerstown, MD 21740 Tyler French – 301-797-6345		300 TW AST			100
City of Hagerstown Park Avenue Pump Station 153 Park Avenue Hagerstown, MD 21740 Tyler French – 301-797-6345		(1) 300 TW AST			100
City of Hagerstown W. W. T. P. One Clean Water Circle Hagerstown, MD 21740 Tyler French – 301-797-6345		(1) 300 TW AST			100

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Location	Storage Capacity		Approximate Usage		
	Gasoline	Diesel	Gas Unleaded 87 Oct. (E10%)	Gas Unleaded 89 Oct. (E10%)	Diesel Fuel Oil No. 2-D
City of Hagerstown The Greens at Hamilton Run 2 S Cleveland Ave Hagerstown, MD 21740 Tyler French – 301-797-6345	(1) 300 GAL TW AST	(1) 300 GAL TW AST	3,000 GAL	N/A	1,000 GAL
Public Safety Training Center 18350 Public Safety Place Hagerstown, MD 21740 Kevin Lewis – 240-313-4363		(1) 1500 GAL TW AST			

1

POLICY TITLE: Insurance Requirements for Independent Contractors

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, Maryland.

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 the **Board of County Commissioners of Washington County, Maryland** 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.

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 Purchasing Department, Board of County Commissioners of Washington County, Maryland 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, Maryland, 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

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:

- (a) 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;
- (b) 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

**Government-Wide
Debarment and Suspension**

PUR-1578

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

***This page shall be completed and returned with the Form of Proposal.**

Company Name _____

Signature of Contractor’s Authorized Official _____

Printed Name of Contractor’s Authorized Official _____

Printed Title of Contractor’s Authorized Official _____

Date _____

Signature to Bids

Bulk Gasoline and Diesel Fuel Deliveries

PUR-1578

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**PUR-1578
GASOLINE & DIESEL FUEL**

FORM OF PROPOSAL

USE OPIS RACK PRICE AVERAGE (STATED BELOW) PUBLISHED ON SEPTEMBER 23, 2022

OPTION NO. 1 – SEPARATELY AWARDED CONTRACTS

	A	B	C	D	E	
Item	OPIS Newsletter Price as of 09-23-22	Bidder +/- Factor	OPIS Price + Bidder Factor (A + B) Per Gallon	Approx. Gallon Usage	Net Delivered (C x D)	
Section I	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagon	\$2.9385	\$ _____	\$ _____	65,120	\$ _____
	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagon	\$3.1212	\$ _____	\$ _____	6,000	\$ _____
	Total Sum Gasoline Tank-wagon Deliveries as Described in Section I (Option No. 1)				\$ _____	
Section II	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Transport	\$2.7069	\$ _____	\$ _____	197,000	\$ _____
	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Transport	\$2.8369	\$ _____	\$ _____	145,000	\$ _____
	Total Sum Gasoline Transport Deliveries as Described in Section II (Option No. 1)				\$ _____	

OPTION NO. 1 – SEPARATELY AWARDED CONTRACTS

		A	B	C	D	E
	Item	OPIS Newsletter Price as of 09-23-22	Bidder +/- Factor	OPIS Price + Bidder Factor (A + B) Per Gallon	Approx. Gallon Usage	Net Delivered (C x D)
Section III	Total Sum Diesel Tank-wagon Deliveries as Described in Section III No. 2-D Diesel Ultra Low Sulfur	\$3.6691	\$ _____	\$ _____	61,647	\$ _____
Total Sum Gasoline Tank-wagon Deliveries as Described in Section III (Option No. 1)					\$ _____	
Section IV	Total Sum Diesel Transport Deliveries as Described in Section IV No. 2-D Diesel Ultra Low Sulfur	\$3.4799	\$ _____	\$ _____	719,000	\$ _____
Total Sum Gasoline Tank-wagon Deliveries as Described in Section IV (Option No. 1)					\$ _____	

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

Winter Chemical Additive Protection Product Name: _____

Manufacturer's Name: _____

Erasures or changes in bid must be initialed.

_____ **Bidder's Name**

**PUR-1578
GASOLINE & DIESEL FUEL**

FORM OF PROPOSAL

USE OPIS RACK PRICE AVERAGE (STATED BELOW) PUBLISHED ON SEPTEMBER 23, 2022

OPTION NO. 2 – ONE AWARDED CONTRACT

		A	B	C	D	E
	Item	OPIS Newsletter Price as of 09-23-22	Bidder +/- Factor	OPIS Price + Bidder Factor (A + B) Per Gallon	Approx. Gallon Usage	Net Delivered (C x D)
Section I	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagon	\$2.9385	\$ _____	\$ _____	65,120	\$ _____
	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagon	\$3.1212	\$ _____	\$ _____	6,000	\$ _____
	Total Sum Gasoline Tank-wagon Deliveries as Described in Section I (Option No. 2)				\$ _____	
Section II	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Transport	\$2.7069	\$ _____	\$ _____	197,000	\$ _____
	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Transport	\$2.8369	\$ _____	\$ _____	145,000	\$ _____
	Total Sum Gasoline Transport Deliveries as Described in Section II (Option No. 2)				\$ _____	

OPTION NO. 2 – ONE AWARDED CONTRACT

	Item	A	B	C	D	E
		OPIS Newsletter Price as of 09-23-22	Bidder +/- Factor	OPIS Price + Bidder Factor (A + B) Per Gallon	Approx. Gallon Usage	Net Delivered (C x D)
Section III	Total Sum Diesel Tank-wagon Deliveries as Described in Section III No. 2-D Diesel Ultra Low Sulfur	\$3.6691	\$ _____	\$ _____	61,467	\$ _____
Section IV	Total Sum Diesel Transport Deliveries as Described in Section IV No. 2-D Diesel Ultra Low Sulfur	\$3.4799	\$ _____	\$ _____	719,000	\$ _____

TOTAL SUM BID OF ALL SECTIONS TOTALS (SECTIONS I-IV) (Option No. 2):

_____ Dollars \$ _____

(written) (figures)

_____ Cents

(written)

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

Winter Chemical Additive Protection Product Name: _____

Manufacturer's Name: _____

Erasures or changes in bid must be initialed.

Bidder's Name