

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



REQUEST FOR BID NO. B-10000334

**GASOLINE AND DIESEL FUEL
(TRANSPORT AND TANK WAGON)**

Due Date: 3/21/25, Time: 3:00 PM

bid@baltimorecountymd.gov

**Brian Mohney, Senior Buyer
PHONE: 410-887-3243**

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

BIDDER CHECK LIST

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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000334
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BALTIMORE COUNTY, MARYLAND

General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Division of Procurement Services. All bids must be submitted electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the SOLICITATION TITLE in the subject line of the email. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

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

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

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

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

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

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

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

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

2. Award of Solicitations

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

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

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

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

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

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

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

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

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

3. Reservations

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

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

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

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

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

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

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

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

4. Delivery

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

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

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

5. Competition

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

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

more than one unit shall be sufficient cause for rejection of the bid for that specific item.

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

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

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

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

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

6. Terminations

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

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To

terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

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

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

7. Hold Harmless – Indemnification

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

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

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said

defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or subcontractor. In accordance with the **Executive Order 2022-005 dated December 6, 2022**, "an overall goal of 23% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Procurement Services Agent or authorized representative shall be final and binding on both parties. The Procurement Services Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

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

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

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

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

12. Terms of Contract

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

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

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

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

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

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

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at <https://businessexpress.maryland.gov/>.
If you need additional assistance call (410) 767-1184.

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

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

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

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, 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 Article 27, Section 6-225 of the Criminal Procedure Article 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]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations 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 the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) 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;

(2) 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 take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of *(Insert State Name)*: _____

(2) The Business is a *(please select one)*:

- Corporation
- Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietor
- Other: _____

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation (“SDAT”) in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

Yes No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? Yes No

b. Resident Agent as shown in SDAT:

Name: _____

Address: _____

c. If not, is the business in good standing in the formed in State of origination? Yes No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:

- a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
 - b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose. (***You must check one of these***)
- [] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
 - [] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
 - i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____

Name:
 Title:
 (Authorized Representative and Affiant)



First Source Hiring Agreement Overview

What is First Source Hiring?

Baltimore County's First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County's workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs. The intent of First Source is to connect these individuals with new jobs that are generated by the County's investment in contracts or public works; or by business activity that requires approval by the County's Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

- Increase awareness of the resources, services and potential benefits available to help Baltimore County employers meet their workforce needs; and,
- Give economically disadvantaged individuals the first opportunity to apply for new jobs in Baltimore County.

Which businesses can participate in First Source Hiring?

1. Businesses who have leases with the County or on County property; or,
2. Businesses with County contracts for goods, services, and grants under \$300,000 which are projected to create new jobs/positions to fulfill contract terms

How can first source help your business?

Baltimore County Department of Economic & Workforce Development's (DEWD's) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates.

Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County's workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform

- Information on earning tax credits and other employer benefits for new hires (if applicable)
- Workforce and Business Services staff to assist you throughout your recruitment efforts

I'd like to participate in First Source Hiring...Where do I start?

Step #1: Register your business with the [Maryland Workforce Exchange](#). This is an online database to track First Source Hiring job opportunities. As an employer, the Maryland Workforce Exchange can help you promote job openings, search for qualified candidates and share placement information.

Step #2: Businesses or non-profits who receive a non-construction or professional services contract from Baltimore County under \$300,000 are required to project the number of job openings they expect during the contract period. After registering your business with [Maryland Workforce Exchange](#), complete the **First Source Hiring Description Form** and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at firstsourcehire@baltimorecountymd.gov . If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

Step #3: Once you are registered in MWE and Baltimore County receives your **First Source Hiring Description Form** via email, you will be contacted by a member of the Business Development Team to assist with recruitment for your open positions.

Helpful Tips:

Businesses that qualify are asked to post their openings with Baltimore County's First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County's workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.

Company Name	Contact Name
Company Address	City, MD
E-mail Address	Telephone
Acknowledgment Signature	Date

INTENT TO BID FORM

Solicitation No: B-10000334

Title: REQUEST FOR BID NO. B-10000334 GASOLINE AND DIESEL FUEL (TRANSPORT AND TANK WAGON)

Submittal of this form allows us to complete our vendor responsibility review prior to the proposal opening for those vendors that intend to submit a proposal. Submittal of this form in no way obligates your company to submit a proposal. Please email the completed form to bmohney@baltimorecountymd.gov by 3/14/25, 4:00 pm.

If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.**
 - Time allotted for completion of the Bid/Proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Other: _____
-
-

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

SIDE 2

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

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

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

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

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

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



BALTIMORE COUNTY, MARYLAND
INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$1,000,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$1,000,000
any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000334
GASOLINE AND DIESEL FUEL (TRANSPORT AND TANK WAGON)**

GENERAL CONDITIONS AND SPECIFICATIONS

Baltimore County shall oversee the solicitation process and shall serve as the lead jurisdiction (the "Lead Jurisdiction") for the solicitation and award to the lowest responsive and responsible bidder. Competitive sealed bids addressed to the purchasing agent of Baltimore County (the "Purchasing Agent") for furnishing and delivering the items described in this solicitation will be received at the time, date and place identified herein. Unless otherwise specified, all formal bids submitted shall be irrevocable for ninety (90) calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agree to an extension.

1. GENERAL CONDITIONS AND SCOPE.

- 1.1 The following specifications are intended to cover the standards, purchase and delivery of Gasoline and Diesel Fuel as required for the participating jurisdictions and entities in this cooperative purchase:

Baltimore County, Maryland, Baltimore County Public Schools, Community Colleges of Baltimore County, Baltimore County Volunteer Fire Department, Harford County, and Harford County Public Schools.

- 1.2 Bids will be for various grades of fuels. A list of sites with the approximate storage capacity is attached to the specifications as Exhibit A. Each participating jurisdiction or entity reserves the right to add products and to add or delete delivery locations during the term of each participating jurisdiction or entity's contract.
- 1.3 THIS IS A REQUIREMENTS TYPE CONTRACT AND THE QUANTITIES STATED HEREIN ARE ESTIMATES OF ANTICIPATED USAGE. THESE ARE ONLY ESTIMATES. EACH PARTICIPATING JURISDICTION OR ENTITY SHALL PURCHASE ITS GASOLINE AND DIESEL FUEL ONLY FROM THE VENDOR. IN NO EVENT SHALL ANY PARTICIPATING JURISDICTION OR ENTITY BE RESPONSIBLE OR LIABLE FOR FAILURE OF ITS OR ANY OTHER PARTICIPATING JURISDICTION'S OR ENTITY'S DEVIATION FROM THESE ESTIMATES.
- 1.4 Disputes over the execution of any participating jurisdiction or entity's contract shall only be the responsibility of the participating jurisdiction or entity involved and shall be resolved between the Vendor and the applicable participating jurisdiction or entity.
- 1.5 A bid deposit is not required for this procurement.

2. PRODUCT INFORMATION.

- 2.1 The specification sheets will provide a description of the products together with the approximate quantity proposed by the various participating jurisdictions and entities.

3. DELIVERY.

- 3.1 The Vendor shall be required to make deliveries to each participating jurisdiction and entity within twenty-four (24) hours from acceptance of telephone request or receipt of written request from said participating jurisdiction or entity. **(No Exceptions)**.

- 3.1.1 The Vendor is responsible that the local carrier be familiar with all delivery locations. Daily switching of carriers will not be tolerated. Each bidder shall submit with its bid a Letter of Commitment from the carrier for the various products.
- 3.1.2 Automatic deliveries may also be arranged per the sole discretion of each participating jurisdiction or entity.
- 3.1.3 The Vendor shall e-mail or fax a list of all scheduled deliveries to each participating jurisdiction or entity for each day that deliveries are scheduled. The list shall include all deliveries scheduled for the calendar month and delivery dates for completed deliveries in that month. Lists for each month should be issued daily until all deliveries for the month are complete.
- 3.1.4 This applies to Transport Delivery contract carriers only. Vendors using their own transport are excluded. Bidders should indicate if they have their own carrier or are using contract carriers. This provision may be waived at the discretion of a participating jurisdiction or entity through mutual agreement with the Vendor.
- 3.2 The Vendor shall keep an adequate supply of gasoline and diesel fuel available to fill requirements at all times.
- 3.3 The Vendor shall be required to provide "proof of delivery". A delivery ticket must be presented with each load of fuel delivered.
 - 3.3.1 The delivery ticket shall show the name of the individual responsible for the delivery of the fuel and must be signed by the person in charge at the point of delivery.
 - 3.3.2 One copy of the delivery ticket shall be forwarded by the Vendor with a copy of the invoice and a second copy of the delivery ticket shall be left at the point of delivery, at the time of delivery.
 - 3.3.3 Unsigned tickets may not be left at the delivery location. It shall be the driver's responsibility alone to ensure that a ticket has been signed. Invoices, for which there is not a signed delivery ticket may not be authorized for payment. Emergency deliveries or deliveries after hours may be excluded.
- 3.4 Should the Vendor fail to deliver gasoline and diesel fuel promptly when ordered, the requesting participating jurisdiction or entity reserves the right to procure the order elsewhere, in which event, the extra cost of procuring such fuel above the contract price may be charged against the Vendor and may be deducted from any moneys due or which may become due.
- 3.5 Emergency Delivery
 - 3.5.1 The Vendor shall be required to make emergency fuel deliveries (gasoline or diesel fuel) twenty-four (24) hours per day, three hundred sixty-five (365) days per year to any MHz Communication site or any site within a stated participating jurisdiction or entity that personnel deem as an emergency.
 - 3.5.2 Emergency type deliveries **must** be made within two (2) hours after receipt of call. **(No Exceptions)**.
 - 3.5.3 Eight-Hundred (800) MHz deliveries **must** be made within five (5) hours after receipt of call. **(No Exceptions)**.

- 3.5.4 The cost of emergency delivery shall be stated per hour/plus cost of fuel. The Vendor shall quote the hourly rate as a separate line item on the bid page.
 - 3.5.5 Before entering into the contracts with each participating jurisdiction and entity, the Vendor shall supply a minimum of three (3) names of individuals with the home telephone numbers and cell phone numbers, who can be contacted 24 hours a day, 7 days a week, in the event of an emergency.
 - 3.5.6 The final decision for gasoline delivery, diesel fuel delivery, or both is the decision of each participating jurisdiction or entity.
 - 3.5.7 Failure to have someone on twenty-four (24) hour call, failure to respond to an emergency, or failure to meet delivery requirements as outlined may result in an immediate termination of the contract with the applicable participating jurisdiction or entity.
- 3.6 The Emergency Delivery requirement may be applied to each and all of the participating jurisdictions and entities if required or as the need arises.

4. PRICING.

- 4.1 The participating jurisdictions and entities intend to purchase gasoline and diesel fuel on an as needed basis, based on either a variable price (OPIS) tied to a published index as defined below or a firm fixed price. The participating jurisdictions and entities hereby authorize the Purchasing Agent to establish the pricing for their purchases of gasoline and diesel fuel at either a variable price (OPIS) or a firm fixed price on behalf of each participating jurisdiction or entity.
- 4.2 The Lead jurisdiction anticipates that contracts awarded pursuant to this Request for Bid will commence on or about July 1, 2025, however, it reserves the right at any time after award to lock in the price, to begin on or about July 1, 2025, should it determine the market to be favorable. The Lead Jurisdiction will have the option to elect either OPIS pricing or firm fixed pricing for a set number of gallons during an estimated period of one month or longer. The price will remain fixed for those gallons until used by the participating jurisdictions and entities (each a "Lock-In Period") at which time the Lead Jurisdiction will again elect either OPIS pricing or Firm Fixed pricing for another set number of gallons.
- 4.3 Bidders are requested to submit prices based on the following:
 - 4.3.1 Gasoline and Diesel Fuel (Delivery Charges Included)
 - 4.3.2 The factor cost per gallon offered by the bidder shall include each and every item of expense connected with the furnishing and delivery of said fuel, to points of delivery, extended to four (4) decimal places.
 - 4.3.3 All factor prices quoted must be:
 - 4.3.3.1 Exempt from Federal Excise Tax.
 - 4.3.3.2 Exclusive of State Excise Tax, Maryland Oil Transfer Fee Tax, or Federal Lust Tax. All Taxes mentioned above must be listed separately on invoices and should not be listed as components of the factor price. Note: Some participating jurisdictions or entities may elect to exclude State Excise Taxes on invoices for diesel fuel.

4.3.3.3 Inclusive of any charges, levies and or fees not mentioned above, are to be listed as components of the factor price.

4.4 The participating jurisdictions and entities are requesting that bidders quote prices as follows:

4.4.1 Oil Price Information Service (OPIS) index plus or minus a factor. On Proposal 1 bid the factor price only.

4.4.2 OPIS: Pricing and adjustments are to be taken from the "average" of the Baltimore, Maryland Refiner to Reseller prices FOB terminals as listed by OPIS; prices of the Monday preceding the delivery and may only be changed as new OPIS prices become available (weekly). The factor quoted shall remain firm for the term of the contract.

4.4.3 Firm Fixed Price. For purposes of establishing the firm fixed price for gasoline and diesel fuel, the reference index will be the New York Mercantile Exchange (NYMEX) Futures Market Real Time Contract Pricing based on the "most recent settle" price. For gasoline use "New York Harbor RBOB Gasoline and For Ultra Low Sulphur Diesel use "Heating Oil". On Proposal 2 each bidder must submit a factor price, which when added to the NYMEX Reference Price, will equal the firm fixed price for gasoline and diesel fuel for the nomination period. The factor quoted shall remain firm for the term of each contract hereunder. On Proposal 2 bid the factor price only.

4.4.4 On Proposal 3 bidders are requested to provide a price for an hourly rate for emergency delivery and split load deliveries.

5. **BID REQUIREMENTS:**

5.1 The following requirements must be submitted with your bid response and will be considered in the award. Failure to do so may result in rejection of your bid.

5.1.1 Evidence of financial capability to make the required purchases of fuel during any lock-in period requested.

5.1.2 Description of prior experience serving similar local jurisdictions of comparable size. Include references, contact names and telephone numbers.

6. **TERM OF CONTRACT.**

6.1 This Request for Bid will result in requirements type contracts for each participating jurisdiction and entity for a period of three (3) years effective on or about July 1, 2025 through June 30, 2028, after approval and proper execution by each participating jurisdiction and entity of its applicable and respective contract documents. The Vendor understands and agrees that the Lead Jurisdiction on behalf of all the participating jurisdictions and entities reserves the right to negotiate up to three (3) additional one-year terms thereafter, on terms and conditions as may be mutually agreed upon by the Lead Jurisdiction on behalf of all of the participating jurisdictions and entities and the Vendor.

7. **DOCUMENTS.**

7.1 All bidders are to submit with their bid, clear and legible photocopies of the following specific documents:

7.1.1 Maryland Certificate of Registration Motor Fuel Inspection.

7.1.2 Maryland Motor Fuel License, Class B Gasoline Dealer.

7.1.3 Maryland Motor Fuel License, Class S Special Fuel Seller

7.1.4 Maryland Special Fuel Tax Exemption Certificate

7.2 The participating jurisdictions and entities each reserve the right to require the Vendor to furnish evidence of sufficient financial responsibility to enable the fulfillment of the contract and that sufficient equipment and storage facilities are available to insure delivery within the terms of the contract.

8. INQUIRIES.

8.1 Any inquiries or questions regarding this bid should be directed to Brian Mohney, Senior Buyer, Purchasing Division, Baltimore County Government, by phone: (410) 887-3243, or by e-mail: bmohney@baltimorecountymd.gov

8.2 The deadline for written questions pertaining to this solicitation is the close of business on March 14, 2025.

9. REQUIREMENTS OF PARTICIPATING JURISDICTIONS AND ENTITIES.

9.1 The projected requirements and delivery locations of participating jurisdictions and entities are included.

9.2 All terms and conditions of this solicitation will apply to all participating jurisdictions and entities. Each participating jurisdiction and entity will issue purchase orders and invoicing will be in accordance with the specific participating jurisdiction or entity's requirements.

9.3 The Lead Jurisdiction shall not be responsible for issuing the purchase orders for other participating jurisdictions and entities or be responsible for payment of invoices for product purchased by those participating jurisdictions and entities.

9.4 The Lead Jurisdiction assumes no liability or obligation on behalf of any other participating jurisdiction or entity. All purchases and payment transactions will be made directly between the Vendor and the applicable participating jurisdiction or entity.

10. METHOD OF AWARD.

10.1 The Lead Jurisdiction intends to make award to the lowest responsible bidder(s) meeting all specifications for the Total Bid for each participating jurisdiction and entity. The award may be made on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the participating jurisdictions and entities. Each participating jurisdiction or entity shall issue a purchase order for its portion of the bid.

10.1.1 Notwithstanding the foregoing, Diesel Fuel, (Transport and Tank Wagon) ULSD and ULSD Winter Blend will be awarded as an aggregate.

11. INSURANCE.

- 11.1 The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 11.2 The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 11.3 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

12. REPAIR OF DAMAGES.

- 12.1 Damages to property and spillage caused by the Vendor must be corrected immediately. In the event of a spillage, the damage must be corrected at the time of the occurrence. The Vendor shall notify the designated department specified by the participating jurisdiction or entity, immediately of damage to property or spillage.
- 12.2 Any repair of damage or correction of spillage performed by any participating jurisdiction or entity due to the Vendor's failure to make timely or satisfactory repairs/corrections shall be charged against the Vendor's account.

13. LAWS AND PERMITS.

- 13.1 The Vendor shall, without additional cost to the participating jurisdictions and entities, be responsible for obtaining any necessary licenses and permits, and for complying with any and all Federal, State and Local Laws, Codes and Regulations in connection with the performance of the contracts.

14. ADDITIONAL REQUIREMENTS.

- 14.1 All fuel to be delivered on any order shall be free of foreign matter and impurities and shall be equal to or better in every way than the kind and grade certified in the originating bid. All grades of fuel must be homogenous at time of delivery and remain so in normal storage.
- 14.2 The Vendor may not, without specific authorization of the applicable participating jurisdiction or entity, substitute a fuel of either a higher or lower grade than specified in the applicable contract for each point of delivery.
- 14.3 Failure to conform with the requirements set forth in parts 14.1 and 14.2 immediately preceding shall, at the option of the participating jurisdiction or entity, be deemed sufficient reason for rejection of any lot of fuel delivered, and the Vendor shall, at no expense to the participating jurisdiction or entity, remove that fuel from the tank(s) and shall perform whatever services shall be necessary to restore the tank(s) and other equipment to an operable condition to the full satisfaction of the participating jurisdiction or entity. Further, the Vendor shall make full restitution for the quantities of fuel known to have been in the tank(s) immediately prior to the delivery of the rejected lot of fuel, and for any damage to the building, furnishings and equipment that may have ensued from the entry of the rejected fuel.

14.4 One (1) gallon of fuel shall be equal in volume to one (1) fluid gallon as defined by the United States Bureau of Standards.

15. SPECIFICATIONS.

15.1 This bid is for no-lead, reformulated gasoline with ethanol and ultra-low sulphur diesel.

15.2 The fuels delivered must meet all Federal, State and local requirements for fuel delivered for highway use in the Baltimore and surrounding county areas.

15.3 Gasoline with Ethanol

15.3.1 The gasoline to be furnished under these contracts shall conform to all applicable A.S.T.M. and SAE standards and must be of a quality equal to similar products furnished to the refiner's retail service stations. (Table 1)

15.3.2 All deliveries of fuel shall be measured by meters designed to imprint meter readings and such meter readings shall be imprinted on the copies of the delivery tickets presented to the participating jurisdiction and/or entity for each delivery.

15.3.3 The formula for rating of gasoline covered by this contract shall be as follows:

$$\frac{R + M}{2}$$

15.3.3.1 Minimum Octane rating for premium unleaded gasoline shall be 92.

15.3.3.2 Minimum Octane rating for mid-grade unleaded gasoline shall be 89.

15.3.3.3 Minimum Octane rating for low-grade unleaded gasoline shall be 87.

15.3.4 Unleaded gasoline shall have a minimum octane rating of the above and shall contain a 10% mixture of ethanol. No other enhancers for the purpose of increasing octane are acceptable.

15.3.5 Requirements regarding Federal/State regulations for the grades of gasoline such as "Oxygenated" and "Reformulated" shall be included on the proposal sheets.

15.4 Ultra Low Sulphur Diesel

15.4.1 The ultra-low sulphur diesel to be furnished under these contracts shall conform to all applicable A.S.T.M. and S.A.E. standards and must be of a quality equal to similar products furnished to the refiner's retail service stations.

15.4.2 Ultra Low Sulphur Diesel / Winter Blend. During the winter months, November through March, all participating jurisdictions and entities will require the Vendor to add a Winter Diesel Fuel Additive (AGPW). The ultra-low sulphur diesel blended with Winter Diesel Fuel Additive (AGPW) will have a -30°F pour point with a low temperature flow of -5°F to -10°F with a de-icing agent added to prevent any condensation from freezing.

15.4.3 All Winter Diesel Fuel Additive (AGPW) shall be added at the terminal at the time of loading.

15.4.4 All deliveries of fuel shall be measured by meters designed to imprint meter readings and such meter readings shall be imprinted on the copies of the delivery tickets presented to the participating jurisdiction and/or entity for each delivery.

16. ASSIGNMENT.

16.1 No contract resulting from this selection and the compensation, which may become due thereunder, is assignable except with prior written approval of the applicable participating jurisdiction or entity.

17. INTEGRATION.

17.1 These bid documents and subsequent purchase orders and/or contracts by each participating jurisdiction or entity to the Vendor contain the entire understanding between the Vendor and each participating jurisdiction or entity and any additions or modifications thereto may only be made in writing executed by the Vendor and the respective participating jurisdiction or entity.

18. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE): The resulting minority and women business participation requirement for this contract is **10%, which shall only apply to sub-contracting of transportation services for delivery of the product.**

18.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.

18.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.

18.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

18.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The prime must provide a contact person and

contact information for the MBE/WBE compliance reporting. If the prime cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

19. ELECTRONIC SUBMITTAL PROCESS.

19.1 The cost of preparing Bids is the responsibility of Bidders.

19.2 **To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.**

19.2.1 **DO NOT CARBON COPY** (cc) the buyer on the bid submission.

19.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2, etc.* Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

19.4 After submitting a Bid to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described in 19.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

19.5 As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.

19.6 The County reserves the right to waive minor irregularities in conjunction with Bids.

BALTIMORE COUNTY, MARYLAND,
BALTIMORE COUNTY PUBLIC SCHOOLS, COMMUNITY COLLEGES OF BALTIMORE COUNTY,
BALTIMORE COUNTY VOLUNTEER FIRE DEPARTMENTS, BALTIMORE COUNTY REVENUE
AUTHORITY, HARFORD COUNTY, AND HARFORD COUNTY PUBLIC SCHOOLS

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000334
GASOLINE AND DIESEL FUEL (TRANSPORT AND TANK WAGON)
Due Date: 03/21/25, Time: 3:00 P.M.

PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: _____

ADDRESS: _____

_____ (City) _____ (State) _____ (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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

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

Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package. _____

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

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

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

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

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

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

**BALTIMORE COUNTY, MARYLAND,
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AUTHORITY, HARFORD COUNTY, AND HARFORD COUNTY PUBLIC SCHOOLS**

**REQUEST FOR BID NO. B-10000334
GASOLINE AND DIESEL FUEL (TRANSPORT AND TANK WAGON)
Due Date: 03/21/25, Time: 3:00 P.M.**

PROPOSAL 1		PRICE SHEET
LINE NO.	COMMODITY/SERVICE DESCRIPTION	OPIS + / - BID FACTOR ONLY
	<u>PROPOSAL 1</u>	
1	<p>COMMODITY CODE: 405-09 Gasoline, 87 Octane, Transport (Over 8200 Gallons).</p> <p>Estimated Annual Volume 1,998,000 Gallons.</p>	FACTOR \$ _____/GALLON
2	<p>COMMODITY CODE: 405-09 Gasoline, 87 Octane, Tankwagon (Under 8200 Gallons).</p> <p>Estimated Annual Volume 1,226,000 Gallons.</p>	FACTOR \$ _____/GALLON
3	<p>COMMODITY CODE: 405-09 Fuel, Diesel, Ultra Low Sulphur, Transport (Over 7200 Gallons).</p> <p>Estimated Annual Volume 1,578,000 Gallons.</p>	FACTOR \$ _____/GALLON
4	<p>COMMODITY CODE: 405-09 Fuel, Diesel, Ultra Low Sulphur, Winter Blend, November – March, Transport (Over 7200 Gallons).</p> <p>Estimated Annual Volume 1,054,000 Gallons.</p>	FACTOR \$ _____/GALLON

**BALTIMORE COUNTY, MARYLAND,
BALTIMORE COUNTY PUBLIC SCHOOLS, COMMUNITY COLLEGES OF BALTIMORE COUNTY,
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**REQUEST FOR BID NO. B-10000334
GASOLINE AND DIESEL FUEL (TRANSPORT AND TANK WAGON)
Due Date: 03/21/25, Time: 3:00 P.M.**

PROPOSAL 1 CONTINUED		PRICE SHEET
LINE NO.	COMMODITY/SERVICE DESCRIPTION	OPIS +/- BID FACTOR ONLY
	<u>PROPOSAL 1 CONTINUED</u>	
5	COMMODITY CODE: 405-09 Fuel, Diesel, Ultra Low Sulphur, Tankwagon (Under 7200 Gallons). Estimated Annual Volume 1,190,000 Gallons.	FACTOR \$ _____/GALLON
6	COMMODITY CODE: 405-09 Fuel, Diesel, Ultra Low Sulphur, Winter Blend, November – March, Tankwagon (Under 7200 Gallons). Estimated Annual Volume 638,000 Gallons.	FACTOR \$ _____/GALLON

PROPOSAL 1 TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NUMBER _____

**BALTIMORE COUNTY, MARYLAND,
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AUTHORITY, HARFORD COUNTY, AND HARFORD COUNTY PUBLIC SCHOOLS**

**REQUEST FOR BID NO. B-10000334
GASOLINE AND DIESEL FUEL (TRANSPORT AND TANK WAGON)
Due Date: 03/21/25, Time: 3:00 P.M.**

PROPOSAL 2		PRICE SHEET
LINE NO.	COMMODITY/SERVICE DESCRIPTION	FIRM FIXED PRICE BID FACTOR ONLY
	<u>PROPOSAL 2</u>	
7	COMMODITY CODE: 405-09 Gasoline, 87 Octane, Transport (Over 8200 Gallons). Estimated Annual Volume 1,998,000 Gallons.	FACTOR \$ _____/GALLON
8	COMMODITY CODE: 405-09 Gasoline, 87 Octane, Tankwagon (Under 8200 Gallons). Estimated Annual Volume 1,226,000 Gallons.	FACTOR \$ _____/GALLON
9	COMMODITY CODE: 405-09 Fuel, Diesel, Ultra Low Sulphur, Transport (Over 7200 Gallons). Estimated Annual Volume 1,578,000 Gallons.	FACTOR \$ _____/GALLON
10	COMMODITY CODE: 405-09 Fuel, Diesel, Ultra Low Sulphur, Winter Blend, November – March, Transport (Over 7200 Gallons). Estimated Annual Volume 1,054,000 Gallons.	FACTOR \$ _____/GALLON

**BALTIMORE COUNTY, MARYLAND,
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AUTHORITY, HARFORD COUNTY, AND HARFORD COUNTY PUBLIC SCHOOLS**

**REQUEST FOR BID NO. B-10000334
GASOLINE AND DIESEL FUEL (TRANSPORT AND TANK WAGON)
Due Date: 03/21/25, Time: 3:00 P.M.**

PROPOSAL 2 CONTINUED		PRICE SHEET
LINE NO.	COMMODITY/SERVICE DESCRIPTION	FIRM FIXED PRICE BID FACTOR ONLY
	<u>PROPOSAL 2 CONTINUED</u>	
11	COMMODITY CODE: 405-09 Fuel, Diesel, Ultra Low Sulphur, Tank Wagon, (Under 7200 Gallons). Estimated Annual Volume 1,190,000 Gallons.	FACTOR \$ _____/GALLON
12	COMMODITY CODE: 405-09 Fuel, Diesel, Ultra Low Sulphur, Winter Blend, November – March, Tankwagon (Under 7200 Gallons). Estimated Annual Volume 638,000 Gallons.	FACTOR \$ _____/GALLON

PROPOSAL 2 TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NUMBER _____

**BALTIMORE COUNTY, MARYLAND,
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PROPOSAL 3		PRICE SHEET		
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	PRICE
	<u>PROPOSAL 3</u>			
13	COMMODITY CODE: 405-09 Delivery, Emergency.	1	HOUR	\$ _____
14	COMMODITY CODE: 405-09 Option, Split Load Delivery, Transport Loads To Two (2) Different Locations.	1	EACH	\$ _____

PROPOSAL 3 TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NUMBER _____