



INVITATION FOR BIDS (IFB) NO. 22-004

ONLINE BIDDING
FOR
COOPERATIVE PURCHASE OF
ULTRA-LOW SULFUR DIESEL (ULSD)
(REVERSE AUCTION)

Bidders shall submit an electronic copy of their qualifications to the COG LOCKBOX system, as per the submission instructions in Section XI of this IFB.

Qualifications Due Date: March 29, 2022 by 2:00PM ET

Reverse Auction to be Held: April 8, 2022 at 11:00AM ET

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I. SUMMARY

Goods Requested	Ultra-Low Sulfur Diesel (ULSD)
Number of Contracts	Multiple
Duration of Contract	One (1) year, with options to renew up to four (4) times for one (1) additional year each
Planned Duration of IFB Advertisement	4 weeks
Start of Advertisement Period For IFB	February 28, 2022
Optional Pre-Bid Conference Call	March 10, 2022 at 11:00AM ET
Deadline For All Questions	March 17, 2022 by 2:00PM ET
Deadline For COG Responses to Questions, Either Asked During Pre-Bid Conference Call or Written	March 22, 2022
Deadline For Submission of Qualifications	March 29, 2022 by 2:00PM ET
Formal Bid Invitation	April 1, 2022
Vendor Training	April 4 - 6, 2022
Deadline For Initial Bids	April 7, 2022 by 2:00PM ET
Reverse Auction	April 8, 2022 at 11:00AM ET

II. INTRODUCTION

- A. The Metropolitan Washington Council of Governments (“COG”) is the regional organization of 24 of the Washington metropolitan area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern, including coordinating public safety programs for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through donations from foundations and the private sector. More information on COG may be found at www.mwco.org.
- B. This Invitation for Bids (“IFB”) invites qualified vendors to respond regarding an Online Reverse Auction Bidding Event resulting in contracts for the procurement of Ultra-Low Sulfur Diesel (“ULSD”), involving multiple geographic zones and delivery methods. The online reverse auction bidding event will be conducted by eBridge Business Solutions, LLC (“eBridge”) on behalf of COG for the benefit of both COG’s members and any additional jurisdictions/agencies/entities expressing interest that are included in this IFB (each referred to as a “Participating Agency” and collectively as “Participating Agencies”).
- C. The Intent of this IFB is to establish a price differential for the purchase of diesel fuel for participating COG members and other participating jurisdictions/agencies/entities, as more specifically described below.

- D. In accordance with the terms of this IFB, bidders interested in responding shall comply with these instructions and the requirements described in this IFB, including all mandatory submissions. A responding bid shall consist of two parts: (1) a complete and accurate response to this IFB, which COG will utilize to determine a bidder's eligibility to participate in the on-line reverse auction bidding event and (2) at a later date, price submissions by eligible bidders via reverse auction and a determination of the lowest price offered by eligible responsive and responsible bidders, all as specified more particularly below.
- E. COG is using an online bidding methodology provided by eBridge, which includes an on-line reverse auction and is set forth in greater detail in this IFB. Responding bidders (each referred to below as "Bidder" or "Contractor") must be able to meet all stated requirements and meet the specifications set forth in this IFB. **DO NOT SUBMIT PRICING AT THIS TIME. THIS WILL BE DONE EXCLUSIVELY ONLINE BY ELIGIBLE BIDDERS.**
- F. At the conclusion of the reverse auction, COG will distribute the pricing results of the reverse auction to all Participating Agencies so that each Participating Agency, if they so choose, may make award to the Bidder that such Participating Agency selects based upon the terms of this IFB and the guidelines, laws and regulations applicable to each Participating Agency and each Participating Agency's award process. Sometime after the conclusion of the reverse auction, each Participating Agency that wishes to contract with a Bidder will contact that Bidder directly.

III. SPECIFICATIONS

- A. This IFB covers Ultra-Low Sulfur Diesel (ULSD) for use in automotive applications.
- B. The diesel fuel to be furnished and delivered under the resulting contracts must be Ultra-Low Sulfur (ULSD) (15ppm) Type 2 ON-ROAD Diesel and must be volatile, hydrocarbon fuel, free from water and suspended matter and must meet the physical and chemical requirements of the product specification ASTM D975. The Contractor's vehicles used to make deliveries must meet the United States Environmental Protection Agency's ("EPA") requirements for highway vehicle fuel.
- C. Additionally, diesel fuel sold under the resulting contracts must meet the standards for sale in the District of Columbia, State of Maryland, and the Commonwealth of Virginia, as applicable, as fuel may be delivered within each jurisdiction.
- D. ULSD specifications must automatically adjust to all changes mandated by federal, state and/or local laws and/or regulations. Specification changes must become effective on the date(s) stated by the mandated federal, state and/or local laws and/or regulations. The bid price differential bid during the reverse auction will remain unchanged for the term of the resulting contracts. The ULSD furnished under this specification must meet all applicable legal requirements.
- E. Any additive used in the ULSD purchased under the resulting contracts for winterization or any other purpose must be registered under the EPA's Fuels and Fuel Additives Registration 40 CFR Part 79.

F. The physical and chemical requirements of ULSD are as follows:

PROPERTY	UNITS	SPECIFICATION	TEST METHOD
APPEARANCE			
Color	Rating	Un-dyed	Visual
Odor		Satisfactory	
COMPOSITION PROPERTIES			
Sulfur	%w	Max.0.0015	ASTM D-2622/ D-4294
Cu Corrosion	Rating	Max.3	ASTM D-130
Alkali or Mineral Acids		Neutral	ASTMD-974
VOLATILITY			
Flash Point	Deg. F	Min.125	ASTM D-93/D-56
Initial Boiling Point	Deg. F	Min.325	ASTM D-86
Distillation, 90% recovery_	Deg. F	Max.530	ASTMD-86
Final Boiling Point	Deg. F	Max. 572	ASTM D-86
Recovered Volume	%Min.#	98	ASTM D-86
FLUIDITY			
API Gravity		37.0 – 51.0	ASTM D-287/ D-1298
Cloud Point	Deg. F	Max. -10	ASTMD-2500
Viscosity @100 Deg. F	c St	1.4 -3.6	ASTMD-445
Pour Point	Deg. F	Max. -35	ASTMD-97
CONTAMINANTS			
Ash, % Max.	%Mass	Max.0.01	ASTM D-482
Carbon Residue on 10% Bottoms, Ramsbottom, %Max.	%Mass	Max. 0.15	ASTM D-524
Water and Sediment % Max.	%VOL	Max. 0.02	ASTM D-2709
Accelerated Stability	Mg/L	15	ASTM D-2274
Haze Rating @ 25 Deg. C	Rating	Max.2	ASTM D-4176
ADDITIVES:			
Lubricity, applied load OR	Gram	Min.3100	ASTM D-6078
Lubricity, WSD, @60C	Mm	Max.0.45	ASTM D-6079

G. Contractor must provide traceability on all shipments back to refinery or within five business days upon request from the Participating Agency. The delivered product must be inspected and tested per the methods specified in active standards, ASTM D5453 for sulfur, D5186 for aromatics and other test methods specified in ASTMD975.

H. The Participating Agency may, at any time, take a sample of the delivered fuel and conduct an independent test to determine quality of fuel. If the test analysis shows that the fuel does not comply with these specifications, the supplier shall be responsible for all the cost related to the test analysis, including shipping and lab test(s), the Participating Agency shall have the right to refuse or to accept fuel.

- I. Contractor must ensure that all trucks, railcars, and vessels shall be drained, cleaned, and inspected prior to loading if the previous load contained other petroleum product(s) that would contaminate the diesel fuel. The diesel fuel must be visually free of un-dissolved water, sediment, and suspended matter.
- J. Contractor must provide Material Safety Data Sheet (“MSDS”) for diesel fuel and all other chemicals intentionally added into diesel fuel including additives. MSDS shall accompany first delivery at each location. At the time of delivery, diesel fuel shall comply with all Federal, State laws and regulations applicable to ULSD.

IV. SCOPE

- A. This is a cooperative IFB issued by COG on behalf of Participating Agencies that seek pricing for the purchase of their respective estimates known and future annual requirements for ULSD. COG is acting as the Soliciting Agent for the Participating Agencies and shall not be held liable for any costs, damages, claims, or obligations incurred by any Participating Agency.
- B. See Attachment B: Agency and Zone Information for information on Participating Agencies seeking pricing for the purchase of ULSD. Past purchase history is no guarantee of future purchases and future purchases may be below or exceed past usage amounts.
- C. Each Bidder agrees when submitting its online bid, unless otherwise stipulated, that it will make available to all agencies, departments, bi-County agencies, in-County municipalities, and certain other eligible public entities which receive funding from the given Participating Agency, the prices offered in accordance with the bid terms and conditions. Verification of eligibility to participate in a contract may be requested from the Participating Agency.

V. OPTIONAL PRE-BID CONFERENCE

- A. An optional pre-bid conference will be held on the date listed above in Section I. Summary. It is optional, though highly recommended, that prospective Bidders attend the pre-bid conference.
- B. The pre-bid conference will be held via an audio-only conferencing center.
Dial: (202) 650 -0424, Conference ID 493 911 169#

VI. INSPECTION OF FACILITIES

- A. Each Bidder responding to this IFB is strongly encouraged to visit the premises and thoroughly familiarize themselves with the existing conditions and details, and fully understand the facilities, restrictions, and difficulties pertinent to delivery, site, existing equipment relative to the delivery, and all other necessary information pertinent to the supplying of ULSD under this IFB. Failure on the part of the Bidder to examine the premises and contract documents, in no way relieves the Bidder from any obligation with respect to its bid(s) or resulting contract(s). Arrangements for inspection of facilities must be made through individual Participating Agency’s authorized contact, see Attachment H.

VII. PRICING

- A. Prices bid by eligible Bidders during the online reverse auction will be in accordance with the structures outlined on the Bid Qualification Forms referenced in Section XIII, Parts 1 through 3. Prices bid during the online reverse auction must be submitted under the economic price differential and must show the net per gallon price differential inclusive of all charges with transportation F.O.B destination, inside delivery and exclusive of all taxes. Price adjustments will be computed from these price differentials only. PLEASE NOTE: PRICING DIFFERENTIALS OBTAINED THROUGH THE USE OF THE ONLINE BID SERVICE WILL BE BASED UPON ASSUMING AN OPIS PRICE OF ONE DOLLAR (\$1). PRICING DIFFERENTIALS ENTERED ONLINE ABOVE ONE DOLLAR (\$1) WILL BE READ AS A POSITIVE NUMBER (EXAMPLE: a bid of \$1.0166 will be read as .0166 above the OPIS index); THOSE DIFFERENTIALS BELOW ONE DOLLAR (\$1) WILL BE READ AS A NEGATIVE NUMBER (EXAMPLE: a bid of \$0.9834 will be read as negative (.0166) below the stated OPIS index).
- B. Contract prices will be computed by the base prices under the OPIS Gross Rack “average”, FOB Baltimore, for the product to be purchased, published by Oil Price Information Service (“OPIS”), 2099 Gaither Road, Fifth Floor, Rockville, Maryland 20850, (301) 284-2000, plus or minus the quoted price differentials. Price revisions including increases and decreases will become effective and computed from the time of pick-up at the terminal.
- C. ULSD price will be computed by the OPIS Gross Rack “average” price, FOB Baltimore for No. 2 Diesel. At the Participating Agency’s discretion, it may order “Winterized” ULSD. For orders of “Winterized” ULSD the Ultra-Low Sulfur Winter Distillate “rack average” for No.2 Diesel will be used to compute price.
- D. The Revised Price per Gallon must be calculated using the following formula:
- THE REVISED PRICE (a) = Current Price (b) plus (+)/minus (-) Bidder’s Price Differential (c)
- E. Formula Definitions:
1. The REVISED PRICE is the effective price per gallon on the day of delivery.
 2. CURRENT PRICE is the OPIS Gross Rack “average”, FOB Baltimore price per gallon for each product, as published on each Monday of the month during the contract performance period.
 3. BIDDER’S PRICE DIFFERENTIAL is the per gallon price differential added to or subtracted from the Current Price per gallon for ULSD and Winterized ULSD for Bid Forms referenced in Section XIII, Parts 1 through 3. This price differential is to be inclusive of all costs associated with doing business with the Participating Agencies, excluding those identified in the tax clause of this solicitation. The differentials for Parts 1 through 3 must remain firm and fixed during the entire life of the resulting contracts.
- F. Regarding will-call deliveries only, in the event the Participating Agency is unable to accept its complete order, the Participating Agency may elect to re-route the additional fuel to an alternate location, within one-mile from the original location at no additional

charge or at a location further than one mile from the original location at a rate of \$0.02 per gallon. In the event the Participating Agency cannot re-route the excess fuel to another location a charge not to exceed \$100 per occasion may be charged by the Contractor.

- G. In the event that the Contractor is providing automatic, keep-full delivery to a site, it will be the responsibility of the Contractor to deliver ULSD or Winterized ULSD, as applicable, in amounts and frequency that will assure that the site is never interrupted by lack of product to fully support the Participating Agency's needs. Although the Contractor may opt to deliver in less than 7,500-gallon amounts, the Participating Agency must be charged at the truck transport rate, with no additional charges.
- H. Locations that have fuel tanks with a capacity greater than 7,500 gallons but must have these fuel tanks filled by a tank wagon vehicle (usually due to space restrictions at the tank location) will be charged at the tank wagon rate, with no additional charges.
- I. There will be no delivery restrictions, no minimum quantities, no refusal of deliveries, and no additional charges assessed by the tank wagon delivery Contractor for any delivery to any gasoline tank rated at a capacity below 7,500 gallons. The Participating Agency and its respective tank wagon delivery Contractor are encouraged to coordinate and map out a strategy to consolidate small tank deliveries so that the Contractor and Participating Agency can benefit in economies of scale.
- J. All fuel picked up by any Participating Agency from the Contractor terminal facility(s) must be priced at the Terminal Rack Pickup Rate (see Bid Form, Part 3).
- K. The price differential(s) for Bid Form Parts 1 through 3 as bid in the online reverse auction must remain firm and fixed during the entire life of the contract.
- L. Please see Attachment A: Terms and Conditions, FEE PAID BY CONTRACTOR TO eBRIDGE REVERSE AUCTION CONSULTANT, regarding the fee Contractor(s) is required to pay the reverse auction consultant and for administrative fees the Contractor(s) is required to pay COG.

VIII. TAXES

- A. All Participating Agencies to be served under this IFB and resulting online reverse auction and award are exempt from their respective local and state sales taxes, and some Federal excise taxes (see IRS Publication 510). All state transportation taxes must be listed as a separate line item on the invoice and each Participating Agency will determine under its own authority if payment is required.
- B. No taxes (except above) will be invoiced to any Participating Agency for payment. Any enacted Federal, State, or local tax, which is assessed to the manufacturer and/or supplier and not the end user shall not be passed on to any Participating Agency and will not be paid. Therefore, it is the responsibility of each Bidder to calculate any refinery, manufacturer and/or supplier tax in your bid Price Differential(s). Any newly enacted end user tax, which a jurisdiction is not expressly exempt from, will be verified by the affected Participating Agency to determine if payment is required.

- C. A Bidder must be currently registered with the Internal Revenue Service (“IRS”) to make tax free transactions for sale of ULSD for all Participating Agencies within a geographic bid zone. This requirement must remain in effect during the entire contract period (base and option years); and upon request by a Participating Agency, evidence of this must be provided by the Contractor to a Participating Agency. Such evidence must be in the form of an approved Certificate Form 637 or other evidence within acceptable standards provided by the IRS.
- D. In addition, when requested, an appropriate form of tax exemption certificate will be provided by each Participating Agency to the respective awarded Contractor(s) to exempt them from the Federal Excise Tax under applicable laws and regulations. In doing so, the using Participating Agencies have agreed NOT to claim a tax refund.

IX. PRIORITY FOR PUBLIC SAFETY FUEL PURCHASES

- A. Public safety departments, which include police, fire and rescue, and emergency medical services (referred to collectively as “Public Safety Departments”) operate 24-hours a day, seven days a week. Public Safety Departments depend on certain Participating Agency locations to fuel emergency vehicles. The Bidder agrees by the submission of their bid to identify and prioritize delivery to all locations providing fuel to Public Safety Departments

X. EMERGENCY ACCELERATED DELIVERY

- A. In an emergency situation, a designated Participating Agency’s representative may place a call, day or night, against the resulting contract and the Contractor shall respond within a two (2) hour period (an “Emergency Accelerated Delivery”). This provision will be used only during a declared Federal, State, and/or local government emergency or when any of a Participating Agency’s vital services are impaired, such as those of its Public Safety Departments. The Contractor shall provide each Participating Agency with a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period or as outlined within this IFB to calls for service.

XI. INSTRUCTIONS FOR SUBMISSION OF QUALIFICATIONS

- A. All submitted qualifications must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- B. Qualifications will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Any documents submitted through any method other than the COG LOCKBOX system will be rejected.
- C. Proposed Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
 - 1. *Registration.* To utilize the LOCKBOX service, the Bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at

<https://mwcog.net>. If bidder is not registered, please do this before accessing the LOCKBOX.

2. To register:
 - a. Go to the portal at <https://mwcog.net> and click the Vendors listing on the left menu on the page.
 - b. Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder's SSN if bidder is a sole proprietor.
 - c. Registering will give bidder access to the LOCKBOX solicitations.
- D. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.
 1. Select "Metropolitan Washington Council of Governments" from the list.
 2. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
 3. Click on the LOCKBOX button.
 4. If Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email which will give them access to the solicitation documents.
 5. Proposer's credentials may be used for the following:
 - a. To upload bidder's formal proposal response and any additional attachments to the lockbox (before the closing time for the solicitation).
 - i. Please limit size of individual files to 10 MB.
 - b. To withdraw bidder's formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
 - c. To verify that the document in the lockbox is the one proposer uploaded.
 6. If no vendor ID is provided, proposer will be directed to the registration page.
 7. If proposer wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
 8. To return to the COG solicitation page, after registering or updating bidder's company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.

9. Bidders are advised not to wait until the last moment to register. If problems occur during registration or submission, please contact COG's provider at customerservice@eepex.com with a copy to purchasing@mwkog.org.
- E. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email as per the deadlines in Section I to purchasing@mwkog.org, with a courtesy copy to cpipinou@mwkog.org. Phone inquiries shall not be permitted. Prospective Bidders shall not ask questions about this IFB to individual Participating Agencies, except as necessary to understand information about on-site tanks, delivery locations, or delivery requirements.
- F. COG will post any addendum necessary to address questions by the date and time listed in Section I. It is the responsibility of the Proposer to check if any addenda have been issued. Addenda will be posted at <http://www.mwkog.org/purchasing-and-bids/cog-bids-and-IFBs/>.
- G. All responses should indicate that Bidders have reviewed the latest addenda on the Bid Form via the Bidders' Checklist.
- H. Bidders must acknowledge their understanding of all terms listed in this IFB by signing the Bid Form as part of their submission.

XII. AWARD

- A. Regardless of the method of award, a contract may be awarded to the responsible Bidder submitting the lowest responsive bid by individual line item, by zone, by delivery type, in the aggregate, or by any combination thereof, resultant of the conduction of the on-line reverse auction if it is deemed in the best interest of the Participating Agency or Agencies, as described in greater detail below.
- B. COG will recommend for award, the responsible Bidder(s) submitting the lowest responsive bid after complying with all provisions of this IFB in light of the winning price differential resultant of the reverse auction. Each Participating Agency may award to one or more Bidders in accordance with its own applicable law, regulations, or guidelines and may determine what award is in the overall best interest of that Participating Agency, in light of all pertinent factors. The lowest bid of the on-line reverse auction under Bid Form Parts 1 (Truck Transport Delivery, Will Call and Automatic Delivery) will be determined by the lowest price differential per gallon per fuel type/delivery type per zone. The lowest bid of the on-line reverse auction under Bid Form Part 2 (Tank Wagon Delivery, Will Call and Automatic Delivery) will be determined by the lowest price differential per gallon per fuel type/delivery type per zone. The lowest bid of the on-line reverse auction under Bid Form Part 3 (Terminal Point) will be determined by the lowest price differential per gallon per fuel type per terminal point.
- C. Each Participating Agency will make its own award that meets its unique requirements. A Participating Agency's awarded Contractor(s) may be different than the COG recommended awardee(s). Further, each Participating Agency shall have the option, but not the obligation, to award to primary and secondary Contractor(s).

- D. Should a determination be made, from available sources and references that the low bid of the on-line reverse auction meeting the terms, conditions and specifications herein has insufficient financial resources, insufficient sources of supply and/or has been or is experiencing performance issues or delivery failures, then COG and/or a Participating Agency may recommend award to the next lowest bid of the on-line reverse auction complying as specified and of sufficient financial resources and supply with the ability to perform/deliver.
- E. In the event a Participating Agency's laws, codes, regulations and/or guidelines conflict with the recommended low bid of the on-line reverse auction, then that Participating Agency's award, if any, may be made to the lowest bid as determined by its own law, codes, regulations and/or guidelines.
- F. There shall be no obligation for any Participating Agency to contract with a Bidder based upon the results of this IFB. Additionally, individual contracts entered into with a Participating Agency may contain general terms and conditions unique to that Participating Agency including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the Participating Agency as an additional insured under any required Comprehensive General Liability policies, and venue.
- G. It is estimated that yearly expenditures under the contracts that may result from this IFB may approximate the quantities listed on the Attachment B, Agency & Zone Information. Under the terms of this IFB, however, the resultant contract(s) shall be considered a "requirements-type" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made, if any. In addition, all purchases are contingent upon the appropriation and availability of fiscal funding.
- H. In the event of multiple awards resulting from this solicitation, each initial contract period shall be for the term of one (1) year, as it is the intent that all contracts awarded under this solicitation terminate on or near the same date.

(Remainder of this page intentionally left blank. Bid Qualification Form shall follow on the next page.)

XIII. BID QUALIFICATION FORM

A. Part 1 – Diesel – Truck Transport Delivery

Price differentials are to be net (see VIII. TAXES).

Net price differential per gallon to be charged to the Participating Agency for furnishing and delivering, FOB Destination, ULSD via Truck Transport, to storage tanks with a capacity of 7,500 gallons or more and to a single location with a combined capacity of 10,000 gallons or more. The OPIS Rack “Average”, FOB Baltimore for the product listed, plus the differential bid will make up the price billed. The price differential(s) quoted online only must remain unchanged for the entire contract period.

ITEM	FUEL TYPE	ZONE 1		ZONE 2		ZONE 3		ZONE 4		ZONE 5	
		Will Call	Auto Delivery	Will Call	Auto Delivery	Will Call	Auto Delivery	Will Call	Auto Delivery	Will Call	Auto Delivery
A	ULSD Net Price Differential per Gallon	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only
B	WINTER BLEND ULSD Net Price Differential per Gallon	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only

ITEM	FUEL TYPE	Zone 6		Zone 7	
		Will Call	Auto Delivery	Will Call	Auto Delivery
A	ULSD Net Price Differential per Gallon	\$online only	\$online only	\$online only	\$online only
B	WINTER BLEND ULSD Net Price Differential per Gallon	\$online only	\$online only	\$online only	\$online only

- Zone 1 – Metropolitan Virginia
- Zone 2 – Montgomery County, Maryland
- Zone 3 – Prince George’s County, Maryland
- Zone 4 – Washington, District of Columbia
- Zone 5 – Anne Arundel County, Maryland
- Zone 6 – Carroll County, Maryland
- Zone 7 – Charles County, Maryland

NOTE: Please see Attachment A, Terms and Conditions, FEE PAID BY CONTRACTOR(S) TO eBRIDGE AS THE REVERSE AUCTION CONSULTANT and ADMINISTRATIVE FEE PAID BY CONTRACTOR(S) TO COG regarding the fees Contractor(s) is required to pay.

B. Part 2 – Diesel – Tank Wagon Delivery

Net price differential per gallon to be charged to the jurisdiction for furnishing and delivering, FOB destination, ULSD via Tank Wagon to storage tanks with a capacity of less than 7,500 gallons. The OPIS Rack “Average”, FOB Baltimore for the product listed, plus the differential bid will make up the price billed. The price differential(s) quoted online must remain unchanged for the entire contract period.

ITEM	FUEL TYPE	ZONE 1		ZONE 2		ZONE 3		ZONE 4		ZONE 5	
		Will Call	Auto Delivery	Will Call	Auto Delivery	Will Call	Auto Delivery	Will Call	Auto Delivery	Will Call	Auto Delivery
A	ULSD Net Price Differential per Gallon	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only
B	WINTER BLEND ULSD Net Price Differential per Gallon	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only	\$online only

ITEM	FUEL TYPE	Zone 6		Zone 7	
		Will Call	Auto Delivery	Will Call	Auto Delivery
A	ULSD Net Price Differential per Gallon	\$online only	\$online only	\$online only	\$online only
B	WINTER BLEND ULSD Net Price Differential per Gallon	\$online only	\$online only	\$online only	\$online only

- Zone 1 – Metropolitan Virginia
- Zone 2 – Montgomery County, Maryland
- Zone 3 – Prince George’s County, Maryland
- Zone 4 – Washington, District of Columbia
- Zone 5 – Anne Arundel County, Maryland
- Zone 6 – Carroll County, Maryland
- Zone 7 – Charles County, Maryland

NOTE: Please see Attachment A, Terms and Conditions, FEE PAID BY CONTRACTOR(S) TO eBRIDGE AS THE REVERSE AUCTION CONSULTANT and ADMINISTRATIVE FEE PAID BY CONTRACTOR(S) TO COG regarding the fees Contractor(s) is required to pay.

C. Part 3 – Diesel – F.O.B. Terminal Point Pickup

Net price differential per gallon to be charged to the jurisdiction for fuel transported by the jurisdiction from storage tanks at the terminal(s) indicated below. The OPIS Rack “Average”, FOB Terminal, for the product listed, plus the differential bid will make up the price billed. The price differential(s) quoted online must remain unchanged for the entire contract period.

ITEM	FUEL TYPE	BALTIMORE	FAIRFAX
A	ULSD Net Price Differential per Gallon	\$online only	\$online only
B	WINTER BLEND ULSD Net Price Differential per Gallon	\$online only	\$online only

NOTE: Please see Attachment A, Terms and Conditions, FEE PAID BY CONTRACTOR(S) TO eBRIDGE AS THE REVERSE AUCTION CONSULTANT and ADMINISTRATIVE FEE PAID BY CONTRACTOR(S) TO COG regarding the fees Contractor(s) is required to pay.

D. Part 4 – Required Acknowledgement Checklist

The following items must be acknowledged on this form and any related attachments must be submitted with your IFB response:

Items

Acknowledgement/Attachment

Attachment A: Terms and Conditions

Attachment C: Affidavit of Non-Collusion and Debarment Status

Attachment D: Bidder’s References

Attachment E: Subcontractors Names for Delivery

Attachment F: Financial Information

Attachment G: eBridge Electronic Bid Event Form

Attachment I: Mid-Atlantic Purchasing Team Rider Clause

Yes	No

Items

Acknowledgement/Attachment

Montgomery County, MD Government Bidders Only:

Attachment J: General Conditions of Contract Between County and Contractors, Minority-Owned Business Addendum to General Conditions of Contract, and Minority, Female, Disabled Person (“MFD”) Subcontractor Performance Plan

Yes	No

Items

ALL BIDDERS: Exceptions Taken?

If any exceptions are taken, please attach them on separate sheet(s) at the end of the proposal submission. It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the Bidder’s qualifications. Neither COG nor any Participating Agency shall be required to accept any Bidder’s exceptions. *NOTE: COG will not negotiate any exception requests at the time of contract award. Exceptions MUST be made now to be considered.*

ALL BIDDERS: Bidder agrees to provide a Certificate of Insurance (ACORD 35 or equivalent), as required by this IFB, demonstrating sufficient insurance coverage as described in this IFB to the awarding Participating Agency within three (3) business days of written notice of award.

Yes	No

Addenda, If Applicable:

Addendum 1

Addendum 2

Further Addenda, if issued, shall be acknowledged in writing by each Bidder.

- E. The Bidder, by signing this IFB Bid Form, agrees that each Participating Agency has 120 calendar days from the date of the reverse auction in which to make an award for the purchase of ULSD. The Bidder agrees that its pricing shall remain firm from the conclusion of the reverse auction to and including the duration of the resulting contract award(s) and corresponding contract terms.
- F. The correct and full legal business name of the Bidder must be used in bids received and, on all contracts issued as a result of this IFB. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with applicable law, which requires a suffix indicating the corporate or company status of the business.

(e.g., Inc. or LLC). Trade names may be indicated by individuals, companies, or corporations with the individual, company or corporate name followed by “t/a” (trading as) or “d/b/a” (doing business as) respectively. The Bidder’s signature on the proposal, subsequent contract(s), amendment(s), or related correspondence, must be made by an authorized officer, partner, manager, member, or employee. The signing of a bid response, offer, or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the Bidder.

Contact Person for Questions Concerning Your Bid: _____

Phone: _____ Cell: _____

Email Address: _____

Contact Person for Placing of Orders: _____

Phone: _____ Cell: _____

Email Address: _____

Normal Operating Hours Weekdays: From: _____ AM To: _____ PM Time Zone: __

Normal Operating Hours Saturdays: From: _____ AM To: _____ PM Time Zone: __

Normal Operating Hours Sundays: From: _____ AM To: _____ PM Time Zone: __

Signature Section

I have read, understood, and agreed to the terms and conditions of all contents of this IFB. The undersigned agrees to furnish the commodity or service stipulated in this IFB as stated above.

BIDDER’S CORRECT & LEGAL BUSINESS NAME: _____

Trade Name or D/B/A, if applicable: _____

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

ATTACHMENT A: TERMS AND CONDITIONS

This document sets out provisions generally applicable to contracts awarded as a result of this IFB and the on-line submission of pricing. The provisions herein may not necessarily constitute a complete agreement. Each Participating Agency may have its own additional terms and conditions and/or documents to be executed by the Contractor and Participating Agency.

A. CONTRACT & TERM/RENEWAL

The term of the resulting contracts will be for a period of one year. Before the term ends, each Participating Agency may (but is not required to) renew its contract if that Buyer determines that it is in its best interest. Contractor's satisfactory performance does not guarantee contract renewal. Each Participating Agency may exercise this option to renew for four (4) additional one (1) year periods.

The subsequent contract must be construed to be in accordance with and governed by the laws of the District of Columbia, Commonwealth of Virginia, and the State of Maryland, as applicable to each Participating Agency. Further, each Contractor must be responsible to obtain, at its own cost and expense, any and all licenses/permits required to transport ULSD and transact business in all jurisdictions to be serviced.

Unless there is a legal prohibition by an individual Participating Agency, each Participating Agency will award its own contract if it so chooses to make award. Each Participating Agency will administer its own contract monitoring, daily activities, invoices, payments, and/or any disputes with its awarded Contractor(s).

Each Participating Agency will execute its own contract with the awarded Contractor(s) in accordance with each Participating Agency's purchasing laws, policies, and procedures. Individual contracts may contain contractual requirements that are unique to the Participating Agency; to include but not limited to, Non-Discrimination in Employment, Officials Not To Benefit, Registering of Corporations, Bidders Qualification Statement, Minority/Disadvantaged Business Enterprise and/or Women Business Enterprise Goals, etc.

Bidders are cautioned to fully inform themselves of each Participating Agency's unique requirements. For information on specific contractual requirements, contact the Purchasing Agent listed in Attachment H, Fuel Contact by Participating Agency.

B. EFFECTIVE CONTRACT DATES

Because this is a cooperative contract with many Participating Agencies' contract start dates may vary for each Participating Agency.

C. AUTHORIZED PERSONNEL

The Contractor(s) will be given names of authorized personnel by each Participating Agency upon contract execution. All orders and deliveries must be requested by an authorized Participating Agency representative. Under no condition will delivery requests be acceptable from any other source, and the Participating Agency will not be responsible for such deliveries.

D. ONLINE REVERSE AUCTION BIDDING PRICE QUOTES

Online reverse auction price quotes are binding and they are net, inclusive of all charges for transportation FOB Destination, and inside delivery. Prices are less Federal, State, and local taxes, except where specifically stated under the tax clause included above.

E. FEE PAID BY CONTRACTOR TO REVERSE AUCTION CONSULTANT

A fee of \$0.0149 per gallon will be paid by the resultant Contractor(s), to the reverse auction consultant, eBridge, based upon the terms of Attachment G, Reverse Auction Information. For pricing purposes, the awarded Contractor(s) must assume this fee will be in place for the fuel supplier's full 1+4 one-year options contract (one year base period and four one-year options). Contractor(s) will pay the fee to eBridge monthly based upon actual purchases of ULSD, with and/or without winter blend, made by all Participating Agencies. The Contractor(s) is obligated to email a usage report (the "Usage Report") monthly to eBridge and COG, which contains the total volume of fuel sold by Contractor(s) to each Participating Agency and subsequent Participating Agencies, including an indication of number of ULSD gallons purchased, including specification of with/without winter blend, type of delivery (will call or automatic) and delivery location(s). Any Participating Agency that buys ULSD with and/or without winter blend from the Contractor(s) based upon the results of the reverse auction from this IFB is obligated to pay the \$0.0149 per gallon fee to eBridge for every gallon purchased and is obligated to report monthly usage to eBridge and COG. This is regardless of whether the Participating Agency that buys ULSD is one of the initial Participating Agencies or a subsequent buyer and regardless of whether such buyer appears on the Mid-Atlantic Purchasing Team Rider Clause. Contractor(s) agrees to submit the monthly Usage Reports to eBridge and COG by email at the email addresses eBridge and COG provide to the Contractor(s) not later than the 15th of each month for usage data for the prior month.

F. FEE PAID BY CONTRACTOR(S) TO COG

A \$0.0015 administration fee is to be paid to COG by the awarded Contractor(s) for each gallon of fuel sold under this cooperative contracts. COG will have no liability or responsibility for purchases by other public agencies.

G. DELIVERY

Orders placed by an authorized representative of a Participating Agency for delivery to a site before 10:00 a.m. EST, Monday through Friday must be delivered before 4:00 p.m. EST the following normal workday, or as otherwise scheduled by the Participating Agency. Orders placed by an authorized representative of a Participating Agency for delivery to a site after 10:00 a.m. Monday through Friday must be delivered within thirty-two (32) hours on a normal workday to the Participating Agency.

Where a Participating Agency selects the option to deliver its own fuel to selected locations, the Contractor will be notified of the locations selected prior to initiation of the contract, or subsequently by amendment, or as mutually agreed upon.

All deliveries will be made between the hours of 8:00 A.M. and 4:00 P.M. EST (except official Participating Agency holidays) Monday through Friday, unless otherwise indicated herein, or

unless otherwise requested by an authorized Participating Agency representative. Contractor(s) are encouraged to schedule deliveries in "off peak" hours. In the event a Participating Agency has metered deliveries, it will be possible to extend deliveries beyond the above-mentioned hours upon written request by the Contractor to the Participating Agency's authorized representative. This written permission varying delivery hours applies only to weekdays, Monday through Friday (except official Participating Agency holidays).

When requested by a contracting Participating Agency, the Contractor must provide automatic delivery to such locations as may be requested. Such request should be accompanied by detailed usage history. It must be the Contractor's responsibility to maintain estimated storage tank remaining product balances in each of the Participating Agency's tanks to ensure that an automatic keep full status is maintained. The Participating Agency must not be required to provide periodic "tank stick readings" to the Contractor in order to receive automatic keep-full service.

During the resulting contracts term(s), each Participating Agency must have the right to add or delete delivery locations and must further have the right to change the method of delivery for a particular delivery location(s) as determined to be in the Participating Agency's best interest.

All vehicles used in the delivery of ULSD must be certified in good repair and operated by trained personnel possessing a CDL license with required endorsements for interstate transportation of ULSD, respectfully. If a common carrier is to be used to effect delivery, the Contractor will so notify the Participating Agency's authorized representative. The Contractor will be responsible for all carrier claims.

All deliveries must be made in a neat and business-like manner. The Contractor is responsible for total clean-up of spills incidental or related to deliveries at the Contractor's expense and to the satisfaction of the Participating Agency. In such instances, the Contractor must be wholly responsible and indemnify the affected Participating Agency harmless of any and all claims in accordance with each incidence. In the event of a product spill, the driver of the delivery vehicle must immediately call the local fire department and take action to prevent the product from getting into drains or storm sewer catch basins. This may be accomplished by digging soil and constructing an earth berm to contain the spill. The Contractor immediately must report all spills to Maryland Department of Environment ("MDE"), the Virginia Department of Environmental Quality ("VDEQ"), or the District of Columbia Department of Energy & Environment ("DCDEE"), as applicable, but not later than 2 hours from the detection of a spill. As soon as practical after action to minimize damage from the spilled product or to preclude its entry into a storm sewer system, the spill must be reported by calling the emergency number for the Participating Agency concerned. The Contractor also must file an additional report of the incident to the Participating Agency's authorized representative as soon as practically possible. The report must include a detailed report of the incident to include a copy of the MDE, CDEQ, or DCDEE incident report as well as any remediation taken.

The provision of the Federal Water Pollution Control Amendments of 1972 ("Clean Water Act"), as amended, provides definitions of a spill and pertinent data pertaining thereto.

The Participating Agency must be informed by the Contractor of the exact amount of fuel purchased (by metered report with supporting documentation), whether delivered by

supplier, or picked up in Participating Agency's equipment. These quantities must be quoted and billed in terms of gross gallons. The Contractor must further inform the Participating Agency (by metered report with supporting documentation) of both the temperature (in degrees Fahrenheit) of the product as it leaves the loading rack, and the American Petroleum Institute ("API") specific gravity of the product (in API degrees).

The Contractor must ensure that its trucks can connect to the tank fill ports at each site. Any modifications required will be at Contractor's expense.

In the event automatic delivery is selected by a Participating Agency, the Participating Agency will provide the contact information, address, and make and model for each automatic tank gauge ("ATG"). It will be the Contractor's responsibility to ensure that it has the software and equipment capable of reading the ATG.

To facilitate order communications between the Contractor and a Participating Agency, the Contractor must provide at no cost to the Participating Agency, primary ordering communication contacts, as well as secondary communication contacts, their respective telephone numbers, and extensions (if applicable), cell phone, facsimile numbers and email addresses for ordering and delivery information.

H. LATE DELIVERY

The Contractor will be considered late in delivery, under this provision, if product has not been delivered within twenty-four (24) hours of the time delivery was due to be delivered to a site(s). The actual damages to a Participating Agency will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor must pay to the Participating Agency as fixed and agreed liquidated damages for each calendar day of delay, the amount of one hundred dollars (\$100) per affected delivery location. Alternatively, the Participating Agency may terminate this contract in whole or in part as provided elsewhere in this contract, and in that event the Contractor must be liable, in addition to excess re-procurement costs, for such liquidated damages accruing until such time as the Participating Agency may reasonably obtain delivery of the ULSD.

I. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivery of ULSD by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the ordering Participating Agency, the Participating Agency shall decide the extent of such delay or the justification of any other delay, then the time of completion may be extended for such reasonable time as the Participating Agency may decide.

J. FAILURE TO PERFORM/DELIVER

In the event of a Contractor's failure to comply with the established delivery schedule or in the event of Contractor's failure to keep full at automatic delivery locations, each Participating Agency reserves the right to make an open market purchase of the required diesel fuel, and to charge as damages, the difference between the established price and the actual cost incurred and to collect such charges from the Contractor, from any money due under the resulting contract. Alternatively, Participating Agency may assess liquidated damages at the rate of 1% per day of the cost of the open market purchase for each day of

delay beyond the established delivery date(s).

K. PROTECTION OF EXISTING FACILITIES

The awarded Contractor(s) shall take all necessary precautions during the term of the resulting contracts to protect existing Participating Agency facilities from damage by the Contractor, Contractor's employees, subcontractor, or subcontractor's employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor, or subcontractor's employees.

L. BACKUP SUPPORT

Where the Participating Agency selects the option to deliver its own product to designated locations, the Contractor agrees to provide back-up delivery support to those locations upon request by the Participating Agency at the corresponding price differentials bid.

M. TRAVEL TIME

No payment for travel time to or from a delivery site shall be charged.

N. DIESEL PICKUP FROM CONTRACTOR'S FACILITY

Some Participating Agencies maintain and operate fuel tankers for the purpose of hauling fuel when it is determined to be advantageous, cost-effective, an emergency situation, or otherwise beneficial to the Participating Agency. Each Participating Agency reserves the right to pick up ULSD in its own equipment from the Contractor's terminal that is closest or most advantageous to the Participating Agency.

Currently the County of Fairfax, VA may pick up some of its ULSD.

The Fairfax fuel tankers are currently equipped to accommodate the pickup of diesel from the Citgo, Motiva, or TransMontaigne terminals in Fairfax, Virginia. The cost to retrofit equipment to meet other terminal standards or requirements (both current and future) must be borne by the Contractor.

The Contractor must make every effort to maintain a tanker turn-around time for the user vehicles of thirty (30) minutes in the Contractor's terminal. The turn-around time will be computed from the time of arrival of the tanker at the Contractor's terminal until departure of the tanker with a full load.

The Contractor must accommodate fuel tankers for loading at the terminal. Normal working hours for Contractor terminals are between the hours of 6:00 AM ET through 4:00 PM ET on weekdays. Participating Agency's reserve the right to have a 24-hour pick up capability. The Contractor must provide a diesel pick-up site for Fairfax County at one and only one location. The location will be the Fairfax Terminal on Pickett Road.

The Contractor must issue at least three (3) sets of terminal access cards or keys for each terminal that will be used by each Participating Agency that operates its own fuel tankers. The Participating Agency must be authorized to use these terminal access cards to pick up fuel at any time, including night, weekends, and holidays. No Participating Agency will be required to advise the Contractor at any time prior to picking up fuel. Neither will a Participating Agency be required to seek any additional loading authorization prior to loading product

O. INSURANCE

Prior to the execution of a contract by each Participating Agency, the proposed awarded Contractor, and its subcontractors (if requested) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia (as applicable) and acceptable to each such Participating Agency. This insurance must be kept in full force and effect during the term of this contract, including all renewals. The insurance must be evidenced by a certificate of insurance, and if requested, the proposed awarded Contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awarded Contractor nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awarded Contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

A minimum limit of liability of three million dollars (\$3,000,000), per occurrence, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Transportation Coverage

A minimum limit of liability of three million dollars (\$3,000,000) per occurrence to be provided under a Motor Carrier or Truckers Coverage form including bodily injury, physical damage and MCS-90 endorsement for the following vehicles:

- owned trucks
- hired trucks
- non-owned trucks
- tankers & trailers – owned & non-owned

Environmental Impairment Liability

A minimum limit of liability of three million dollars (\$3,000,000) combined single limit for bodily injury and property damage coverage per occurrence. Such insurance shall cover any gradual, sudden and/or accidental release of toxic or hazardous waste or other hazardous substance requiring monitoring, clean-up or other corrective actions under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA").

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the District of Columbia, State of Maryland and/or Commonwealth of Virginia, as applicable, and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

If requested by the Participating Agency, the Participating Agency along with its elected and appointed officials, officers, consultants, agents, and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under the resulting contract(s). Each Participating Agency, at its option, shall provide the awarded Contractor(s) with any required certificate holder language.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered immediately by the Contractor to the Participating Agency and proof of acceptable new policy(ies) must be immediately provided by Contractor to Participating Agency.

P. SUBCONTRACTOR

Contractors who subcontract the delivery of ULSD must submit with their bid the subcontractor's name(s), address, email, and telephone number. Any resulting Contract is subject to the Participating Agency's law, regulations, code and guidelines. During the life of the contract, the Contractor(s) must provide name, nature and extent of all subcontractors as requested by Participating Agencies. Regardless of when subcontractor(s) are used, the Contractor will be held fully accountable for all of the subcontractor actions, inactions, services, labor, product quality and materials relative to the Contract.

Q. MATERIAL, EQUIPMENT, EMPLOYEES

The Contractor performing work under the resulting contract(s) must be held fully responsible for any and all services, labor and materials relative to the contract(s). All products furnished must be of good quality in accordance with the standards herein specified. The Contractor must, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor must at all times enforce strict discipline and good order among its employees and must not assign the resultant contract(s) or related deliveries to any unfit person or anyone not skilled in the work required under the resulting contract(s).

R. METHOD OF ORDERING

It is the intention of the Participating Agency to issue written purchase orders or blanket purchase order(s) to the awarded Contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the Participating Agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds. If a particular Participating Agency does not intend to issue written purchase orders or blanket purchase orders and so notifies the awarded Contractor(s), the Contractor(s) may request confirmation of same in writing from each such Participating Agency.

S. ORDERING TERMS

A contract for the items listed on Bid Form Sections 1 through 3 in this IFB and online reverse auction will be issued by each Participating Agency under their respective governing guidelines, laws and/or regulations.

No order will supersede any provision of the resulting contract(s). Performance time and dates are determined solely by the resulting contract(s) including any contract amendments Orders for ULSD that are placed before the expiration of the contract term and are to be started and/or completed before the expiration of the contract and are to be honored with all terms, conditions, and prices of the contract in effect until the final delivery is made and accepted.

T. EMERGENCY PURCHASES

Each Participating Agency reserves the right to make emergency purchases from other sources or purchases from a secondary awarded Contractor. Should the Contractor be unable to furnish and deliver the required ULSD in a timely manner, the Participating Agency will have the right to charge back or reduce from future invoices the difference paid to the emergency supplier or secondary awarded Contractor and the contracted prices for the delivery of ULSD plus any additional costs incurred by the Participating Agency to make delivery possible from the emergency supplier or secondary awarded Contractor.

U. INVOICING

- A. To facilitate prompt payment, invoices must contain, ULSD number of gallons, an indication of ULSD or winter blend ULSD, delivery type, delivery location(s), and applicable pricing.
- B. Invoices failing to contain the required line-item detail, including contract line number, if line numbers are included in the resulting contract, and unit pricing may be returned for correction.
- C. Following award of contract, successful awarded Contractors shall be required to have a valid W-9 form on file with the Participating Agency that has made award.

All true and corrected invoices and all inquiries regarding payment are to be sent to the contact person/office designated, in Attachment H, Fuel Contact by Participating Agency, for each Participating Agency.

Failure to promptly comply with the above requirements may delay payment.

V. BILLING AND PAYMENT

Standard Payment Terms are Net Thirty (30) Days. This does not preclude a Bidder from offering a prompt payment discount for payment of proper invoices in less than (30) days. Prompt payment discounts may be offered on a shorter payment basis and adopted at time of award but will not be considered during the method of award process.

Payment will be made after satisfactory delivery and performance, in accordance with all the provisions stated herein and the resulting contract(s), and upon receipt of a true, correct and completed invoice in duplicate, to include a copy of the delivery ticket, by and to each individual Participating Agency. Any and all charges not fully identified and specifically allowed under the resulting contract(s) will not be paid.

Each Participating Agency will provide the awarded Contractor(s) with the appropriate billing information upon contract execution.

W. P-CARD OR SUA PAYMENT METHODS

Participating Agencies are expressly permitted to pay the awarded Contractor(s) under the contract through either a procurement card (“P-card”), ACH, or a Single Use Account (“SUA”) method of payment, if the contractor accepts the noted payment method from any other person/entity. In that event, Participating Agencies reserve the right to pay any or all amounts due under the contract by using either a P-card (except when a purchase order is required) or a SUA method of payment, and the awarded contractor(s) must accept the Participating Agency’s P- card or a SUA method of payment, as applicable. Under this paragraph, the awarded Contractor(s) is prohibited from charging or requiring the Participating Agency to pay any fee, charge, price, or other obligation for any reason related to or associated with the Participating Agency’s use of either a P-card, ACH, or a SUA method of payment.

X. PROTECTION OF PROPERTY

The Contractor must maintain protection of the Participating Agency’s property, contiguous grounds and adjoining property from damage or loss arising in connection with the performance pursuant to the resulting contract(s). The Contractor must make good any such damage, injury, or loss. The Contractor must protect contiguous grounds and adjacent properties. The Contractor must take all necessary precautions for the safety of employees and must comply with all applicable provisions of local safety laws, ordinances, and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises and contiguous grounds. Contractor must maintain at all times safeguards for the protection of employees and the public. If the Contractor uses a common carrier for deliveries, the responsibilities outlined above will still be required of the Contractor to enforce.

Precaution must be exercised at all times for the protection of person, (including employees) and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., must be protected against damage or interrupted service at all times by the Contractor during the term of the contract(s). The Contractor will be held responsible for any damage to property occurring by reason of the Contractor’s operation on the property.

Y. DEDUCTION FOR DAMAGES

The Contractor will be responsible for any and all damage to the buildings or properties caused by delivery truck, operating personnel, and damages or services necessitated by the failure to deliver fuel or the delivery of faulty product, faulty delivery practices and procedures and defective delivery equipment. Deliveries must be made in a neat and business-like manner and spillage will not be permitted. Any repair or clean-up services must be made at the Contractor's expense to the satisfaction of the Participating Agency in accordance with the terms of this IFB. Upon the failure of the Contractor to comply with these stipulations in a reasonable time, the Participating Agency may deem it expedient to repair damages and to perform the necessary services at the Contractor's expense.

Z. RIGHT TO PURCHASE FROM OTHER SOURCES

In case of failure by the Contractor to perform the duties and obligations imposed by a contract resultant of this solicitation and online reverse auction, or termination for cause under applicable terms and conditions of the between Contractor and a Participating Agency(s), after notice has been given in writing, the Participating Agency may procure the necessary products or services from other sources and hold the Contractor responsible for any and all additional costs incurred thereby.

The Participating Agency will withhold payment or nullify, in whole or in part, any contract to such extent as maybe necessary to protect the user from loss, on occasion of any of the following non-exclusive reasons:

- a) Defective products, not in accordance with contract terms, or any property damages not remedied
- b) Claims filed or reasonable evidence indicating probable filing of claim.
- c) Failure of the Contractor to make payments properly to subcontractor or supplier for diesel, tax remittance, materials, equipment or labor, or a reasonable doubt that the contract can be completed.
- d) Repeated delivery failures by Contractor

AA. RECORDS

In addition to the requirement stated in this IFB to provide usage reports to eBridge and COG, the Contractor must maintain records and provide monthly reports of the quantity of fuel by type and delivery type that is delivered to each location, for each Participating Agency. Participating Agencies will provide Contractor the name/address for mailing/emailing of their location reports.

Contractor shall maintain all fiscal records relating to the contracts that may result from this IFB, in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to such contracts in a manner as to clearly document Contractor's performance under such contracts and in accordance with the terms of this IFB.

Contractor acknowledges and agrees that COG and any Participating Agency and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to the contracts that may result from this IFB. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by applicable law, following final payment and termination of the resulting contracts, or until the conclusion of any audit, controversy, or litigation arising out of or related to the resulting contracts, whichever date is later. All of Contractor's subcontractors are required to comply with these provisions.

BB. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

CC. TERMINATION FOR DEFAULT

A Participating Agency(s) may terminate a contract in whole or in part, and from time to time, whenever that Participating Agency determines that the Contractor is:

- a) defaulting in performance or is not complying with any provision of this IFB or resultant contract.
- b) failing to make satisfactory progress in the prosecution of the contract; or

- c) endangering the performance of the contract(s) that result from this IFB.
- d) has filed for bankruptcy

The Participating Agency(ies) will provide the Contractor with a written notice to cure the default, except in the event of bankruptcy of the Contractor which shall not require notice to cure. The termination for default is effective on the date specified in the written notice. However, if the Participating Agency determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Participating Agency may terminate a contract immediately upon issuing written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the Participating Agency for additional costs that foreseeably would be incurred, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

DD. TERMINATION FOR CONVENIENCE

This contract may be terminated by any Participating Agency, in whole or in part, upon written notice to the Contractor, when such Participating Agency determines this to be in its best interest. The termination for convenience is effective on the date specified in the Participating Agency's written notice. Termination for convenience may entitle the Contractor to payment for deliveries already made up to the date of termination.

EE. TIME

Time is of the essence in Contractor's performance of each and every obligation and duty under this IFB and the contracts that result from this IFB.

FF. INDEMNIFICATION

The Contractor shall protect, hold free and harmless, defend and indemnify COG and its members including their officers, agents and employees, as well as all other Participating Agencies from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

GG. SEVERABILITY/WAIVER

COG, each Participating Agency and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

The failure of either party to enforce any provision of the contract(s) that result from this IFB shall not constitute a waiver by that party of that or any other provision of such contract(s).

(Remainder of page intentionally left blank.)

ATTACHMENT B: AGENCY & ZONE INFORMATION

Agency	Estimated Annual Gallons
City of Alexandria, VA	386,000
City of Fairfax, VA	180,000
Fairfax County Government, VA	10,225,475
Potomac and Rappahannock Transportation Commission (PRTC), VA	1,124,303
Prince William County, VA	355,142
Town of Herndon, VA	55,600
Upper Occoquan Service Authority (UOSA), VA	16,000
Washington Metropolitan Area Transit Authority (WMATA), DC	10,000,000
City of Gaithersburg	75,000
Maryland National Capital Park and Planning Commission	121,000
Montgomery County, MD	2,775,265
City of Takoma Park, MD	25,000
Washington Suburban Sanitary Commission (WSSC), MD	284,000
Prince George's County, MD	1,896,864
Prince George's County Public Schools, MD	3,259,000
City of Bowie, MD	93,000
City of College Park, MD	30,000
City of Greenbelt, MD	25,000
Carroll County Commissioners Department, MD	131,000
Anne Arundel County Public Schools (AACPS), MD	190,000
Charles County Public Schools, MD	35,000
TOTAL	31,282,649

ATTACHMENT B: AGENCY & ZONE INFORMATION (Continued)

ATTACHMENT B: ZONE 1 - METROPOLITAN VA									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
CITY OF ALEXANDRIA									
Duke-Wheeler Fuel Island, 3550 Wheeler Ave., Alexandria, VA 22304	703-746-3240	24 hours a day	2 x 10,000	Below Ground		X		X	350,000
Station 202 Fuel Site, 213 East Windsor Ave, Alexandria, VA 22301	703-746-5235	24 hours a day	2,000	Below Ground		X		X	12,000
Station 206 Fuel Site, 4609 East Seminary Rd, Alexandria, VA 22304	703-746-5235	24 hours a day	2,000	Below Ground		X		X	12,000
Station 208 Fuel Site, 175 North Paxton, Alexandria, VA 22304	703-746-5235	24 hours a day	2,000	Above Ground		X		X	12,000
CITY OF FAIRFAX									
Property Yard Parts Department, 3410 Pickett Rd., Fairfax/VA/22031	703-385-7988	6:30am-2:30pm	12,000	UST		X		X	180,000
FAIRFAX COUNTY GOVERNMENT									
Jermantown Maintenance Facility, 3609 Jermantown Rd., Fairfax, VA 22030			10,000	UST	X				127,750
Newington Maintenance Facility, 8201 Cinder Bed Rd., Lorton, VA 22079			25,000	UST	X				474,500
West Ox Maintenance Facility, 4620 West Ox Rd., Fairfax, VA 22030			15,000	UST	X				401,500
Alban Maintenance Facility, 7245 Fullerton Rd., Springfield, VA 22150			10,000	UST	X				54,750
Woodson Support Center, 9517 Main St., Fairfax, VA 22030			15,000	UST	X				401,500
Mt. Vernon Gov Center, 2511 Parkers Lane, Alexandria, VA 22121			20,000	UST	X				346,750
Fair Oaks Gov Center, 12300 Lee Jackson Hwy., Fairfax, VA 22030			25,000	UST	X				657,000

ATTACHMENT B: ZONE 1 - METROPOLITAN VA

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
West Springfield High School, 6100 Rolling Rd., Springfield, VA 22152			15,000	UST	X				191,625
I-66 Transfer Station, 4618 West Ox Rd., Fairfax, VA 22030			2 x 15,000	UST	X				730,000
Line Maint. Prop Yd, 6000 Freds Oak Rd, Burke, VA 22015			20,000	UST	X				109,500
North County Gov Center, 12000 Bowmantown Dr., Reston, VA 20190			2 x 10,000	UST	X				200,750
McLean Gov Center, 1437 Ball's Hill Rd., McLean, VA 22101			15,000	UST	X				109,500
Lorton Fire Station 19, 7701 Armistead Rd., Lorton, VA 22079			5,000	UST	X				127,750
Herndon Intermediate School, 901 Locust St., Herndon, VA 22070			15,000	UST	X				182,500
West Dr Prop Yd, 10635 West Dr., Fairfax, VA 22030			4,000	UST	X				36,500
Jefferson High School, 6560 Braddock Rd., Alexandria, VA 22312			15,000	UST	X				219,000
Marshall High School, 7731 Leesburg Pike, Falls Church, VA 22043			15,000	UST	X				219,000
Falls Church High School, 7521 Jaguar Trail, Falls Church, VA 22042			15,000	UST	X				365,000
Stonecroft Transportation Center, 4641 Stonecroft Blvd., Chantilly, VA 20151			15,000	UST	X				401,500
Great Falls Fire Station 12, 9916 Georgetown Pike, Great Falls, VA 22066			2,000	UST	X				36,500
Kingstowne Fire Station 37, 7936 Telegraph Rd., Alexandria, VA 22310			2,000	UST	X				27,375

ATTACHMENT B: ZONE 1 - METROPOLITAN VA									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
FCPA, 1410 Hunter Mill Rd., Vienna, VA 22182			2,021	AST		X			Ordered Sep
FCPA, 8116 Braddock Rd., Annandale, VA 22003			2,021	AST		X			Ordered Sep
Burke Fire Station 14, 9501 Burke Lake Rd., Burke, VA 22015			1,500	AST	X				27,375
Chantilly Fire Station 15, 14005 Vernon St., Chantilly, VA 20151			2,000	UST	X				29,200
Clifton Fire Station 16, 12645 Chapel Rd., Clifton, VA 22024			1,000	UST	X				18,250
FCPA - Flatlick, 4501 Brookfield Corporate Dr, Chantilly, VA 20151			2,021	AST		X			Ordered Sep
FCPA, 4030 Hummer Rd., Annandale, VA 22003			2,021	AST		X			Ordered Sep
FCPA , 10401 Burke Lake Rd., Fairfax Station, VA 22039			2,021	AST		X			Ordered Separately
Tyson's Corner Fire Station 29, 1560 Springhill Rd., Tysons Corner, VA 22102			4,000	UST	X				43,800
Fox Mill Fire Station 31, 2610 Reston Parkway, Reston, VA 22091			5,000	UST	X				36,500
Fair View Fire Station 32, 5600 Burke Center Parkway, Burke, VA 22039			5,000	UST	X				45,625
FCDOT Herndon Ops. Center, 268 Spring St., Herndon, VA 22071			2 x 15,000	UST	X				1,204,500
Frying Pan Fire Station 36, 2660 West Ox Rd., Herndon, VA 22071			5,000	UST	X				45,625
I-95 Landfill, 9850 Furnace Rd., Lorton, VA 22079			15,000	UST	X				328,500

ATTACHMENT B: ZONE 1 - METROPOLITAN VA

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
Connector Bus Yard (Newington), 8101 Cinderbed Rd., Lorton, VA 22079			2 x 20,000	UST	X				1,569,500
Pohick Fire Station 35, 7801 Maritime Lane, Springfield, VA 22153			4,000	UST	X				73,000
Seven Corners Fire Station 28, 2949 Sleepy Hollow Rd., Falls Church, VA 22042			2,000	UST	X				45,625
McLean Fire Station 1, 1455 Laughlin Ave., McLean, VA 22101			1,000	UST	X				36,500
Franconia Fire Station 5, 6300 Beulah Rd., Franconia, VA 22310			4,000	UST	X				109,500
Greater Springfield Fire Station 22, 7011 Backlick Rd., Springfield, VA 22150			2,000	UST	X				36,500
West Centreville Fire Station 38, 6001 Oday Dr., Centreville, VA 20120			4,000	UST	X				63,875
Merrifield Fire Station 30, 8739 Lee HWY, Merrifield, VA 22031			2,000	UST	X				Under Construction
PSTOC, 4950 Alliance Dr., Fairfax, VA 22030			3 x 20,000	UST	X				1,058,500
Dunn Loring Fire Station 13, 2148 Gallows Rd., Dunn Loring, VA 22027			2,000	UST	X				32,850
POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION (PRTC)									
Omniride- Eastern Facility, 14700 Potomac Mills Rd., Woodbridge VA 22192	Stuart Simpson-703-8507502	5:00am - 10:30pm	2 x 15,000	In Ground					
Omniride- Western Facility, 7850 Doane Rd, Manassas VA	Daryl Davis-571-513-8743	5:00am - 9:30pm	2 x 15,000	Above Ground					

ATTACHMENT B: ZONE 1 - METROPOLITAN VA									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
PRINCE WILLIAM COUNTY PUBLIC WORKS SOLID WASTE									
Landfill, 14811 Dumfries Rd, MANSSAS VA, 20112	703-792-8125	12 HRS	3,000	Dbl. Walled		X	X		
	703-792-8125	12 HRS	1,000			X	X		
Birchdale Recreation Center, 14730 Birchdale Ave., Dale City, VA 22193	(703) 670-4163	6:30am - 2:30pm	300	Dbl. Walled		X	X		
PRINCE WILLIAM COUNTY FIRE AND RESCUE									
PTSC, 13101 Public Safety Dr, Nokesville, VA 20181	(703) 792-6380	24 HRS	500	Dbl. Walled		X	X		
	(703) 792-6380	24 HRS	2 x 706			X	X		
Station 3F, 18321 Jefferson Davis Hwy, Triangle, VA 22172	(703) 221-4242	24 HRS	1,000	Dbl. Walled		X	X		
Station 4, 14450 John Marshall Hwy, Gainesville, VA 20155	(703) 792-5004	24 HRS	1,000	Dbl. Walled		X	X		
Station 5, 12826 Marsteller Dr, Nokesville, VA 20182	(703) 367-9700	24 HRS	500	Dbl. Walled		X	X		
	(703) 367-9700	24 HRS	1,000			X	X		
Sta 6, 13712 Dumfries Rd, Manassas, VA 20112	(703) 792-5006	24 HRS	300	Dbl. Walled		X	X		
Station 7, 11310 Coles Dr, Manassas, VA 20112	(703) 368-3233	24 HRS	1,000	Dbl. Walled		X	X		
	(703) 368-3233	24 HRS	250			X	X		
Sta 8, 8277 Patton Ln, Manassas, VA 20112	(703) 856-6931	24 HRS	500	Dbl. Walled		X	X		
Station 10, 14975 Catalpa Ct, Woodbridge, VA 22193	(703) 932-3245	24 HRS	326	Dbl. Walled		X	X		
	(703) 932-3245	24 HRS	2,000			X	X		
Sta 11, 7814 Garner Dr, Manassas, VA 20109	(571) 259-8551	24 HRS	1,000	Dbl. Walled		X	X		
Station 12, 2170 Montgomery Ave, Woodbridge, VA 22191	(703) 986-6206	24 HRS	1,000	Dbl. Walled		X	X		

ATTACHMENT B: ZONE 1 - METROPOLITAN VA

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
Station 13, 13511 Hillendale Dr, Woodbridge, VA 22193	(703) 932-3245	24 HRS	500	Dbl. Walled		X	X		
	(703) 932-3245	24 HRS	1,000			X	X		
Station 14/15, 3510 James Madison Hwy, Haymarket, VA 20169	(703) 792-5015	24 HRS	2 x 1000	Dbl. Walled		X	X		
Station 16, 7190 Yates ford Rd., Manassas, VA 20111	(703) 368-0859	24 HRS	500	Dbl. Walled		X	X		
	(703) 368-0859	24 HRS	200			X	X		
Station 17, 15219 Holleyside Dr, Montclair, VA 22025	(703) 221-4242	24 HRS	500	Dbl. Walled		X	X		
	(703) 221-4242	24 HRS	275			X	X		
Staion 18, 5849 Dale Blvd, Woodbridge, VA 22193	(703) 932-3245	24 HRS	2,200	Dbl. Walled		X	X		
Station 20, 3171 Prince William Pky, Woodbridge, VA 22192	(703) 932-3245	24 HRS	1,000	Dbl. Walled		X	X		
Station 22, 7500 Century Park Dr, Manassas, VA 20109	(703) 792-5022	24 HRS	750	Dbl. Walled		X	X		
Station 23, 16530 River Ridge Blvd, Woodbridge, VA 22191	(703) 792-5023	24 HRS	1,000	Dbl. Walled		X	X		
	(703) 792-5023	24 HRS	1,219			X	X		
Station 24, 5901 Antioch Rd, Haymarket, VA 20169	(703) 792-5024	24 HRS	1,500	Dbl. Walled		X	X		
Station 25, 9405 Devlins Grove Pl, Bristow, VA 20136	(703) 367-9700	24 HRS	2 x 1,000	Dbl. Walled		X	X		
Station 26, 5026 Davis Ford Rd, Woodbridge, VA 22192	(703) 792-5026	24 HRS	750	Dbl. Walled		X	X		
	(703) 792-5026	24 HRS	400			X	X		
Western District Police Station, 8900 Freedom Ctr. BLVD., Manssas, VA 20110	703-792-6500	24 HRS	10,000	Dbl. Walled		X	X		10,111
Garfield District Police Station, 15941 Donald Curtis Dr, Woodbridge, VA 22191	703-792-6500	24HRS	4,000	STEEL		X	X		7,944

ATTACHMENT B: ZONE 1 - METROPOLITAN VA									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
PRINCE WILLIAM COUNTY ENVIRONMENTAL SERVICES									
14877 Dumfries Rd, Manassas, VA 20112	(703) 792-5765	7am -2:30pm	1,000	Dbl. Walled		X	X		
PRINCE WILLIAM COUNTY PARKS, RECREATION & TOURISM									
George M Hellwig Memorial Park, 14426 Bristow Rd., Manassas, VA 20112	(703) 791-6511	7am - 3pm	300	Dbl. Walled		X	X		
Locust Shade Park, 4701 Locust Shade Dr, Triangle, VA 22172	(703) 792-8788	7am - 2pm	300	Dbe Walled		X	X		
James A Long Pk, 4603 James Madison Hwy, Haymarket, VA 20169	(703) 754-7786	7am - 2pm	300	Dbl. Walled		X	X		
PWC Stadium Complex, 7 County Complex Court, Woodbridge, VA 22192	(703) 590-5900	7am - 3pm	300	Dbl. Walled		X	X		
Valley View Park, 11930 Valley View Drive, Nokesville, VA 20181	(703) 792-4655	6:30am - 3pm	300	Dbl. Walled		X	X		
Veteran's Memorial Park, 14300 Veterans Drive, Woodbridge, VA 22191	(703) 491-6773	7am - 2pm	300	Dbl. Walled		X	X		
PRINCE WILLIAM COUNTY FLEET AND FACILITIES									
7500 Ben Lomond Pk Dr, Manassas, VA 20109	(703) 369-5326	6:30a - 2:30p	300	Dbl. Walled		X	X		
TOWN OF HERNDON									
Public Works, 1479 Sterling Rd., Herndon, VA 20170	703-435-6800	7-3:30	10,000	UST		X		X	50,000
Police Dept, 397 Herndon Pky, Herndon, VA 20170	703-435-6800	7-3:30	600	AST	X			X	600
Golf Course Maintenance, 1272 Old Heights Rd., Herdon/VA/20170	703-435-6864	6am-2:30pm	1,000	Above Ground	X			X	5,000
UPPER OCCOQUAN SERVICE AUTHORITY (UOSA)									
UOSA - Main Plant - S2, 14631 Compton Rd, Centreville/VA/20121	703-830-2200	6am - 3pm	8,000	In-Ground	X			X	16,000

ATTACHMENT B: ZONE 1 - METROPOLITAN VA									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) LOCATIONS IN ZONES 1, 2, 3, & 4									
Four Mile Run, 3501 S. Glebe Rd., Arlington, VA 22202		Mon. - Fri.	2 x 20,000					X	
West Ox, 4970 Alliance Dr., Fairfax, VA 22030		N/A	3 x 20,000						
Cinder Bed, 7901 Cinder Bed Rd., Lorton, VA 22079		Mon. - Fri.	2 x 20,000				X	X	
			5,000				X	X	
Alexandria Yard, 3201 Eisenhower Ave., Alexandria, VA 22314		Mon - Fri 6am - 1pm	10,000					X	
West Falls Church Rail Yd, 7251 Idylwood Rd., Falls Church, VA 22043		Mon - Fri 6am - 1pm	12,000					X	
ATTACHMENT B: ZONE 2 - MONTGOMERY COUNTY, MD									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
CITY OF GAITHERSBURG									
800 Radditt Rd., Gaithersburg, MD 20878	301-258-6370	7am to 2:30pm	10,000	In-Ground					75,000
MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION									
Meadowbrook Maintenance, 8000 Meadowbrook la, Chevy Chase, MD 20815	240-372-4487	7:30am-2pm	8,000	AST	X		X		20,000
MartinLutherKing Rp, 1120 Jackson Rd, Silver Spring, MD 20904	240-372-4487	7:30am-2pm	1,000	AST	X		X		8,000
Wheaton MY	240-372-4487	7:30am-2pm		AST	X		X		10,000
BrooksideG	240-372-4487	7:30am-2pm		AST	X		X		1,000
PPHQ	240-372-4487	7:30am-2pm		AST	X		X		4,000
CabinJohn, 7700 Tuckerman La., Potomac, MD 20854	240-372-4487	7:30am-2pm	4,000	AST	X		X		12,000

ATTACHMENT B: ZONE 2 - MONTGOMERY COUNTY, MD									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
Olney Manor	240-372-4487	7:30am-2pm		AST	X		X		11,000
Ag History Frm	240-372-4487	7:30am-2pm		AST	X		X		1,000
Pope Farm	240-372-4487	7:30am-2pm		AST	X		X		6,000
Rock Creek	240-372-4487	7:30am-2pm		AST	X		X		15,000
Black Hill	240-372-4487	7:30am-2pm		AST	X		X		12,000
Germantown	240-372-4487	7:30am-2pm		AST	X		X		10,000
Little Bennett	240-372-4487	7:30am-2pm		AST	X		X		11,000
MONTGOMERY COUNTY									
EMTOC - Fleet, 16700 Crabbs Branch Way, Rockville, MD 20855		24/7	2 - 20,000	UST		X		X	566,710
Brookville Bus Depot, 8710 Brookville Rd. (Bottom), Silver Spring, MD 20910		24/7	3 - 12,000	AST		X		X	968,100
County Office Building, 100 Maryland Ave., Rockville, MD 20850		24/7	12,000	UST		X		X	14,200
Gaithersburg HWY Depot, 17000 Crabbs Branch Way, Rockville, MD 20850		24/7	12,000	UST		X		X	174,950
Silver Spring HWY Depot, 8710 Brookville Rd. (Top), Silver Spring, MD 20910		24/7	12,000	UST		X		X	87,725
7Locks Maintenance Facility, 1283 Seven Locks Rd., Rockville, MD 20854		24/7	12,000	AST		X		X	84,165
Colesville HWY Depot, 14335 Cape May Rd., Silver Spring, MD 20904		7am - 3pm	12,000	AST		X		X	61,845
Damascus HWY Depot, 26149 Ridge Rd., Damascus, MD 20872		7am - 3pm	6,000	UST		X		X	17,570
Poolesville HWY Depot, 19200 Jerusalem Rd., Poolesville, MD 20837,		7am - 3pm	5,000	AST	X			X	14,400

ATTACHMENT B: ZONE 2 - MONTGOMERY COUNTY, MD

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
PSTA / MASP, 8751 Snouffer School Rd., Montgomery Village, MD 20879,		24/7	12,000	UST		X		X	80,290
Kensington Bus Depot, 4935 Nicholson Court,		24/7	10,000	AST	X			X	404,900
MONTGOMERY COUNTY FIRE & RESCUE									
Rescue Squad 2, 2400 Arcola Ave., Wheaton, MD 20902		24/7	1,500	AST	X		X		13,500
FRS Station 5, 10620 Connecticut Ave., Kensington, MD 20895		24/7	1,500	AST	X		X		15,500
FRS Station 6, 6600 Wisconsin Ave., Bethesda, MD 20814		24/7	1,000	AST	X		X		13,500
FRS Station 8, 801 Russell Ave., Gaithersburg, MD 20879		24/7	2,000	AST	X		X		10,500
FRS Station 9, 25801 Frederick Rd., Clarksburg, MD 20871		24/7	500	AST	X		X		13,500
FRS Station 10, 8001 River Rd., Bethesda, MD 20817		24/7	1,500	AST	X		X		13,500
FRS Station 11, 5920 Massachusetts Ave., Bethesda, MD 20816		24/7	1,000	AST	X		X		13,500
FRS Station 12, 10617 New Hampshire Ave., Silver Spring, MD 20903		24/7	1,000	AST	X		X		13,500
FRS Station 14, 19801 Beallsville Rd., Beallsville, MD 20839		24/7	1,500	AST	X		X		10,500
FRS Station 15, 13900 Old Columbia Pike, Burtonsville, MD 20866		24/7	1,000	AST	X		X		13,500
FRS Station 16, 111 University Blvd., Silver Spring, MD 20901		24/7	1,500	AST	X		X		15,500
FRS Station 17, 21400 Laytonsville Rd., Gaithersburg, MD 20882		24/7	1,000	AST	X		X		10,500

ATTACHMENT B: ZONE 2 - MONTGOMERY COUNTY, MD

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
FRS Station 21, 12500 Veirs Mill Rd., Rockville, MD 20853		24/7	2,500	AST	X		X		13,500
FRS Station 25, 14401 Connecticut Ave., Silver Spring, MD 20906		24/7	1,500	AST	X		X		15,500
FRS Station 26, 6700 Democracy Blvd. West, Bethesda, MD 20817		24/7	500	AST	X		X		13,500
FRS Station 28, 7272 Muncaster Mill Rd., Derwood, MD 20855		24/7	500	AST	X		X		10,500
FRS Station 31, 121000 Darnestown Rd., Gaithersburg, MD 20878		24/7	3,500	AST	X		X		13,500
FRS Station 32, 9615 Darnestown Rd., Rockville, MD 20850		24/7	1,500	AST	X		X		15,500
FRS Station 34, 20633 Boland Farm Rd., Germantown, MD 20876		24/7	2,500	AST	X		X		13,500
FRS Station 40, 16911 Georgia Ave., Olney, MD 20832		24/7	1,000	AST	X		X		13,500
Southlawn Maintenance Facility, 14935 Southlawn Lane, Rockville, MD 20850		24/7	1,000	AST	X		X		10,500
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) LOCATIONS IN ZONES 1, 2, 3, & 4									
Montgomery, 5400 Marinelli Rd., Rockville, MD 20852		Mon. - Fri.	3 x 20,000				X	X	
Shady Grove Yard, 15903 Somerville Dr., Rockville, MD 20855		Mon - Fri 6am - 1pm	6,000					X	
Glenmont Rail Yard, 12750 Layhill Rd., Silver Spring, MD 20906		Mon - Fri 6am - 1pm	6,000					X	
CITY OF TAKOMA PARK									
Public Works Yard, 31 Oswego Ave, Silver Spring, MD 20910	301-891-7617	8am to 5pm	5,000	UG, FRP Clad Steel					25,000

ATTACHMENT B: ZONE 2 - MONTGOMERY COUNTY, MD									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
WASHINGTON SUBURBAN SANITARY COMMISSION (WSSC) LOCATIONS IN ZONES 2 & 3									
Brighton Dam, 2 Brighton Dam Rd., Brookeville, MD 20833	301-206-7488	7AM-4PM	2,500	In-Ground					4,000
Gaithersburg Garage, 11 W Diamond Ave, Gaithersburg, MD 20877	301-206-7367	6:30AM-3PM	10,000	In-Ground					65,400
Lyttonsville Garage, 2501 Lyttonsville Rd., Silver Spring, MD 20901	301-206-7343	6:30AM-3PM	10,000	In-Ground					50,500
Seneca, 12600 Great Seneca HWY, Germantown, MD 20874	301-206-7909	7AM-4PM	1,000	Above Ground					6,900
ATTACHMENT B: ZONE 3 - PRINCE GEORGE'S COUNTY, MD									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
PRINCE GEORGE'S COUNTY									
Accokeek Vfd Co. 24, 16111 Livingston Rd., Accokeek, MD 20745		24/7	2,000	UST	X				13,844
Baden Vfd Co. 36, 16608 Brandywine Rd., Brandywine, MD 20613		24/7	2,000	UST	X				12,864
Bowie Vfd Co. 39, 15454 Annapolis Rd, Bowie, MD 20715		24/7	2,000	UST	X				24,839
Adelphi Vfd Co. 34, 7833 Riggs Rd., Adelphi, MD 20783		24/7	2,000	UST	X				14,887
Clinton Vfd Co.25, 9025 Woodyard Rd, Clinton, MD 70735		24/7	4,000	UST	X				27,045
College Park Vfd Co. 12, 8115 Baltimore Ave., College Park, MD 20740		24/7	2,500	UST	X				44,949

IFB 22-004 ONLINE BIDDING FOR ULSD (REVERSEAUCTION)

ATTACHMENT B: ZONE 3 - PRINCE GEORGE'S COUNTY, MD

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
DPW&T Glenn Dale, 7317 Northern Ave., Glenn Dale, MD 20769		24/7	5,000	Above Ground	X				58,708
Laurel Vfd Co.10, 7411 Cherry Lane, Laurel, MD 20707		24/7	1,000	UST	X				25,370
Police Services HQ, 7600 Barlowe Rd., Landover, MD 20785		24/7	6,000	UST	X				76,909
Silver Hill Vfd Co.29, 3900 Old Silver Hill Rd., Silver Hill, MD 20741		24/7	2,000	UST	X				40,969
Beltsville Vfd Co. 31, 4911 Prince George's Ave., Beltsville, MD 20705		24/7	10,000	UST		X			24,177
DPW&T Brandywine, 12911 Cherry Tree Xing, Brandywine, MD. 20613		24/7	10,000	UST		X			19,855
Bunker Hill Fire Dept., 3716 Rhode Island Ave, Mount Raiier, MD. 20712		24/7	10,000	UST		X			35,605
DPW&T D'arcy Rd, 8403 D'arcy Rd, Forestville, MD. 20747		24/7	2-12,000	UST		X			993,560
Equestrian Center, 5600 Water St, Upper Marlboro, MD. 20772		24/7	10,000	UST		X			26,420
OCS/FOM, 3415 N. Forest Edge Rd, Forestville, MD. 20747		24/7	10,000	UST		X			139,588
Landfill, 3500 Brown Station Rd, Upper Marlboro, MD. 20772,		7AM-4:30PM MON-FRI	12,000	UST		X			233,557
Oxon Hill Vfd Co. 21, 7600 Livingston Rd, Oxon Hill, MD. 20745		24/7	10,000	UST		X			41,352
Dist.2 Bowie Police, 601 Crain Hwy, Upper Marlboro, MD. 20772		24/7	10,000	UST		X			19,075
SOD Police Riverdale, 6700 Riverdale Rd, Riverdale, MD. 20737		24/7	10,000	UST		X			23,291

ATTACHMENT B: ZONE 3 - PRINCE GEORGE'S COUNTY, MD									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS									
Fairmont Heights Bus Lot, 1901 S. Club Drive, Landover, MD 20785	301-386-6123	5AM-5PM	10,000	AST Smart Pump		X	X		431,000
Bladensburg Bus Lot, 4800 Varnum St., Bladensburg, MD 20710	301-985-1739	5AM-5PM	2 x 10,000	UST		X	X		202,000
Crossland Bus Lot, 6901 Temple Hills Rd., Temple Hills, MD 20748	301-449-4896	5AM-5PM	10,000	AST Smart Pump		X	X		153,000
Robert Goddard Bus Lot, 9850 Good Luck Rd., Seabrook, MD 20706	301-918-8551	5AM-5PM	2 x 10,000	UST		X	X		221,000
Greenbelt Bus Lot, 6350 Greenbelt Rd., Greenbelt, MD 20770	301-513-5424	5AM-5PM	12,000	AST Smart Pump		X	X		261,000
John Hanson Bus Lot, 6360 Oxon Hill Rd., Oxon Hill, MD 20745	301-749-4347	5AM-5PM	2 x 10,000	UST		X	X		183,000
Laurel Bus Lot, 8000 Cherry Lane, Laurel, MD 20707	301-498-1559	5AM-5PM	10,000	UST		X	X		228,000
Mullikin Bus Lot, 11050 Mt. Oak Rd., Mitchellville, MD 20716	301-390-0249	5AM-5PM	10,000	AST Smart Pump		X	X		353,000
Surrattsville Bus Lot, 9920 Brandywine Rd., Clinton, MD 20735	301-599-2552	5AM-5PM	2 x 10,000	UST		X	X		296,000
Douglass Bus Lot, 13202 Old Marlboro Pike, Upper Marlboro, MD 20772	301-952-7714	5AM-5PM	2 x 10,000	UST		X	X		431,000
Friendly Bus Lot, 10000 Allentown Rd., Ft. Washington, MD 20744	301-449-4897	5AM-5PM	10,000	UST		X	X		239,000
	301-449-4897	5AM-5PM	8,000	UST		X	X		
Marlboro Garage, 4801 Brown Station Rd. Upper Marlboro, MD 20772	301-952-7800	5AM-11:30PM	10,000	AST/Remote Port		X	X		261,000

IFB 22-004 ONLINE BIDDING FOR ULSD (REVERSEAUCTION)

ATTACHMENT B: ZONE 3 - PRINCE GEORGE'S COUNTY, MD

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
CITY OF BOWIE									
Public Works Department, 15901 Fred Robinson Way, Bowie, MD 20716	301-809-3031	7am - 3:30pm	8,000	In-Ground					80,000
	301-809-3031	7am - 3:30pm	6,000	Abv Ground					13,000
CITY OF COLLEGE PARK									
9217 51st Ave., College Park MD 20740	240-623-6359	7AM-3:30PM	10,000	Abv Ground					30,000
CITY OF GREENBELT									
DPW, 555 Crescent Rd., Greenbelt, MD 20770	301-474-8004	7:30am-4pm	3,000	Abv Ground	X			X	25,000
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) LOCATIONS IN ZONES 1, 2, 3, & 4									
3433 Pennsy Dr., Landover, MD 20785		Mon. - Fri.	3 x 20,000				X	X	
Southern Ave., 1301 Boone's Hill Rd., Coral Hills, MD 20743		Mon. - Fri.	2 x 20,000					X	
Andrews Federal Center, 7541 Andrews Federal Campus Dr., Suitland, MD 20746		Mon. - Fri.	3 x 20,000				X	X	
		Mon. - Fri.	10,000				X	X	
		Mon. - Fri.	5,000				X	X	
New Carrollton, 4300 Garden City Dr, New Carrollton, MD 20784		Mon - Fri 6am - 1pm	6,000					X	
Greenbelt Yard, 5801 Sunnyside Ave, College Park, MD 20740		Mon - Fri 6am - 1pm	12,000					X	
Branch Ave Rail Yard, 5700 Capital Gateway Dr., Suitland, MD 20746		Mon - Fri 6am - 1pm	15,000					X	
WASHINGTON SUBURBAN SANITARY COMMISSION (WSSC) LOCATIONS IN ZONES 2 & 3									
Anacostia Garage, 3500 Kenilworth Ave., Hyattsville, MD 20781	301-206-4290 301-206-4291	6:30AM-3PM	2 x 16,000	In-Ground					69,000

ATTACHMENT B: ZONE 3 - PRINCE GEORGE'S COUNTY, MD

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
Laurel Garage, 15110 Sweitzer Ln, Laurel, MD 20707	301-206-7523	6:30AM-3PM	1,000	In Ground					8,400
Parkway, 10100 Canadian Way, Laurel, MD 20708	301-206-7528	7AM-4PM	4,000	In Ground					3,100
Piscataway, 11 Farmington Rd. West, Accokeek, MD 20607	301-206-7428	7AM-4PM	500	Above Ground					2,600
Temple Hills Garage, 8444 Temple Hills Rd., Temple Hills, MD 20748	301-206-7304	6:30AM-3PM	10,000	In Ground					69,800
Western Branch 6600 Crain HWY, Upper Marlboro, MD 20772	301-206-7550	7AM-4PM	4,000	In Ground					4,300

ATTACHMENT B: ZONE 4 - WASHINGTON, DC

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) LOCATIONS IN ZONES 1, 2, 3, & 4									
Bladensburg, 2251 26th St., NE., Washington, DC 20018		Mon. - Fri.	2 x 25,000					X	
		Mon. - Fri.	10,000					X	
Northern (currently not operable), 4615 14th St., NW., Washington, DC 20011		TBD	3 x 20,000						
Shepherd Parkway, 2 DC Village Lane, SW., Washington, DC 20032		Mon. - Fri.	3 x 20,000				X	X	
		Mon. - Fri.	10,000				X	X	
Western, 5230 Wisconsin Ave., NW., Washington, DC 20015		Mon. - Fri.	2 x 20,000				X	X	

ATTACHMENT B: ZONE 5 - ANNE ARUNDEL COUNTY, MD

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS (AACPS)									
AACPS Facilities, 9034 Ft. Smallwood Rd., Pasadena, MD 21122	443-770-5931	6:30am-3:00pm	5,000	Above Ground Pump Required	X	X		X	60,000
AACPS Transportation, 8229 Waterford Rd., Pasadena, MD 21122	410-562-1163	6:30am-3:00pm	20,000	In Ground	X	X		X	130,000

ATTACHMENT B: ZONE 6 - CARROLL COUNTY, MD

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
CARROLL COUNTY									
Maintenance Center, 1250 Old Meadow Branch Rd., Westminster MD 21158	410-386-6750	5:30am - 5pm	10,000			X		X	17,000
	410-386-6750	5:30am - 5pm	20,000	Dbi Wall		X		X	114,000

ATTACHMENT B: ZONE 7 - CHARLES COUNTY, MD

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
CHARLES COUNTY PUBLIC SCHOOLS									
Central Office, 5980 Radio Station Rd., LaPlata, MD 20646	301-932-6610		275	Onan		X		X	
Maintenance Shop, 5965 Radio Station Rd., LaPlata, MD 20646	301-934-7288		15,000			X		X	
Dr. James Craik Elementary School, 7725 Marshall Corner Rd., Pomfret, MD 20675	301-934-4270		275	Onan		X		X	
Theodore G. Davis Middle School, 2495 Davis Rd., Waldorf, MD 20603	301-638-0858		375	Kohler		X		X	

ATTACHMENT B: ZONE 7 -CHARLES COUNTY, MD

Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
William A. Diggs Elementary School, 2615 Davis Rd., Waldorf, MD 20603	301-638-7202		270	Cummins		X		X	
Dr. Gustavus Brown Elementary School, 421 University Dr., Waldorf, MD 20603	301-645-2330		80	Kohler		X		X	
F.B. Gwynn Center, 5998 Radio Station Rd., LaPlata, MD 20646	301-934-3884		138	Generac		X		X	
John Hanson Middle School, 3165 John Hanson Dr., Waldorf, MD 20601	301-645-4520		275	Onan		X		X	
Dr. Thomas L. Higdon Elementary School, 12872 Rock Point Rd., Newburg, MD 20664	301-934-4091		300	Onan		X		X	
Indian Head Elementary School, 4200 Indian Head Hwy., Indian Head, MD 20648	301-743-5454		275	Generac		X		X	
Daniel of St. Thomas Jenifer Elementary School, 2820 Jenifer School Lane, Waldorf, MD 20603,	301-932-9603		275	Kohler		X		X	
LaPlata High School, 6035 Radio Station Rd., LaPlata, MD 20646	301-934-1100		275	Generac		X		X	
Henry E. Lackey High School, 3000 Chicamuxen Rd., Indian Head, MD 20640	301-753-5431		300	Spectrum		X		X	
Malcolm Elementary School, 14760 Popular Hill Rd., Waldorf, MD 20601	301-645-2691		60	Generac		X		X	
Mary H. Matula Elementary School, 6025 Radio Station Rd., LaPlata, MD 20646	301-934-5412		300	Kohler		X		X	
Maurice J. McDonough High School, 7165 Marshall Corner Rd., Pomfret, MD 20675	301-934-2944		355	Generac		X		X	
Mary B. Neal Elementary School, 12105 St. Georges Dr., Waldorf, MD 20602	301-638-2617		235	Cummins		X		X	

ATTACHMENT B: ZONE 7 - CHARLES COUNTY, MD									
Location	Phone	Hours of Operation	Tank Size	Tank Type	Tank Wagon or Truck Transport		Delivery Type		Annual Usage
					TW	TT	Auto	Will Call	
J.C. Parks Elementary School, 3505 Livingston Rd., Indian Head, MD 20640	301-375-7444		300	Generac		X		X	
Piccowaxen Middle School, 12834 Rock Point Rd., Newburg, MD 20664	301-934-1977		300	Caterpillar		X		X	
General Smallwood Middle School, 4990 Indian Head Hwy., Indian Head, MD 20640	301-743-5422		60	Generac		X		X	
St. Charles High School, 5305 Piney Church Rd., Waldorf, MD 20602	301-753-2090		1,000	Generac		X		X	
Starkey IT System, 5980 Radio Station Rd., LaPlata, MD 20646	301-934-7250		975	Kohler		X		X	
Benjamin Stoddert Middle School, 2040 St. Thomas Dr., Waldorf, MD 20602	301-645-1334		60	Generac		X		X	
Thomas Stone High School, 3785 Leonardtown Rd., Waldorf, MD 20601	301-645-2601		275	Onan		X		X	
Eva Turner Elementary School, 1000 Bannister Circle., Waldorf, MD 20602	301-645-4828		275	Generac		X		X	
Robert Stethem VoTech Center, 7775 Marshall Corner Rd., Pomfret, MD 20675	301-753-1757		138	Generac		X		X	
Annex 1, 5985 Radio Station Rd., LaPlata, MD 20646			225	Generac		X		X	

ATTACHMENT C: AFFIDAVIT OF NON-COLLUSION AND DEBARMENT STATUS

This is to certify that the undersigned Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive in connection with this Bid submitted to the Metropolitan Washington Council of Governments.

In addition, the Bidder also certifies that they are in good standing and not on any debarred lists with any Participating Agency or any Local, Federal and/or State Governments.

IFB: 22-004 – Online Bidding for Cooperative Purchase (Reverse Auction) of Ultra-Low Sulfur Diesel (ULSD)

Name of Bidder

Signature

Title of Authorized Representative

Date

ATTACHMENT D: BIDDER'S REFERENCES

Please provide, with your submission of qualifications three references from governmental agencies/jurisdictions/entities or companies currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last twelve months. Names for references shall be of individuals who directly supervised or had direct knowledge of the fuel provided.

Failure to provide references with your bid response may result in the Bidder being ruled non-responsible or non-responsive.

1. Name of Firm: _____
 Address: _____ City: _____ ST: _____ Zip: _____
 Contact Person: _____ Title: _____
 Phone: _____ Email Address: _____

2. Name of Firm: _____
 Address: _____ City: _____ ST: _____ Zip: _____
 Contact Person: _____ Title: _____
 Phone: _____ Email Address: _____

3. Name of Firm: _____
 Address: _____ City: _____ ST: _____ Zip: _____
 Contact Person: _____ Title: _____
 Phone: _____ Email Address: _____

ATTACHMENT E: SUBCONTRACTORS' NAMES FOR DELIVERY

Contractors who subcontract the delivery of ULSD must submit the subcontractor(s) name, address, and telephone number. During the life of the contract, the Contractor must provide name, nature, and extent of all subcontractors.

Subcontractors will be considered an agent of the Contractor, and will be held fully accountable for all of the Subcontractor services, labor, product quality and materials relative to the contract

1. Firm's Name: _____

Telephone Number: _____ Email: _____

Address: _____

2. Firm's Name: _____

Telephone Number: _____ Email: _____

Address: _____

3. Firm's Name: _____

Telephone Number: _____ Email: _____

Address: _____

ATTACHMENT F: FINANCIAL AND CONTRACT INFORMATION

1. Dun & Bradstreet DUNS # _____

2. Evidence of supply contracts with reputable diesel suppliers normally engaged in the business of supplying diesel in sufficient quantities to fulfill the IFB requirements. Please list below names and terms of the agreement including beginning and end dates.

Supplier	Address	Contract Dates

ATTACHMENT G: REVERSE AUCTION INFORMATION

Metropolitan Washington Council of Governments (COG)
Online Bidding for Cooperative Purchase (Reverse Auction)
of Ultra-Low Sulfur Diesel (ULSD)

February 28, 2022

You are invited to respond regarding an Online Reverse Auction Bidding Event resulting in a contract for ultra-low sulfur diesel (ULSD) involving multiple geographic zones and delivery methods. The online reverse auction bidding event will be hosted and conducted by eBridge Business Solutions, LLC ("eBridge"). The reverse auction bidding event will be conducted on behalf of COG for the benefit of COG members and any additional agencies/ jurisdictions/entities expressing interest (referred to as "Participating Agencies").

In accordance with the terms of the attached IFB, Bidders interested in participating in the IFB shall comply with these instructions and the requirements described in the IFB, including all mandatory submissions. A bid shall consist of two parts: (1) a complete and accurate response to the IFB, which COG will utilize to determine a Bidder's eligibility to participate in the on-line reverse auction bidding event and (2) at a later date, price submissions by eligible Bidders via reverse auction.

COG is using an online bidding methodology provided by eBridge, which includes an on-line reverse auction and is set forth in greater detail in these instructions. In order to be eligible to respond to the IFB, the Bidder must be able to meet all stated requirements and meet the specifications set forth in the IFB. **DO NOT SUBMIT PRICING AT THIS TIME. THIS WILL BE DONE EXCLUSIVELY ONLINE ONLY BY ELIGIBLE BIDDERS.** We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as information on the eBridge and the Electronic Reverse Auction Bidding Process. We thank you for your participation.

Sincerely,

eBridge Business Solutions, LLC
Tara O'Bannon Redmon
10200 Forest Green Blvd., Ste. LL1
Louisville, KY 40223
(877) 245-8880
tara.obannon@ebridgeprocurement.com

ATTACHMENT G (Continued)WHAT IS EBRIDGE AND REVERSE AUCTION?

eBridge is a service provider contracted by COG to facilitate the bidding process with online tools and a team of knowledgeable professionals. You may find additional information about eBridge by visiting our website at www.eBridgeprocurement.com. If you have not already registered with eBridge, an authorized representative must do so prior to the required system training. The eBridge registration process is free and can be done through <https://bids3.ebridgeprocurement.com/account/register/>.

HOW TO RESPOND TO THE REVERSE AUCTION

Steps to note for the Reverse Auction

- Submit your bid to this solicitation by the due date and time listed in “section I. Summary” or any subsequent solicitation amendment. Failure to submit your response as requested by COG may render your package "Non-Responsive". **DO NOT INCLUDE PRICING ANYWHERE WITHIN THE RESPONSE SUBMISSION; pricing will be done exclusively online.**
- In addition to including Attachment G with your bid submission (mandatory), you must also return the completed and signed Electronic Bid Event Submission form (pages 55 and 56 of this Attachment) to eBridge no later than the due date and time for this IFB.
- Once COG has reviewed responses and submitted the list of eligible Bidders to eBridge, these eligible Bidders will receive a Formal Invitation from eBridge via email to participate in the electronic bid event.
- Eligible Bidders will be contacted by an eBridge representative to schedule training on the eBridge process to familiarize you with the process and answer any reverse auction-related questions.
- Eligible Bidders must place their initial bid online before the deadline listed in Section I. Summary to continue participation in this opportunity.
- Live Bid Event will begin at the date and time listed in Section I. Summary.

ATTACHMENT G (Continued)

EBRIDGE ELECTRONIC BID EVENT FORM

Must be completed and emailed to tara.obannon@ebridgeprocurement.com

COG will accept live bids for the Cooperative Purchase of ultra-low sulfur diesel (ULSD) using an Electronic Sealed Bidding Process on Friday, April 8, 2022 at 11:00AM ET. The undersigned Bidder hereby proposes and agrees to furnish ultra-low sulfur diesel (ULSD) in accordance with the attached IFB and the below eBridge supplier terms and conditions. The Bidder also agrees to participate in an Electronic Sealed Bidding Event to determine final pricing.

Pursuant to the requirements of the IFB, a fee of \$0.0149 per gallon of ultra-low sulfur diesel (ULSD) purchased pursuant to the results of this IFB by each Participating Agency or subsequent buyer will be paid by the award-winning Contractor to eBridge. Estimated Annual Usage for Participating Agencies that may purchase ultra-low sulfur diesel (ULSD) is as follows although past purchase history is no guarantee of future purchases and future purchases can be below or exceed past usage amounts:

Agency	Est. Annual Gallons
City of Alexandria, VA	386,000
City of Fairfax, VA	180,000
Fairfax County Government, VA	10,225,475
Potomac and Rappahannock Transportation Commission (PRTC), VA	1,124,303
Prince William County, VA	355,142
Town of Herndon, VA	55,600
Upper Occoquan Service Authority (UOSA), VA	16,000
Washington Metropolitan Area Transit Authority (WMATA), DC	10,000,000
City of Gaithersburg	75,000
Maryland National Capital Park and Planning Commission	121,000
Montgomery County, MD	2,775,265
City of Takoma Park, MD	25,000
Washington Suburban Sanitary Commission (WSSC), MD	284,000
Prince George's County, MD	1,896,864
Prince George's County Public Schools, MD	3,259,000
City of Bowie, MD	93,000
City of College Park, MD	30,000
City of Greenbelt, MD	25,000
Carroll County Commissioners Department, MD	131,000
Anne Arundel County Public Schools (AACPS), MD	190,000
Charles County Public Schools, MD	35,000
TOTAL	31,282,649

AUTHORIZED BIDDER SIGNATURE: _____

COMPANY NAME DATE

CONTACT PERSON TITLE

PHONE NUMBER FAX

ADDRESS CITY ST ZIP

EMAIL ADDRESS SIGNATURE

ATTACHMENT G (Continued)

IMPORTANT

The following document is included for your review and examination.

EBRIDGE BUSINESS SOLUTIONS, LLC
SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution and makes no warranty of any kind to you concerning any Buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating Buyer is an agreement solely with such Buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the

Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the Buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of Buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying Buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

3. Conduit Services Only. The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential Buyers, potential Buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential Buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating Buyers. You must conduct your own inquiries concerning the qualifications and reputation of Buyers and must look only to the Buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. eBridge does not verify or validate the information provided by or any representations or warranties made by Buyers on the Solution and makes no representation or warranty of any kind to you concerning any Buyer using the Solution. You shall look solely to the Buyer with respect to any Buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any Buyer-related information or representations and warranties.

5. **Coded Access.** The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. **YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES.** Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.
6. **Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate asintended.
7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. **YOU AGREE YOUHAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION.** Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that is remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee is charged to the awarded supplier(s). Said fee will be assessed to the awarded supplier(s) at the rate listed on the Electronic Bid Event Submission Form and will be imposed in the manner described in this Section 11 and Attachment A Terms and Conditions, E. Fee Paid By Contractor To Reverse Auction Consultant of the attached IFB. All fees are to be paid to eBridge by the awarded supplier(s) once delivery is made to the Buyer and the awarded supplier(s) is paid by the Buyer. Payment will be made on

monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time Buyer rebids same in a manner consistent with acceptable procurement procedures.

Suppliers will ensure this transaction fee is included in every bid supplier submits before or during an auction. You further acknowledge any payment made by a Buyer with respect to a sale in which you were the winning supplier, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the fee. Because these fees are expected to be INCLUDED in your pricing, these fees shall not be delineated in your invoicing to the Buyer.

Any Buyer that buys ultra-low sulfur diesel (ULSD) from the resultant Contractor(s) based upon the results of the reverse auction from this IFB is obligated to pay the \$0.0149 per gallon fee to eBridge for every gallon purchased and is obligated to report monthly usage to eBridge. This is regardless of whether the Buyer that buys ultra-low sulfur diesel (ULSD) is one of the initial participating Buyers and regardless of whether such Buyer appears on the Mid-Atlantic Purchasing Team Rider Clause. Any and all subsequent or additional orders, including but not limited to, any additional agencies/jurisdictions/entities that ride/bridge or buy from the contract and/or pricing that results from this specific electronic bid for ultra-low sulfur diesel (ULSD) is subject to these terms and conditions in their entirety.

12. Disclosures. You acknowledge by using the Solution, you agree to provide eBridge accurate and complete information regarding (a) any agreement entered into by you with a participating Buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating Buyer with respect to the product or service sold to such Buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any Buyer pursuant to any agreement entered into by you with a participating Buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to eBridge immediately upon becoming aware of such information and eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

13. Privacy Policy. eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information and makes no representations or warranties about the privacy or other policies of any other websites.

14. Reselling or Transfer. You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
15. Access to Internet. You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
16. Interference with Others. You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
17. Links to Other Websites. The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
18. Copyright - How You May Use the Content of the Solution. The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third-party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.
19. Framed Links. You may not create framed links to the Solution without the prior written consent of eBridge.

20. **Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
21. **Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a Buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such Buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
22. **Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
23. **Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
24. **Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
25. **No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
26. **Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

ATTACHMENT H: FUEL CONTACTS BY AGENCY

DEPARTMENT	NAME	PHONE	EMAIL
CITY OF ALEXANDRIA			
Operational: T&ES/Fleet Services Division	Walter Grimes	703-746-3245	walter.grimes@alexandriava.gov
Procurement/Billing: T&ES/Fleet Services	Christopher Bedwell	703-746-3272	christopher.bedwell@alexandriava.gov
Operational/Billing: Fire Department	Michael Young	703-746-5235	michael.young@alexandriava.gov
CITY OF FAIRFAX			
Operational	Lee Hall	703-385-7989	lee.hall@fairfaxva.gov
Procurement	Patti Innocenti	703-385-7875	Patricia.Innocenti@fairfaxva.gov
Billing	Angeline Agoncillo	703-385-7873	AccountsPayable@fairfaxva.gov
FAIRFAX COUNTY GOVERNMENT			
Operational	Jaime Martinez	703-324-3519	jaime.martinez@fairfaxcounty.gov
Procurement	Sehresh Tanweer	703-324-2719	sehresh.tanweer@fairfaxcounty.gov
Billing	Dre'a Curry	703-324-3527	Drea.Curry@fairfaxcounty.gov
POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION (PRTC)			
Operational:	Kenneth Tuitt	571-991-5897	ktuitt@omniride.com
Procurement:	Cynthia Porter-Johnson	703-580-6147	cporter-johnson@omniride.com
Billing:	Donna Winslow	703-580-6142	dwinslow@omniride.com
PRINCE WILLIAM COUNTY			
Operational: Environmental Services	Lucas Hisghman	703-792-6865	lhisghman@pwcgov.org
Operational: Fire & Rescue	Brett Hamby	571-722-8857	bhamby@pwcgov.org
Operational: Fleet & Facilities	KESHIA MILLER	703-792-5932	KMILLER2@PWCgov.ORG
Operational/Billing: Parks, Recreation & Tourism	Mike Lindly	703 792-4283	MLindly@pwcgov.org
Operational: Public Works	Scott Kleinfeld	703-792-8125	skleinfeld@PWCgov.ORG
Procurement	MAEN ABU HAMDAN		mabuhamdan@pwcgov.org
Procurement: Public Works	Yolanda Bell	703-792-6794	ybell@pwcgov.org
Billing: Environmental Services	Katarina Burgess	703-792-5739	kmburgess@pwcgov.org
Billing: Fleet & Facilities	KYM PORTER	703-792-5097	KPORTER@PWCgov.ORG
Billing: Public Works	Amy Zitzmann	703-792-5661	azitzmann@PWCgov.ORG

IFB 22-004 ONLINE BIDDING FOR ULSD (REVERSE AUCTION)

DEPARTMENT	NAME	PHONE	EMAIL
TOWN OF HERNDON			
Operational	John Craft	703-435-6860	john.craft@herndon-va.gov
Operational - Golf Course	Michael Muller	571-221-0133	michael.mueller@herndon-va.gov
Procurement	Amanda Wilks	703-435-6860	amanda.wilks@herndon-va.gov
Billing	Danilo Ruiz	703-435-6800	danilo.ruiz@herndon-va.gov
UPPER OCCOQUAN SERVICE AUTHORITY (UOSA)			
Operational	William Gaskins	703-830-2200	Will.Gaskins@uosa.org
Procurement	Dustin Baker	703-830-2200	Dustin.Baker@uosa.org
Billing	Helen Vannoy	703-830-2200	Helen.Vannoy@uosa.org
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)			
Operational	Paul Kershaw	703-572-2870	paul.kershaw@mwa.com
Procurement	Cedric Kinlow	703-417-8675	cedric.kinlow@mwa.com
Billing	Wanda Onafuwa	703-417-1201	wanda.onafuwa@mwa.com
CITY OF GAITHERSBURG			
Operational	Wayne Meredith	240-805-1264	wayne.meredith@gaitHERSBURGMd.gov
MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION			
Operational	Steve Hughes	240-372-4487	steve.hughes@Montgomeryparks.org
Procurement	Lawrence Taylor	301-454-1614	lawrence.taylor@mncppc.org
Billing	Sharon Jones	301-454-1600	apsection@mncppc.org
MONTGOMERY COUNTY			
Operational/Billing - Fleet	Brad Weatherly	240-777-5774	Bradley.weatherly@montgomerycountymd.gov
Operational FRS	Steve Lamphier	240-777-2494	Steve.Lamphier@montgomerycountymd.gov
Procurement	Suzanne Kapust		Suzanne.Kapust@montgomerycountymd.gov
Procurement	Yemisi Ogbodo		Yemisi.Ogbodo@montgomerycountymd.gov
Billing FRS	Shereen Blanton	240-777-2213	Shereen.Blanton@montgomerycountymd.gov
CITY OF TAKOMA PARK			
Operational/Billing	Keith Perry	240-832-6223	keithp@takomaparkmd.gov
Procurement	Daryl Braithwaite	301-674-8229	daryl@takomaparkmd.gov

IFB 22-004 ONLINE BIDDING FOR ULSD (REVERSEAUCTION)

DEPARTMENT	NAME	PHONE	EMAIL
WASHINGTON SUBURBAN SANITARY COMMISSION (WSSC)			
Operational	John Poetker	301-206-4286	John.Poetker@wsscwater.com
PRINCE GEORGE'S COUNTY			
Operational	Alvin Boyd	301-808-1731	aboyd@co.pg.md.us
Operational	Robert Overstreet	301-808-1723	rpooverstreet@co.pg.md.us
PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS			
Operational	Central Garage Office	301-952-6530	
Procurement	Purchasing Office	301-952-6560	purchasing.clerk@pgcps.org
Billing	Accounts Payable	301-952-6160	
CITY OF BOWIE			
Operational: Public Works	Stephen Beall	301-809-2340	sbeall@cityofbowie.org
Operational: Parks & Grounds	Diane Griffin-Pluebell	301-809-2353	dpluebell@cityofbowie.org
Procurement: Public Works/Parks & Grounds	Mati Bazaruto	301-789-9663	mbazaruto@cityofbowie.org
CITY OF COLLEGE PARK			
Operational	Tim Posey	240-487-3608	tposey@collegeparkmd.gov
Procurement	Robert Marsili	240-623-6359	rmarsili@collegeparkmd.gov
CITY OF GREENBELT			
Operational	Brian Townsend	301-474-8004	btownsend@greenbeltmd.gov
Procurement		301-474-8004	bkim@greenbeltmd.gov
CARROLL COUNTY			
Operational/Procurement/Billing	June L Schaeffer	410-386-6748	jschaeffer@carrollcountymd.gov
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS (AACPS)			
Operational: Facilities	Mike Rogall	443-770-5931	MROGALL@AACPS.org
Operational: Transportation	David Harris	410-562-1163	dwharris@AACPS.org
Procurement: Facilities/Transportation	Coleen Myers	410-222-5169	cmmyers@aacps.org
CHARLES COUNTY PUBLIC SCHOOLS			
Operational	Steve Vance	301-934-7294	svance@ccboe.com
Procurement	Nelson E. Sample	301-934-7340	nsample@ccboe.com
Billing	Amy Hartline	301-934-3847	ahartline@ccboe.com

ATTACHMENT I: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSEMAPT Cooperative Rider Clause

The MAPT Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National-Capital region of Maryland, Virginia and Washington, D.C. served by the Metropolitan Washington Council of Governments (COG), and the Baltimore region served by the Baltimore Metropolitan Council (BMC).

I. Format

COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement (“Participating Agency”) pursuant to the following Terms and Conditions:

II. Terms

- A. A Participating Agency, through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
- B. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

III. Other Conditions - Contract

- A. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.
- B. Contract obligations rest solely with the Participating Agency only.
- C. Contractor is required to report any Participating Agency that is added to the contract and a MAPT Rider Clause Approval Form must be filled out by the Participating Agency and approved by MAPT (see sample form below).
- D. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.
- E. Although Participating Members (see next page) are the priority of this rider clause, organizations not on this list are permitted to use this clause by mutual agreement and approval by MAPT. Approval forms need to be sent to purchasing@mwkog.org.

II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

Virginia

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

Other Local Governments

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission
- Prince William County Service Authority

Upper Occoquan Service Authority

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

State Agencies

- Maryland-National Capital Park and Planning Commission

BALTIMORE METROPOLITIAN COUNCIL AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

MAPT Rider Clause
Approval Form

This form must be executed for any Participating Agency, both within and outside of the Mid-Atlantic Purchasing Team (MAPT) region, to use the MAPT Cooperative Rider Clause to ride solicitations and contracts.

NOTE: Effective January 1, 2019, MWCOG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

<u>Questions -</u>	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	_____	_____
2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?	_____	_____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?	_____	_____

Participating Agency

Mid-Atlantic Purchasing Team

Name _____ Name _____

Title _____ Title _____

Signature _____ Signature _____

SAMPLE

ATTACHMENT J: MONTGOMERY COUNTY INFORMATION

THE FOLLOWING INFORMATION IN ATTACHMENT J IS SPECIFIC TO MONTGOMERY COUNTY, MD GOVERNMENT AND ONLY APPLY TO BIDDERS WISHING TO BID ULSD FOR MONTGOMERY COUNTY, MD GOVERNMENT (INCLUDING MONTGOMERY COUNTY FIRE & RESCUE). THEY DO NOT APPLY TO CITIES, TOWNS, OR SCHOOLS LOCATED WITHIN MONTGOMERY COUNTY, OR ANY OTHER NON-MONTGOMERY COUNTY PARTICIPATING AGENCIES.

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;

- (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

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 the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor 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 contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52(a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52(b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52(c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or 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.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees 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.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	

Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability*	250	500	1,000	See
for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000				Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
27 Courthouse Square, Ste 330
Rockville, Maryland 20850

*Professional services contracts only

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TABLE B. INSURANCE REQUIREMENTS
 (See Paragraph #21 under the General Conditions of Contract
 between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 27 Courthouse Square, Ste 330
 Rockville, Maryland 20850

(Remainder of Page Intentionally Left Blank)

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life,

health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's
Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

4. Certified By: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Avinash Shetty
Director
Office of Procurement

Date: _____

Avinash Shetty
Director
Office of Procurement

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Avinash Shetty, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.