

46. **SCOPE**

- 46.1 This is a cooperative Invitation for Bids issued by Montgomery County, Maryland on behalf of the members of the Metropolitan Washington Council of Governments (COG) and other jurisdictions/agencies expressing interest for the purchase of their respective estimates known and future annual requirements for unleaded gasoline. Montgomery County is acting as the "Soliciting Agent" for the participating jurisdictions/agencies and must not be held liable for any costs, damages, etcetera incurred by any other jurisdiction/agency.

Each bidder must agree that the following jurisdictions/agencies, which may or may not have its unleaded gasoline requirements listed in the bid, must be allowed to participate in any resultant recommendation for award or its own award determination and Contract as though it was expressly named throughout the document at the same price differentials offered in accordance with all bid terms and conditions.

Because this solicitation may result in contracts with various jurisdictions/agencies in addition to Montgomery County, the contract start dates may vary for each contracting jurisdiction/agency. Further, individual jurisdictions/agencies may have the option to award to a primary and a secondary Contractor(s).

Estimated Annual Usage for Montgomery County, Maryland and those jurisdictions/agencies listed below for the purchase of Unleaded is as follows although past purchase history is no guarantee of future purchases and future purchases can be below or exceed past usage amounts, (See C. 53, Estimated Quantity):

Jurisdiction/Entity	Est. Annual Gallons Regular	Est. Annual Gallons Mid-Grade	Est. Annual Gallons Premium
Alexandria, VA	350,000		
Anne Arundel County Public Schools (AACPS), MD	104,000		
Carroll County, MD	265,000		
City of Bowie, MD	130,000		
City of College Park, MD	14,500		
City of Fairfax, VA	82,500		
City of Falls Church, VA			42,000
City of Gaithersburg, MD		125,000	
City of Greenbelt, MD	25,000		
City of Takoma Park, MD	56,000		
Fairfax County Government, VA	2,400,000		
Frederick County, MD	275,000		
Howard County Maryland	933,121		
Maryland National Capital Park & Planning Commission	250,000		
Montgomery County Dept. of Fleet Management	1,922,750		
Montgomery County Public Schools (MCPS), MD	219,089		
Montgomery County Fire & Rescue, MD	100,000		
Potomac and Rappahannock Transportation Commission (PRTC), VA	54,096		
Prince George's County, MD	2,500,000		
Prince George's County Public Schools, MD	146,478		
Town of Herndon, VA	84,000		
Upper Occoquan Service Authority (UOSA), VA	23,000		
Washington Metropolitan Area Transit Authority (WMATA), DC	4,330,000		
Washington Suburban Sanitary Commission (WSSC)	337,603		
Total Est. Annual Gallons	14,602,137	125,000	42,000

- 46.2 Contract provision for other Counties, all participating jurisdictions, and eligible public entities, see also C. 38.

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 a County, the prices offered in accordance with the bid terms and conditions. Verification of eligibility to participate in a contract may be requested from a County.

47. **CONTRACT AWARD**

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

- 47.2 Unless there is a legal prohibition by an individual jurisdiction/agency, each jurisdiction/agency will award its own contract. Each jurisdiction/agency will administer its own contract monitoring, daily activities, invoices, payments, and/or any disputes with its awarded Contractor.

- 47.3 Each jurisdiction/agency will execute its own contract with the awarded Contractor(s) in accordance with each jurisdiction's purchasing laws, policies and procedures. Individual contracts may contain contractual requirements that are unique to the jurisdiction/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.

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

- 47.5 Each jurisdiction/agency above will be solely responsible for contracting with the Contractor, issuing contract renewals, payments, invoices, settlement of damages, and settlement of disputes.

48. **PRICING**

- 48.1 Prices bid by eligible bidders during the online reverse auction will be in accordance with the structures outlined on the Quotation Sheet for Sections 1 through 3. Prices bid during the online reverse auction must be submitted under the economic price differential and must show the net price differential per gallon only, F.O.B destination, inside delivery and exclusive of those taxes identified in the tax clause of this solicitation. 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) (EXAMPLE \$1.01652). PRICING DIFFERENTIALS ENTERED ONLINE ABOVE ONE DOLLAR (\$1) WILL BE READ AS A POSITIVE NUMBER; THOSE DIFFERENTIALS BELOW ONE DOLLAR (\$1) (EXAMPLE \$0.98348) WILL BE READ AS A NEGATIVE NUMBER.**

- 48.2 Price revisions will be computed by the base prices under the "average," OPIS Rack Gross Daily Price, FOB Baltimore, for the product to be purchased, published by the "Oil Price Information Service" (OPIS), Two Washingtonian Center, 9737 Washingtonian Blvd., Suite 100, Gaithersburg, Maryland 20878, (301) 287-2700 plus or minus the quoted price differentials Price revisions (increases and decreases) will become effective and computed from the day the prices are 'PUBLISHED' by OPIS from the daily closing average the date of pick-up at the terminal for all products and will be computed on a net price per gallon basis only.

48.3 The price differentials must be used for calculation purposes regardless of whether a jurisdiction/agency is or is not affected by the reformulated gasoline Federal requirements, during the contract term. Upon ordering each jurisdiction/agencies will identify if reformulated unleaded gasoline is required. The Contractor will invoice utilizing the appropriate base price of the published OPIS Gross Daily "average," Rack, FOB Baltimore, for all grades of reformulated unleaded gasoline (i.e. reformulated or non-reformulated, etc.) plus or minus the appropriate quoted price differentials.

48.4 The Revised Price per Gallon must be calculated using the following formula:

THE REVISED PRICE (a) = Current Price (b) plus (+)/minus (-) Your Price Differential (c)

Formula Definitions:

- a) The REVISED PRICE is the effective price per gallon on the day of delivery.
- b) CURRENT PRICE is the OPIS average price (See 48.2 above) per gallon for each product as "published" from the daily closing average the date of pickup at the terminal for all products during the contract performance period.
- c) YOUR PRICE DIFFERENTIAL is the per gallon price differential added to or subtracted from the Current Price per gallon for Regular Unleaded, Mid-Grade Unleaded, Premium Unleaded for Sections 1 through 3. This price differential is to be inclusive of all costs associated in doing business with the jurisdiction/agencies, excluding those identified in the tax clause of this solicitation. The differentials for Sections 1 through 3 must remain firm and fixed during the entire life of the Contract.

EXAMPLE OF FUTURE CONTRACT PRICE REVISIONS FOR ALL ITEMS ON QUOTE SHEETS:

(The example given applies to Section 2 – Zone Two, Regular Grade, Unleaded Gasoline)

OPIS "Average," Rack and Reseller Price

- a) FOB Baltimore, Published close of business May 1, 2024 = 0.9794 per gallon
- b) Price Differential from online reverse auction and successful contract award: = + 0.0634 per gallon
- c) Invoice Price: = 1.0428 per gallon

48.5 Orders for truck transport delivery requirements will be a minimum of 6,000 gallons. Locations with a combined tank capacity of 10,000 gallons or larger are considered to be truck transport for delivery and must be billed at the truck transport pricing schedule. A mix of one 4,000-gallon tank and one 6,000-gallon tank, of the same product, at the same delivery location, will qualify for truck transport pricing. In the event the ordering jurisdiction/agency is unable to accept its complete order, a charge not to exceed \$100.00 per such occasion may be charged by the Contractor.

In the event that the Contractor is compensated for providing automatic, keep-full delivery to a site, it will be the responsibility of the successful Contractor to deliver gasoline, as applicable, in amounts and frequency that will assure that the site is never interrupted by lack of product to fully support the jurisdiction/agency's fleet. Although the Contractor may opt to deliver in less than 6,000-gallon amounts, the jurisdiction/agency must be charged at the truck transport rate, with no additional charges.

Locations that have fuel tanks with a capacity greater than 6,000 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.

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 6,000 gallons. The jurisdiction/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 jurisdiction/agency can benefit in economies of scale.

- 48.6 All fuel picked up by any jurisdiction/agency from the Contractor terminal facility(s) must be priced at the Terminal Rack Pickup Rate (see Quotation Sheet, Section 1).
- 48.7 The price differential(s) for Quotation Sheet Sections 1 through 3 as bid in the online reverse auction must remain firm and fixed during the entire life of the contract.
- 48.8 Please see Section C – Special Terms and Conditions, Provision 67, FEE PAID BY CONTRACTOR TO REVERSE AUCTION CONSULTANT, regarding the fee Contractor(s) is required to pay the reverse auction consultant.
- 49. **CONTRACT/PURCHASE ORDER**
- 49.1 A contract for the items listed on Quotation Sheet Sections 1 through 3 in this Invitation for Bids and online reverse auction will be issued by each jurisdiction/agency under their governing regulations.
- 49.2 No order will supersede any provision of the resulting contract(s). Performance time and dates are determined solely by the contract including any contract amendments.
- 50. **DELIVERY**
- 50.1 Orders placed by an authorized representative for delivery to a site before 10:00 a.m. local time, Monday through Friday must be delivered before 4:00 p.m. the following normal workday, or as otherwise scheduled by the jurisdiction/agency. Orders placed by an authorized representative for delivery to a site after 10:00 a.m. local time Monday through Friday must be delivered within thirty-two (32) hours on a normal workday to the jurisdiction/agency.
- 50.2 Where a jurisdiction/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.
- 50.3 All deliveries will be made between the hours of 8:00 A.M. and 4:00 P.M. (except the jurisdiction's/agency's holidays) Monday through Friday, unless otherwise indicated herein, or unless otherwise requested by an authorized representative of the jurisdiction/agency. Contractor(s) are encouraged to schedule deliveries in "off peak" hours. In the event a jurisdiction/agency location has metered deliveries, it will be possible to extend deliveries beyond the above mentioned hours upon written request by the Contractor to the jurisdiction's/agency's Contract Administrator or designee. This written permission varying delivery hours applies only to weekdays, Monday through Friday (except holidays).
- 50.4 All deliveries must be requested by an authorized representative of the requesting jurisdiction/agency. The Contractor will be given names of authorized personnel by each jurisdiction/agency upon contract execution. Under no condition will delivery requests be acceptable from any other source, and the user jurisdiction/agency will not be responsible for payment upon receipt of such deliveries.
- 50.5 When requested by a contracting jurisdiction/agency, the Contractor must provide automatic delivery to such locations as may be requested. Such requests must be accompanied by detailed usage history. It is the Contractor's responsibility to maintain estimated storage tank remaining product balances in each of the jurisdiction's/agency's tanks to insure that an automatic keep full status is maintained. The jurisdiction/agency

must not be required to provide periodic "tank stick readings" to the Contractor in order to receive automatic keep-full service.

- 50.6 During the contract term, each participating jurisdiction/agency must have the right to add or delete delivery locations, as specified in Section C- Special Terms and Condition, Article 1 and further has the right to change the method of delivery under the Quotation Sheet, Sections 1 through 3, as determined to be in the jurisdiction's/agency's best interest. In addition, the jurisdiction/agency may at any time choose to purchase a different product offered under this contract.
- 50.7 All vehicles used in the delivery of fuel under this contract must be certified in good repair and operated by trained personnel possessing CDL license with required endorsements for interstate transportation of gasoline, respectfully. If a common carrier is to be used to effect delivery, the Contractor will so notify the using jurisdiction's/agency's Contract Administrator or designee. The Contractor will be responsible for all carrier claims.
- 50.8 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 jurisdiction/agency. In such instances, the Contractor must be wholly responsible and indemnify the effected jurisdiction/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 appropriate emergency personnel and take action to prevent the product from getting into drains or storm sewer catch basins. The Contractor must report all spills to Maryland Department of Environment (MDE), Oil Control Program immediately, but not later than 2 hours from the detection of a spill as defined under COMAR 26.10.01.03. The Contractor must also file an additional report of the incident to the Contract Administrator or designee as soon as practically possible. The report must include a detailed report of the incident to include a copy of the MDE incident report as well as any remediation taken.
- 50.9 The Contractor must inform the jurisdiction/agency of the exact amount of fuel purchased (by metered report with supporting documentation), whether delivered by supplier, or picked up in jurisdiction's/agency's equipment. These quantities must be quoted and billed in terms of gross gallons at the temperature at which the product leaves the loading rack. The Contractor also must inform the jurisdiction/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).
- 50.10 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.
- 50.11 To facilitate order communication between the Contractor and the ordering jurisdiction/agency, the Contractor must provide at no cost to the jurisdiction/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.
- 50.12 In the event automatic delivery is selected by the jurisdiction/agency, the jurisdiction/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.

51. **BILLING AND PAYMENT**

- 51.1 Payment will be made after satisfactory delivery and performance, in accordance with all of the provisions stated herein and the resulting contract, 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 jurisdiction/agency. Any and all charges not fully identified and specifically allowed under this contract will not be paid.
- 51.2 Each jurisdiction/agency will provide the Contractor with the appropriate billing information upon contract execution.

The billing address for Montgomery County, Division of Fleet Management Services is:

Division of Fleet Management Services
Accounts Payable, 2nd Floor
16700 Crabbs Branch Way
Rockville, Maryland 20855
Steve.palmer@montgomerycountymd.gov
Phone (240) 777-5755

The billing address for Montgomery County, Department of Fire and Rescue Service is:
Montgomery County Fire and Rescue Service
Logistics Section, Fleet Support Unit
14935 Southlawn Lane Rockville, MD 20850
Phone (240) 777-2230
fire.apparatus@montgomerycountymd.gov

51.3 All invoices must be sent electronically and contain bill of lading or other proof of delivery.

52. **TAXES**

52.1 All jurisdictions/agencies to be served under this Invitation for Bids and resulting online reverse auction and award are exempt from their respective local and State sale taxes and Federal excise taxes. All State transportation taxes must be listed as a **separate line** item on the invoice and each jurisdiction/agency will determine under its own authority if payment is required.

52.2 Therefore, online price differentials quoted must **NOT** include any taxes except for those indicated above. No taxes (except above) will be invoiced to any participating jurisdiction for payment. **Any enacted Federal, State, or local tax, which is assessed to the manufacturer and/or supplier and not the end user must not be passed on to any jurisdiction/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 jurisdiction/agency to determine if payment is required.

52.3 A Bidder must be currently registered with the Internal Revenue Service (IRS) to make tax free transactions for sale of unleaded gasoline for all jurisdictions bid. This requirement must remain in effect during the entire contract period (Base and Option years); and upon request by a jurisdiction/agency, evidence of this must be provided.

52.4 Contractor must provide such evidence in the form of approved Certificate Form 637 or such other evidence within acceptable standards provided by the IRS.

52.5 In addition when requested, an appropriate form of tax exemption certificate will be provided by each jurisdiction/agency to their respective awardee(s) to exempt them from the Federal Excise Tax under applicable laws and regulations. In doing so, the using jurisdictions/agencies have agreed **NOT** to claim a tax refund.

53. **ESTIMATED QUANTITIES**

The quantities specified in this Invitation for Bids are estimated and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered, since such volume will depend upon requirements, which develop during the contract period. Under the terms of this Invitation for Bids, the resultant contracts must be considered "requirements-type" contracts only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriate fiscal funding.

54. **EMERGENCY PURCHASES**

Each jurisdiction/agency reserves the right to make emergency purchases from other sources, should the Contractor be unable to furnish and deliver the required product(s) in a timely manner. The jurisdictions/agencies will have the right to charge back or reduce from future invoices the difference paid to the emergency supplier and the contracted prices for the delivery of any unleaded gasoline and, plus any additional costs incurred by the jurisdiction/agency to make delivery possible from the emergency supplier.

55. **SUBCONTRACTORS**

55.1 **Contractors who subcontract the delivery of any unleaded gasoline must submit with their bid the subcontractor name, address, and telephone number.** Any resulting Contract for Montgomery County is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. During the life of the contract, the Contractor must provide name, nature and extent of all subcontractors as requested by participating jurisdictions/agencies.

55.2 Regardless of whether subcontractors are used, the Contractor, will be held fully accountable for all of the subcontractor services, labor, product quality and materials relative to the contract.

56. **MATERIAL, EQUIPMENT, EMPLOYEES**

56.1 The Contractor must provide all materials, labor, equipment, utilities, transportation and all other facilities and equipment necessary for the execution of this contract for those sites selected for Contractor delivery.

56.2 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 to the resultant contract(s) any unfit person or anyone not skilled in the work required under the resultant contract(s).

57. **PROTECTION OF PROPERTY**

57.1 The Contractor must maintain protection of the jurisdiction's/agency's property, contiguous grounds and adjoining property from damage or loss arising in connection with the execution of this contract. 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.

57.2 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. The Contractor will be held responsible for any damage to the property occurring due to the Contractor's operation on the property.

58. **DEDUCTION FOR DAMAGES**

The Contractor will be responsible for 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 jurisdiction/agency. Upon the failure of the Contractor to comply with these stipulations in a reasonable time, the jurisdiction/agency may deem it expedient to repair damages and to perform the necessary services at the Contractor's expense.

59. **JURISDICTION'S/AGENCY'S RIGHT TO PURCHASE UNLEADED GASOLINE FROM OTHER SOURCES**

59.1 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 Provision 27 General Conditions of the Contract between the jurisdiction/agency and Contractor, the jurisdiction/agency will, after notice has been given in writing, procure the necessary products or services from other sources and hold the Contractor responsible for any and all additional costs incurred thereby.

59.2 The jurisdiction/agency will withhold payment or nullify, in whole or in part, any contract to such extent as may be 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 gasoline, tax remittance, materials, equipment or labor, or a reasonable doubt that the contract can be completed.

- d) When the above grounds are removed, a payment will be made for amounts withheld because of them.

60. **LATE DELIVERY- LIQUIDATED DAMAGES**

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 jurisdiction/agency will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor must pay to the jurisdiction/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 jurisdiction/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 jurisdiction/agency may reasonably obtain delivery of the fuel.

61. **USE OF PREMISES**

The Contractor must confine its apparatus, materials and operations of its workers to limits indicated by law, ordinances, permits and directions of the user, and must not unreasonably encumber the premises with its equipment, materials and labor.

62. **CLEAN-UP**

The Contractor must at all times, including at the completion of each delivery, keep the premises free from accumulation of waste, spillage or other debris caused by its employees or by delivery and discharge of product. In case clean-up has not been performed to the satisfaction of the jurisdiction/agency, the jurisdiction/agency has the option to remove debris and repair damages at the Contractor's expense.

63. **RECORDS**

The Contractor must maintain records and provide monthly reports of the quantity of fuel by grade delivered to each location, for each jurisdiction/agency. Jurisdictions/agencies will provide Contractor the name/address for mailing of their location reports.

64. **INSPECTION OF FACILITIES**

Each bidder 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 gasoline under this contract. Failure on the part of the bidder to examine the premises and contract document, in no way relieves the bidder from any obligation with respect to the bid or contract. Arrangements for inspection of facilities must be made through individual jurisdiction/agency's authorized contact, see Attachment M.

65. **PERFORMANCE OF WORK, SERVICES, AND MATERIALS**

The Contractor performing work under this contract must be held fully responsible for any and all services, labor and materials relative to the contract.

66. **ONLINE REVERSE AUCTION BINDING 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.

67. **FEE PAID BY CONTRACTOR TO THE REVERSE AUCTION CONSULTANT**

A fee of \$0.0149 per gallon will be paid by the resultant Contractor(s), to the reverse auction consultant, eBridge Business Solutions, LLC ("eBridge") based upon the terms of Attachment F. For pricing purposes, the awardee(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 unleaded gasoline made by all participating jurisdictions/agencies.

The Contractor(s) is obligated to report monthly to eBridge and any participating jurisdiction/agency the total volume of fuel sold by Contractor(s) to each participating jurisdiction/agency, including an indication of number of unleaded gasoline gallons purchased. Any jurisdiction/agency or other entity that buys unleaded 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 jurisdiction/agency or other entity that buys unleaded gasoline is one of the initial participating jurisdictions/agencies and regardless of whether such agency or entity appears on the Mid-Atlantic Purchasing Team Rider Clause.

68. **UNLEADED FUEL PICKUP FROM CONTRACTOR'S FACILITY**

- 68.1 Montgomery County, MD; Montgomery County Public Schools, MD; and the County of Fairfax, VA maintain and operate fuel tankers for the purpose of hauling unleaded gasoline when it is determined to be advantageous, cost-effective, an emergency situation or otherwise beneficial to the jurisdiction/agency. Each jurisdiction/agency reserves the right to pick up unleaded gasoline in its own equipment from the Contractor's terminal. Currently the County of Fairfax, VA may pick up its unleaded gasoline with the exception of its parks and sometime other locations. Please be advised that the County of Fairfax will be using an alternative Contractor should the awarded Contractor resulting from this solicitation fail to meet all of the County of Fairfax's requirements.
- 68.2 The Fairfax fuel tankers are currently equipped to accommodate the pickup of unleaded gasoline 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.
- 68.3 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.
- 68.4 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. Jurisdictions/agencies reserve the right to have a 24 hour pick up capability.
- 68.5 The Contractor must provide an unleaded fuel pick up site for Fairfax County, which at most will be at one and only one location. The location will be the Fairfax Terminal on Pickett Road.
- 68.6 The Contractor must issue at least three (3) sets of terminal access cards or keys for each terminal that will be used by each jurisdiction/agency that operates its own fuel tankers. The jurisdictions/agencies must be authorized to use these terminal access cards to pick up fuel at any time, including night, weekends, and holidays. No jurisdiction/agency will be required to advise the Contractor at any time prior to picking up fuel. Neither will a jurisdiction/agency be required to seek any additional loading authorization prior to loading product.

69. **BACKUP SUPPORT**

Where the jurisdiction 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 jurisdiction/agency on an emergency basis at the price differentials bid. Such requests will be provided to the Contractor by designated, authorized jurisdiction/agency personnel at least (12) hours prior to the required delivery. Where the Contractor cannot support such emergency requests, the jurisdiction has the right to purchase emergency loads from other sources.

70. **EMERGENCY ACCELERATED DELIVERY**

In an emergency situation, a designated jurisdiction/agency 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 jurisdiction/agency's vital services are impaired, such as those of its Public Safety Departments. The Contractor shall provide each jurisdiction/agency with a phone number for emergency use

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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. The Emergency Accelerated Delivery Fee entered on page E-4 will apply.

END SECTION C - SPECIAL TERMS & CONDITIONS