

TOWN OF OCEAN CITY
PROCUREMENT DEPARTMENT
BID DOCUMENTS
FOR
Aviation & Jet Fuel

THIS SPACE FOR DEPARTMENT USE
Date of Award:
Awarded To:
Chargeable to Account :
Pre-Bid Meeting: Thursday, July 23, 2015 at 9:00 a.m.
Pre-Bid Location: Ocean City Municipal Airport located at 12724 Airport Rd, Berlin, MD 21811
Last Day for Questions: Noon on Monday, July 27, 2015
Bid Due Date: 4:30 p.m. on Monday, August 10, 2015
Bid Opening Date & Location: 1:00 p.m. on Tuesday, August 11, 2015 at the Council Work Session located at 301 N. Baltimore Avenue, Ocean City, Maryland 21842
Ad Run: 07/09/15

TABLE OF CONTENTS

SECTION I: INTRODUCTION	4
1. PURPOSE	4
2. CLARIFICATION OF TERMS	4
3. QUESTIONS AND INQUIRIES	4
4. FILLING OUT BID DOCUMENTS	4
5. SUBMISSION OF BID	4
6. OPENING OF BIDS	5
7. ACCEPTANCE OR REJECTION OF BIDS	5
8. NOTICE TO VENDORS	6
SECTION II: GENERAL INFORMATION	7
1. ECONOMY OF BID	7
2. RESPONSIBILITIES OF THE VENDOR	7
3. PROPRIETARY INFORMATION OR TRADE SECRETS	7
4. OWNERSHIP OF MATERIALS	7
5. CONTRACT AWARD	7
6. AUDIT	8
7. NONPERFORMANCE	8
8. ASSIGNMENT	8
9. MODIFICATION OR WITHDRAWAL OF BID	8
10. DEFAULT	8
11. COLLUSION/FINANCIAL BENEFIT	8
12. TAX EXEMPTION	9
13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION	9
14. STATUS OF VENDOR	9
15. APPLICABLE LAWS	9
16. ADDENDUM	9
17. INSURANCE REQUIREMENTS	10
18. DISPUTE RESOLUTION	11
19. GOVERNING LAW	11
21. NONWAIVER	11
22. SEVERABILITY	11
23. DRUG-FREE WORKPLACE	11
24. WARRANTY OF MATERIAL AND WORKMANSHIP.	12
Section III: GENERAL CONDITIONS	13
1. DEFINITIONS	13
2. MATERIALS, WORK AND FACILITIES	13
3. INSPECTION AND TESTING	14
4. SURVEYS, PERMITS, REGULATIONS	14
5. PROTECTION OF WORK, PROPERTY AND PERSONS	15

6. SUPERVISION BY SUCCESSFUL VENDOR	15
7. CHANGES IN THE WORK	15
8. CHANGES IN CONTRACT PRICE	15
9. SUSPENSION OF WORK, TERMINATION AND DELAY	16
10. INDEMNIFICATION	17
11. SEPARATE CONTRACTS	17
12. SUBCONTRACTING	17
14. SAFETY	18
15. COMMUNICATION	18
16. UNDOCUMENTED WORKERS	18
17. VENDOR'S SCHEDULES	18
18. HAZARDOUS MATERIALS	18
SECTION IV: SCOPE OF WORK	20
1. GENERAL INFORMATION	20
2. REQUIREMENTS	20
3. FUEL SPECIFICATIONS	20
4. SUCCESSFUL VENDOR'S QUALIFICATIONS:	20
5. RE-FUELER LEASE/PURCHASE PROGRAM	21
6. CREDIT CARD PROCESSING SYSTEM	21
7. PAYMENT REQUIREMENTS AND REPORT	21
8. ADVERTISING AND SUPPORT	22
9. ENVIRONMENTAL MANAGEMENT	22
10. COMPLETED BID DOCUMENT FORMAT:	22
SECTION V: EVALUATION AND SELECTION PROCESS	25
1. EVALUATION	25
FORM OF BID AVIATION & JET FUEL	26
REFERENCES	27
EXCEPTIONS	28
INDIVIDUAL PRINCIPAL	29
VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID	30
NON-COLLUSIVE AFFIDAVIT	31
NOTICE OF AWARD	32
NOTICE TO PROCEED	33
CONTRACT	34

SECTION I: INTRODUCTION

1. PURPOSE
 - 1.1. The purpose of this Invitation to Bid Documents is for the Town of Ocean City ("Town") to procure Aviation & Jet Fuel to be in conformity with the requirements contained herein ("Bid Document(s)").
2. CLARIFICATION OF TERMS
 - 2.1. Professional firms or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this Bid Document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").
3. QUESTIONS AND INQUIRIES
 - 3.1. For information regarding Bid Documents and bidding requirements, please contact Catrice Parsons at cparsons@oceancitymd.gov or call 410-723-6647.
 - 3.2. Copies of the Bid Documents are available on the Bid Tab of the Town's [website](#) or by calling (410) 723-6643 during normal business hours.
4. FILLING OUT BID DOCUMENTS
 - 4.1. Use only forms supplied by the Town.
 - 4.2. Submit two unbound originals.
 - 4.3. Bids should be compiled as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document, (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid (7) Non-Collusive Affidavit, and (8) Signed Addendum, if necessary (9) Vendor's Proposal.
 - 4.4. All blanks on the Bid Documents will need to be filled in electronically or manually in ink.
 - 4.5. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
 - 4.6. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
 - 4.7. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
 - 4.8. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
 - 4.9. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with Scope of Work, instructions, and/or all conditions of bidding will be construed in the light most favorable to the Town.
5. SUBMISSION OF BID
 - 5.1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Town of Ocean City, Maryland and will be identified with the project name: **AVIATION & JET FUEL** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

5.1.1. Bid Documents should be addressed to: Town of Ocean City, Attn: City Manager's Office, Room 230, 301 N. Baltimore Avenue, Ocean City, MD 21842.

5.1.2. Proposals are due at 4:30 p.m. on Monday, August 10, 2015 and will be opened at 1:00 p.m. on Tuesday, August 11, 2015 at the City Council Work Session.

5.2. Bid Documents will be deposited at the designated location prior to the time and date for receipt of Bid Documents as indicated in the Advertisement and this Solicitation, or any extension made by Addendum. Bid Documents received after the time and date for receipt will be returned unopened.

5.3. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Bid Documents reach the City Manager's office prior to the local time and date specified for receipt of Bid Documents. The Town will NOT BE RESPONSIBLE for any Bid Document delayed in the postal or other delivery services nor any late Bid Document, amendment, or request for withdrawal of Bid Document, received after the Bid Document submission date.

5.4. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and Scope of Work before submitting Bid Documents; failure to do so will be at the Vendor's own risk.

5.5. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.

5.6. MINORITY VENDORS ARE ENCOURAGED TO PARTICIPATE.

5.7. All Vendor submitted Bid Documents will be valid for a minimum of ninety (90) days from the date of Bid Document opening.

6. OPENING OF BIDS

6.1. Bid Documents received on time will be opened publicly and vendor's names and bid total will be read aloud for the record.

6.2. The Contract will be awarded or all Bid Documents will be rejected within ninety (90) days from the date of the Bid Document opening.

7. ACCEPTANCE OR REJECTION OF BIDS

7.1. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Bid Documents, provided the Bid price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the Town for any debt or contract.

7.2. In determining a Vendor's RESPONSIBILITY, the Town may consider the following qualifications, in addition to price:

7.2.1. Ability, capacity, and skill to provide the commodities or Work required within the specified time, including future maintenance and Work, and including current financial statement or other evidence of pecuniary resources and necessary facilities.

7.2.2. Character, integrity, reputation, experience and efficiency.

7.2.3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.

7.2.4. Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the Vendor's employment practices.

- 7.2.5. Evidence of adequate insurance to comply with Contract terms and conditions.
- 7.2.6. Statement of current work load and capacity to perform/provide the Goods and/or Work.
- 7.2.7. Explanation of methods to be used in fulfilling the Contract.
- 7.2.8. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Work; such evidence to be supplied within a specified time and to the satisfaction of the Town.
- 7.3. In determining a Vendor's RESPONSIVENESS, the Town will consider whether the Bid Document conforms in all material respects to the Bid Documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.
- 7.4. The Town will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from Scope of Work when in the best interest of the Town. Irrespective of any of the foregoing, the Town will have the right to award the Contract in its own best interests.
- 8. NOTICE TO VENDORS
 - 8.1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Work required and are expected to completely familiarize themselves with the requirements of this Bid Document's Scope of Work. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Work to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

END OF SECTION

SECTION II: GENERAL INFORMATION

1. ECONOMY OF BID
 - 1.1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.
2. RESPONSIBILITIES OF THE VENDOR
 - 2.1. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other Work furnished in the Bid Documents. The Vendor will perform Work with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to Work of a similar nature.
 - 2.2. Neither the Town's review, approval or acceptance of, nor payment for, any of the Work required under the awarded Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the Town in accordance with applicable law for all damages to the Town caused by the Vendor's negligent performance of any of the Work furnished under the Contract.
 - 2.3. The rights of the Town provided for under the awarded Contract are in addition to any rights and remedies provided by law.
3. PROPRIETARY INFORMATION OR TRADE SECRETS
 - 3.1. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) provide a written statement detailing the reasons why protection is necessary. The Town reserves the right to ask for additional clarification prior to establishing protection.
4. OWNERSHIP OF MATERIALS
 - 4.1. Ownership of all material and documentation originated and prepared pursuant to the Bid Documents will belong exclusively to the Town and is subject to public inspection in accordance with the Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Freedom of Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.1.
5. CONTRACT AWARD
 - 5.1. A written award by the Town to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the Town will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fifteen (15) working days of receipt of the Contract.

- 5.2. Bid Documents and Contracts issued by the Town will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
- 5.3. Town personal property taxes (“Taxes”) must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
- 5.4. The Town reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Work should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.
6. AUDIT
 - 6.1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The Town, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.
7. NONPERFORMANCE
 - 7.1. The Town reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the Scope of Work in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the Town. Failure to do so will be cause for withholding of payment for that Goods and/or Work. In addition, if deficiencies are not corrected in a timely manner, the Town may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.
8. ASSIGNMENT
 - 8.1. Successful Vendor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without the Town’s prior written approval.
 - 8.2. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Vendor will thereupon cease and terminate.
9. MODIFICATION OR WITHDRAWAL OF BID
 - 9.1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.
10. DEFAULT
 - 10.1. The Contract may be cancelled or annulled by the Town in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or Work may be purchased on the open market. In either event, the defaulting Vendor (or its surety) will be liable to the Town for cost to the Town in excess of the defaulted Contract price.
11. COLLUSION/FINANCIAL BENEFIT
 - 11.1. The Vendor certifies that its Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project;

without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

- 11.2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the Town, or members of its immediate family, including spouse, parents or children, or any other officer or employee of the Town, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

12. TAX EXEMPTION

- 12.1. The Town is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the Town. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the Town.

13. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- 13.1. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- 13.2. The successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with Successful Vendors of commodities and Work, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or Work in connection with the Contract.

14. STATUS OF VENDOR

- 14.1. The Vendor will be responsible to the Town for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Goods and/or Work under the Contract or other arrangement with the Vendor.
- 14.2. It is understood that the relationship of Vendor to the Town will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the Town, or (2) create any partnership, joint venture, or other association between the Town and the Vendor.

15. APPLICABLE LAWS

- 15.1. Vendor will observe and comply with all applicable federal, state, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

16. ADDENDUM

- 16.1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract Scope of Work, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Town of Ocean City's Procurement Manager and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Bid Documents.

- 16.2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Manager to all holders of Bid Documents in the form of written Addendum. Vendors are cautioned that any oral statements made by any Town employee that materially change any portion of the Bid Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
- 16.3. All Addendums will be issued so as to be received at least five (5) days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such Addendum will not relieve said Vendor from any obligation under the Bid Document as submitted.
- 16.4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written Addendum. To find out whether the Town intends to issue an amendment reflecting an oral statement made by any employee, contact the Town of Ocean City's Procurement Manager during normal business hours.
- 16.5. The Town of Ocean City's Procurement Manager reserves the right to postpone the Bid Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.
17. **INSURANCE REQUIREMENTS**
 - 17.1. Unless otherwise required by Special Conditions for the Contract the Vendor will be required to purchase and maintain during the life of the Contract the following types and amounts of insurance (minimum).
 - 17.1.1. Commercial General Liability: \$1,000,000 (One million dollars) each person per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage.
 - 17.1.2. Professional Liability: \$1,000,000 (one million dollars) per claim.
 - 17.1.3. Excess Catastrophe Coverage: \$2,000,000 (two million dollars) per claim.
 - 17.1.4. Commercial Automobile: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage, each person and each accident. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
 - 17.1.5. As mandated by the Code of the State of Maryland and Employer's Liability the Vendor will be required to provide Worker's Compensation Insurance.
 - 17.2. The Vendor will provide the Town with certificates of insurance evidencing the coverage required above. Such certificates will provide that the Town be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor will provide certificates of insurance before commencing work in conjunction with the Contract.
 - 17.3. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The Town reserves the right to require higher limits on any Contract. A thirty (30) day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Procurement Manager at the address listed in this Bid Document. The Vendor agrees to be responsible for, indemnify, defend and hold harmless the Town, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with the Goods and/or Work performed

under the Contract including, but not limited to, claims under the Worker's Compensation Act.

17.3.1. ON THE COMMERCIAL GENERAL LIABILITY POLICY THE TOWN MUST BE NAMED AS ADDITIONAL INSURED AND THE INSURANCE CERTIFICATE FURNISHED TO THE TOWN WILL INDICATE SUCH COVERAGE.

17.3.2. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE VENDOR IN THIS BID DOCUMENT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.

18. DISPUTE RESOLUTION

18.1. Claims, disputes, and other matters in question arising out of or relation to the Contract, including those alleging an error or omission by the Airport Manager will be referred initially to the Airport Manager for decision. Such matters, except those waived as provided in Section III, Subsection 19, will, after initial decision by the Airport Manager or thirty (30) days after submission of the matter to the Airport Manager, be subject to mediation.

18.2. The parties will endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, will be administered by a mediator mutually agreed upon. A request for mediation will be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

19. GOVERNING LAW

19.1. The Contract will be governed, construed, and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws rules.

20. COMMENCEMENT OF STATUTORY LIMITATION PERIOD

20.1. The Town and Vendor will commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise against the other arising out of or related to the Contract in accordance with the requirements of any applicable statute of limitations. The Town and Vendor waive all claims and causes of action not commenced in accordance with this Subsection.

21. NONWAIVER

21.1. Vendor agrees that the Town's waiver or failure to enforce or require performance of any term or condition of the Contract or the Town's waiver of any particular breach of the Contract by the Vendor extends to that instance only. Such waiver or failure is not and will not be a waiver of any of the terms or conditions of the Contract or a waiver of any other breaches of the Contract by the Vendor and does not bar the Town from requiring the Vendor to comply with all the terms and conditions of the Contract and does not bar the Town from asserting any and all rights and/or remedies it has or might have against the Vendor under the Contract or by law.

22. SEVERABILITY

22.1. If any provision of the Contract, or the application of any provision hereof to a particular entity or circumstance, will be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract will not be affected and all other terms and conditions of the Contract will be valid and enforceable to the fullest extent permitted by law.

23. DRUG-FREE WORKPLACE

- 23.1. During the performance of the Contract, Vendor agrees to (i) provide a drug-free workplace for Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Vendor that Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
24. WARRANTY OF MATERIAL AND WORKMANSHIP.
- 24.1. The Vendor warrants that, unless otherwise specified, all material and equipment used in the Work under the Contract will be new, in first class condition, and in accordance with the Contract. The Vendor further warrants that all workmanship shall be of the highest quality in accordance with the Contract and will be performed by persons qualified in their respective trades. This warranty of material and workmanship is separate and independent from and in addition to any of the Vendor's other guarantees or obligations under the Contract, or that may arise by law. Vendor agrees that Vendor will repair or replace, at Vendor's sole expense, and to the satisfaction of the Town, any work, material, equipment, or part of the Work that is found by the Town to be defective or not in accordance with the terms of the Contract.

END OF SECTION

Section III: GENERAL CONDITIONS

1. DEFINITIONS-Wherever used in the BID DOCUMENTS, the following terms will have the meanings indicated which will be applicable to both the singular and plural thereof.
 - 1.1. Addendum - written or graphic instruments issued prior to the execution of the Contract which modifies or interprets the BID DOCUMENTS, DRAWINGS, and SCOPE OF WORK/SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
 - 1.2. Bid Documents – Documents that include Bid Advertisement, Introduction, General Information, General Conditions, Supplemental General Conditions, Form of Bid, References, Exceptions, Individual Principal, Vendor’s Affidavit of Qualification to Bid, Non-Collusive Affidavit, Notice of Award, Notice to Proceed, Contract, Change Order, Scope of Work and Addendum.
 - 1.3. Change Order - A written order to the Vendor authorizing an addition, deletion or revision in the Work within the general scope of the Bid Documents, or authorizing an adjustment in the Contract Price or Contract Time.
 - 1.4. Completed Bid Documents- the Vendor’s offer submitted on the prescribed form(s) setting forth the prices for the work/services to be performed.
 - 1.5. Contract Price - The total monies payable to the Vendor under the terms and conditions of the Contract.
 - 1.6. Contract Term - The number of calendar days stated in the Bid Documents for the completion of the Work
 - 1.7. Airport Manager – The Town employee overseeing the Work for the Town at the Ocean City Municipal Airport.
 - 1.8. Notice of Award - The written notice of the acceptance of the Completed Bid Documents from the Town to the Successful Vendor.
 - 1.9. Notice to Proceed - Written communication issued by the Town to the Vendor authorizing them to proceed with the Work and establishing the date of commencement of the Work.
 - 1.10. Scope of Work - A part of the Bid Documents consisting of written descriptions of a technical nature of materials, equipment, standards and workmanship.
 - 1.11. Work - All labor necessary to complete this project as required by the Bid Documents and all materials and equipment incorporated in the Work.
 - 1.12. Sub-contractor - An individual, firm or corporation having a direct contract with the Vendor or with any other Sub-contractor for the performance of a part of the Work at the site.
 - 1.13. Supplemental General Conditions - Modifications or additions to General Conditions as required, may appear as part of the Scope of Work. Where variations exist between the Supplemental General Conditions and General Conditions the Vendor will contact the Airport Manager for a ruling. Said ruling will be final.
 - 1.14. Vendor - Any person, firm, or corporation submitting Completed Bid Documents for the Work.
 - 1.15. Written Notice - Any notice to any party of the Contract relative to any part of the Contract in writing and considered delivered and the Work thereof completed, when posted by certified or registered mail to the said party at its last given address, or delivered in person to said party or its authorized representative on the Work.
2. MATERIALS, WORK AND FACILITIES

- 2.1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other Work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- 2.2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
- 2.3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 2.4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the Airport Manager.
- 2.5. Materials, supplies or equipment to be incorporated into the Work will not be purchased by the Successful Vendor or the subcontractor subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
3. INSPECTION AND TESTING
 - 3.1. All materials and equipment used in the Work will be subject to adequate inspection and testing in accordance with generally accepted standard, as required and defined in the Bid Documents.
 - 3.2. The Town will provide all inspection and testing not required by the Bid Documents.
 - 3.3. The Successful Vendor will provide at its expense the testing and inspection required by the Bid Documents.
 - 3.4. If the Bid Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Successful Vendor, the Successful Vendor will give the Airport Manager timely notice of readiness. The Successful Vendor will then furnish the Airport Manager the required certificates of inspection, testing or approval.
 - 3.5. Inspections, tests or approvals by the Airport Manager or others will not relieve the Successful Vendor from its obligations to perform the Work in accordance with the requirements of the Bid Documents.
 - 3.6. The Airport Manager and his/her representative will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State Agency will be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Successful Vendor will provide proper facilities for such access and observation, inspection or testing thereof.
 - 3.7. If any Work is covered contrary to the written instructions of the Airport Manager it must, if requested by the Airport Manager, be uncovered for his/her observation and replaced at the Successful Vendor's expense.
 - 3.8. If the Airport Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Successful Vendor, at the Town Airport Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Airport Manager may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Work is defective, exposure, observation, inspection, testing and an appropriate Change Order will be issued.
4. SURVEYS, PERMITS, REGULATIONS

- 4.1. Permits and licenses of a temporary nature necessary for the processing of the Work will be secured and paid for by the Successful Vendor unless otherwise stated in this Bid Document.
5. PROTECTION OF WORK, PROPERTY AND PERSONS
 - 5.1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of Work.
 - 5.2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as require by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
 - 5.3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the Airport Manager or Town, will act to prevent threatened damage, injury or loss. Successful Vendor will give the Airport Manager prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.
6. SUPERVISION BY SUCCESSFUL VENDOR
 - 6.1. The Successful Vendor will supervise and direct the Work. Successful Vendor will be solely responsible for the means, methods, techniques, sequences and procedures of the Work. Successful Vendor will employ and maintain on the work site a qualified supervisor or superintendent who will have been designated in writing by the Successful Vendor as the Successful Vendor's representative at the site. The supervisor will have full authority to act on behalf of the Successful Vendor and all communications given to the supervisor will be as binding as if to the Successful Vendor. The Supervisor will be present on the site at all times as required to perform adequate supervision and coordination of the Work.
7. CHANGES IN THE WORK
 - 7.1. The Town may at any time, as the need arises, order changes within the Scope of Work without invalidating the Contract. If such changes increase or decrease the amount due under the Bid Document, or in the Contract Time required for performance of the Work, an equitable adjustment will be authorized by Change Order.
8. CHANGES IN CONTRACT PRICE
 - 8.1. The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price will be determined by one or more of the following methods in the order of precedence listed below:
 - 8.1.1. Unit prices previously approved.

- 8.1.2. An agreed lump sum.
 - 8.1.3. The actual cost for labor, direct overhead, materials, supplies equipment, and other work necessary to complete the Work. In addition there will be added an amount to be agreed upon but not to exceed fifteen (15%) percent of the actual cost of the Work to cover the cost of general overhead and profit.
9. SUSPENSION OF WORK, TERMINATION AND DELAY
- 9.1. The Town may suspend the Work or any portion thereof for a period not more than ninety (90) days or such further time as agreed upon by the Successful Vendor which notice will fix the date on which Work will be resumed. The Successful Vendor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
 - 9.2. If the Successful Vendor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Successful Vendor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if it disregards the authority of the Airport Manager, or if it otherwise violates any provision of the Bid Documents, then the Town may, without prejudice to any other right or remedy and after giving the Successful Vendor and its surety a minimum of ten (10) days from delivery of a Written Notice, terminate the Work of the Successful Vendor and finish possession of the Work and of all materials, equipment, tools, equipment, and all machinery thereon owned by the Successful Vendor will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional Work, such excess will be paid to the Successful Vendor. If such costs exceed such unpaid balance, the Successful Vendor will pay the difference to the Town. Such costs incurred by the Town will be determined by the Airport Manager and incorporated in a Change Order.
 - 9.3. Where the Successful Vendor's Work have been so terminated by the Town, said termination will not affect any right of the Town against the Successful Vendor then existing or which may thereafter accrue. Any retention or payment of monies by the Town due the Successful Vendor will not release the Successful Vendor from compliance with the Bid Documents.
 - 9.4. After ten (10) days from delivery of a Written Notice to the Successful Vendor and the Airport Manager, the Town may, without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, the Successful Vendor will be paid for all Work executed and any expense sustained plus reasonable profit.
 - 9.5. If, through no act or fault of the Successful Vendor, the Work is suspended for a period of more than ninety (90) days by the Town or under an order of court or other public authority, or the Airport Manager fails to act on any request for payment within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved by the Airport Manager or awarded by arbitrators within thirty (30) days after it is submitted, or the Town fails to pay the Successful Vendor substantially the sum approved by the Airport Manager or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Successful Vendor may, after ten (10) days from delivery of a Written Notice to the

Airport Manager, terminate the Contract and recover from the Town payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Airport Manager has failed to act on a request for payment or if the Town has failed to make any payment as aforesaid, the Successful Vendor may upon ten (10) days Written Notice to the Town and the Airport Manager stop the Work until it has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders will be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the cost and delays attributable to the stoppage of the Work.

9.6. If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Town or Airport Manager to act within the time specified in the Bid Documents, or if no time is specified, within a reasonable time, an extension of the Contract Time will be made by Change Order. Extension of time will be the Successful Vendor's exclusive remedy for any delay no matter how or by whom caused.

10. INDEMNIFICATION

10.1. The Successful Vendor will indemnify and hold harmless the Town and the Airport Manager and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and caused in whole or in part by any negligent or willful act or omission of the Successful Vendor, and Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Successful Vendor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

11. SEPARATE CONTRACTS

11.1. The Town reserves the right to let other contracts in connection with this Work. The Successful Vendor will afford other Vendors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and will properly connect and coordinate its Work of any other Successful Vendor, the Successful Vendor will inspect and promptly report to the Airport Manager any defects in such Work that render it unsuitable for such proper execution and results.

11.2. The Town may perform additional Work related to the Work by itself, or it may let other contracts containing provisions similar to these. The Successful Vendor will afford Vendors who are parties to such Contracts (or the Town, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and will properly connect and coordinate its Work with theirs.

11.3. If the performance of additional Work by other Vendors or the Town is not noted in the Bid Documents prior to the execution of the Contract, written notice thereof will be given to the Successful Vendor prior to starting any such additional Work.

12. SUBCONTRACTING

12.1. The Successful Vendor may utilize the Work of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

- 12.2. The Successful Vendor will not award Work to Subcontractors(S), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Airport Manager.
- 12.3. The Successful Vendor will be fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him.
- 12.4. The Successful Vendor will cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Successful Vendor by the terms of the Bid Documents insofar as applicable to the Work of Subcontractors and to give the Successful Vendor the same power as regards terminating any subcontract that the Town may exercise over the Successful Vendor under any provision of the Bid Documents.
- 12.5. Nothing contained in the Contract will create any contractual relation between any Subcontractor and the Town.
13. AIRPORT MANAGER'S AUTHORITY
 - 13.1. The Airport Manager will act as the Town's representative during the Contract Term. He/she will decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He/she will interpret the intent of the Bid Documents in a fair and unbiased manner. The Airport Manager will make visits to the site and determine if the Work is proceeding in accordance with the Bid Documents.
 - 13.2. The Successful Vendor will be held strictly to the intent of the Bid Documents in regard to the quality of materials, workmanship and execution of the Work.
 - 13.3. The Airport Manager will not be responsible for the means, controls, techniques, sequences, procedures, or work site safety.
 - 13.4. The Airport Manager will promptly make decisions relative to interpretation of the Bid Documents.
14. SAFETY
 - 14.1. The Vendor will observe and abide by all safety and fire regulations of the Town. It will be the full responsibility of the Vendor to maintain a safe work environment as well as ensure the safety of the public as pertaining to this Work.
15. COMMUNICATION
 - 15.1. If Vendor or Vendor's Sub-contractors employ, on the job site, employees who are unable to communicate by English language, Vendor will have on the job site, available during all working hours, a supervisor or foreman who can translate for purposes of communication with Town's representatives.
16. UNDOCUMENTED WORKERS
 - 16.1. Vendor hereby certifies that its hiring practices, at all times, comply with Federal statutes, rules and regulations relative to hiring of undocumented workers and illegal aliens.
17. VENDOR'S SCHEDULES
 - 17.1. The Vendor, promptly after being awarded the Contract, will prepare and submit for the Town's and Airport Manager's information a Vendor Schedule for the Work. The Schedule will not exceed time limits current under the Contract, will be revised at appropriate intervals as required as the conditions of the Work, will be related to the entire project required by the Contract, and will provide for expeditious and practical execution of the Work.
18. HAZARDOUS MATERIALS

- 18.1. The Vendor is responsible for compliance with the requirements of the Contract regarding hazardous materials. If the Vendor encounters a hazardous material or substance not addressed in the Contract, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including, but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Vendor, the Vendor will, upon recognizing the condition, immediately stop Work in an affected area and report the condition to the Town and Airport Manager in writing. When the material or substance has been rendered harmless, Work in the affected area will resume upon written agreement of the Town and Vendor. By Change Order, the Contract Time, will be extended appropriately and the Contract Sum will be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.
- 18.2. To the fullest extent permitted by law, the Town will indemnify and hold harmless the Vendor and its Subcontractors from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Subsection 21.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the part seeking indemnity.
- 18.3. If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract, the Town will indemnify the Vendor for all cost and expense thereby incurred.

SECTION IV: SCOPE OF WORK

Furnish all labor, equipment, material, and supervision necessary and incidental to provide aviation fuel and related products to the Town within the State of Maryland (“Work”) in accordance with the Bid Documents. All Work performed will be in accordance with the terms and conditions of the Bid Documents and the following Scope of Work.

1. GENERAL INFORMATION
 - 1.1. The Successful Vendor will provide aviation fuel (Jet-A and AVGAS 100LL) for purchase and resale, fueling vehicles, self-fueling support, and advertising materials to the Town.
2. REQUIREMENTS
 - 2.1. The Town’s Fuel Farm consists of a single Ten-Thousand gallon Jet-A tank and two (2) Ten-Thousand gallon 100LL above ground fuel tanks, hereinafter referred to as “Fuel Farm”.
 - 2.2. The Vendor’s Complete Proposal Document will be for the sale of the following types of fuel to the Town;
 - 2.2.1. Aviation Turbine Fuel (Jet-A) pre-blended with anti-icing additive.
 - 2.2.2. Aviation Gasoline – 100 Octane Low-Lead (Avgas 100LL)
 - 2.3. Below is an indicator of the estimated number of gallons required on an annual basis, based on historical Data.
 - 2.3.1. Jet-A 45,500 gallons annually
 - 2.3.2. 100LL 100,000 gallons annually
 - 2.4. The Successful Vendor must be able to supply these amounts and any increases in demand generated by increased aircraft traffic and/or special events as required by the Town.
3. FUEL SPECIFICATIONS
 - 3.1. Jet-A will meet the requirements of ASTM (American Society for Testing and Materials) D-1655 (or latest revision).
 - 3.2. AVGAS 100LL will meet the requirements of ATSM D-910 (or latest revision).
 - 3.3. Each tanker supplying fuel to the Fuel Farm will be dedicated to aviation fuel products only and will not carry any other products. The Successful Vendor will perform and document the following tests before fuel is unloaded at the Fuel Farm:
 - 3.3.1. Visual inspection
 - 3.3.2. Color inspection
 - 3.3.3. Bottom sediment and water test
 - 3.3.4. Temperature test
 - 3.3.5. API Gravity test
 - 3.4. The Town may perform any additional tests and reserves the right to reject any delivery it deems unsuitable. The Town maintains the right to reject any operator/truck violating safety rules.
4. SUCCESSFUL VENDOR’S QUALIFICATIONS:
 - 4.1. Successful Vendor will be/provide:
 - 4.1.1. Brand Name: The Successful Vendor’s product must have global brand name recognition.
 - 4.1.2. Experience: The Successful Vendor must be a full-service marketer who provides a complete package of marketing services related to the sales of aviation fuels, including but not limited to: Corporate Sponsorship of Aviation Events and Loyalty reward programs.
 - 4.1.3. Insurance: A complete operations product liability insurance coverage program will be detailed in the proposal.

- 4.1.4. Quality Control Program: Updated Quality Control Manuals, which are current and completely revised.
- 4.1.5. On-Site Training by Successful Vendor's employees or sub-contractors.
- 4.1.6. Fuel Farm inspections and technical guidance.
- 4.1.7. Annual re-fueler truck inspections and documentation of filter changes as necessary. Filter changes and cleaning of system annually of the Fuel Farm by the Successful Vendor or a sub-contractor of the Successful Vendor.
- 4.1.8. Professional Line Service training Program: Classroom and field training within a reasonable distance (350) miles at least every 18 months. Industry associated program of training for Town's Line Personnel with Live-action video and workbooks specific to the following areas;
 - Ground servicing
 - Ramp Safety
 - Piston /Turboprop/TurboJet Refueling Procedures
 - Aircraft towing
 - Fuel Farm management
 - Customer Service
 - Fire safety
5. RE-FUELER LEASE/PURCHASE PROGRAM
 - 5.1. The Successful Vendor will offer to the Town the option to lease or purchase re-fueler vehicles at the Successful Vendor's cost plus an administrative/handling fee.
 - 5.2. Re-fuelers for lease or purchase will have the following approximate capacities:
 - 5.2.1. Avgas 100LL 1,000 gallons
 - 5.2.2. Jet-A 1,000 gallons
 - 5.3. Supplies provided by re-fuelers, if leased, will be the current model with all required labeling and safety equipment attached ready for immediate use upon delivery. Leased re-fuelers will be mechanically sound and meet all safety and environmental requirements.
 - 5.4. Relief re-fuelers will be reasonably available from the Successful Vendor should mechanical deficiencies render those at Fuel Farm inoperable for a period of more than three (3) days. The "relief" re-fueler will be moved to Fuel Farm at the Successful Vendor's expense. The Successful Vendor will allow qualified contractors to perform routine necessary maintenance, inspections, etc. on the leased re-fuelers.
6. CREDIT CARD PROCESSING SYSTEM
 - 6.1. The Successful Vendor will be responsible to install and maintain a nationally recognized online credit card program that utilizes Point of Sale (POS) equipment comparable to VeriFone VX 570 terminal and printer. Two systems will be required, one within the Operations office within the terminal building and the other at the self-fueler location on the airfield.
 - 6.2. The POS systems must be capable of electronically processing credit cards with monies returned to the Town electronically within 48 hours.
 - 6.3. The systems will have the capability to process internationally recognized Successful Vendor credit cards; Master Card, Visa, Discover, American Express, Multi-Service and Military Air Card.
 - 6.4. The POS systems will be capable of providing detailed daily transaction reports and receipts for individual transactions.
7. PAYMENT REQUIREMENTS AND REPORT
 - 7.1. Fuel delivery charges/credits will be kept in a separate account from credit card transaction reimbursement/charges.

- 7.2. Vendors will describe the required method reimbursement and/or charges (i.e. company check, electronic funds transfer, etc.) in their response.
8. ADVERTISING AND SUPPORT
- 8.1. The Successful Vendor will provide the following types of advertising:
- 8.1.1. National advertising to promote the Successful Vendor's brand.
- 8.1.2. Co-Operative Advertising Program: Provide a flexible co-operative advertising program for the promotion of fuel sales at the Fuel Farm.
- 8.1.3. National Sales Promotion Program: Provide a branded credit card program with national scope. The program must be cost effective and provide the potential of generating both new and repeat business.
- 8.1.4. Convention Brand Representation: Provide brand representation at the NATA and NBAA conventions and allow for booth participation by the Town.
- 8.1.5. Aviation Industry Participation: The Successful Vendor will actively participate with the NATA and other aviation associations.
- 8.2. The Successful Vendor will provide an adequate line of credit with functional credit terms.
- 8.3. Brand Identification: Provide and install at a location determined by Town personnel, a lighted brand identification sign at the Fuel Farm. Additionally, the Successful Vendor will provide brand decals to the re-fueler trucks and Fuel Farm.
- 8.4. Administrative Support: The Successful Vendor will provide administrative support to include emergency QC technical and quarantine response to aviation accidents or incidents related to the fueling operation.
- 8.5. Account Representative: Provide an Account Representative whose total interest and function is aviation related.
- 8.6. Branded Uniform Program: Provide a branded uniform package to all Town Staff.
- 8.7. Technical Expertise: The Successful Vendor must provide technical TS & QC expertise and have available a proprietary laboratory for support.
- 8.8. Other Costs: The Successful Vendor will indicate in their response any additional costs resulting from a change in fuel contract.
9. ENVIRONMENTAL MANAGEMENT
- 9.1. The Successful Vendor will be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage, and any other aspects of providing the Work and fuels referred to in this Bid Document.
10. COMPLETED BID DOCUMENT FORMAT:
- 10.1. Completed Bid Documents must address all of the requirements identified in this Bid Document in order to be considered. If any proposal fails to address the specified requirements in the prescribed format, the Town will have the option to consider the proposal as "non-responsive".
- 10.1.1. Vendor's Qualifications and Experience, as outlined in Section V, must include a narrative of the company's history, experience, and performance record. Additionally a listing will be included of Vendor's customers, including phone numbers and point of contact.
- 10.1.2. Vendor's Operational Concept Proposed:
- Aviation Fuel Price: Prices will be quoted on a per gallon basis exclusive of all taxes, transportation costs and fees. In addition to the fuel price, the Vendor must provide a detailed, itemized list of all applicable fees and taxes. This list should include the transportation costs, taxes, and a breakdown of any other fees charged.

- Assured supply must be guaranteed in any contract tendered. Completed Bid Documents must clearly explain any primary and/or secondary means of supply and delivery for both 100LL Avgas and Jet-A products.
- The Town desires to receive the best possible fuel pricing. In order to fully evaluate each proposal, it is necessary that all proposals completely explain each Vendor's method of pricing, timing of price changes, and method of communicating price changes to the Town.
- Fuel prices must be quoted independent of any refueling vehicle lease, purchase or other acquisition program.
- Restrictions. Specify in the proposal any and all restrictions to be entertained.
- Additional Contracts: Provide copies of all potential contracts that could be applicable to the Town. Include at least following: Aviation Fuel Agreement and Aviation Re-fueler Lease Agreement.
- Contract Duration: The duration of the Contract is for five (5) years with an option for one (1) three year extension as agreed to in writing by both parties.
- Contract Point of Contact: The Successful Vendor must provide a single point of contact for all aspects of the Contract.
- Other: Additional information, proposals, or incentives to be provided at the Vendor's discretion.

10.1.3. Full Service Programs:

- Insurance Program: Details of insurance program to be provided by the Successful Vendor.
- Quality Control and Assurance Guarantees:
 - Meet ATSM specification in the Completed Bid Documents
 - Traceability of fuel product shipments, from refinery to the Town's Fuel Farm.
 - Handling and disposition of "off spec" products.
 - Transportation of products via Successful Vendor-approved Fuel carriers with aviation dedicated delivery Transport trucks.
 - Documentation of pre-delivery testing.
 - Successful Vendor to provide annual inspection of all Town Fuel facilities and re-fuelers no matter the ownership at no additional charge.
 - Successful Vendor to provide local annual training at no additional charge.
 - Document quality of inspectors and employees provided by the Successful Vendor.
 - Provide written documentation of all inspections and training conducted.
 - Provide current Quality Control manuals and/or reference/training materials to all Town personnel involved in aircraft fuel operations.
 - Professional Line Service Training Programs: Provide a description of all training offered, including, but not limited to the following subject areas:
 - Ground Servicing
 - Customer Service
 - Piston engine aircraft refueling
 - Jet engine aircraft refueling
 - Turbo-prop aircraft refueling
 - Aircraft towing
 - Fuel Farm management
 - Fire Safety

Fuel spill prevention and incident procedures

Frequency of training: Training must take place at least annually at the Town's Fuel Farm. Off-site training offered by the Successful Vendor will also be offered and a description of such will be included in the response. The training program must be current and incorporate the latest revisions of applicable rules and regulations.

10.1.4. Re-fueler Lease/Purchase Program:

- Description of lease, purchase, or other acquisition programs available through the Vendor.
- Lease costs, model year, and sizes available through lease agreement.
- Detail of maintenance provided by the Vendor on the re-fuelers including all inspections.
- Paint schemes and decal placement diagrams.
- Availability of back-up or replacement re-fuelers in the event those leased become disabled due to mechanical difficulty.
- Insurance requirements.

10.1.5. Credit Card Processing Program

- List of credit cards accepted by the Vendor.
- Identify processing fees associated with the various cards.
- Identify credit card reimbursement timing and method of transferring funds to the Town.

10.1.6. Fuel Payment Program. Describe the method of payment.

10.1.7. National Sales Promotion and Advertising Program.

- Identify and describe continuous annual national sales
- Identify and describe co-operative advertising program including a branded uniform program.
- Aviation industry participation.

10.1.8. Administrative Support Procedures. Identify and describe the Administrative support offered by your company.

10.1.9. Dedicated Aviation Support Employees. Identify the number of aviation exclusive employees that the Vendor employs to support their dealer network.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

1. EVALUATION

1.1. All Vendors are advised that in the event of a receipt of adequate number of Bid Documents which, in the opinion of the Town, require no clarification and/or supplementary information, such Bid Documents may be evaluated without discussion. Hence, Bid Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the Town. Bid Documents will be evaluated using the following criteria:

<u>Weighting Factor</u>	<u>Criterion</u>
15%	Vendor's overall qualifications and experience.
15%	Vendor's Product Quality
10%	Vendor's operational concept.
5%	Vendor's ability and willingness to support the activities and development of the Town's Airport
5%	Vendor's Lease Program
5%	Credit Card Processing Program
10%	Vendor's national Sales Promotion and Advertising
5%	Fuel Payment Program
15%	Vendor's safety program and safety record
10%	Vendor's Pricing Program
5%	Other Areas

1.2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

1.2.1. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

THIS AND PREVIOUS SECTIONS DO NOT NEED TO BE RETURNED WITH SUBMITTAL.

FORM OF BID AVIATION & JET FUEL

To whom it may concern:

We hereby submit our Bid Documents for "Aviation & Jet Fuel" as indicated in the Bid Documents.

Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

Equipment List				
Anticipated Term	Estimated Gallons	Product		Guaranteed Fixed Differential Price Per Gallon
Five (5) Years September 01, 2015- August 31, 2020	45,500 Gallons Annually	Jet-A		
Five (5) Years September 01, 2015- August 31, 2020	100,000 Gallons Annually	100LL		
Total Cost				

Deliver Address for the above commodities is 12724 Airport Rd, Berlin, MD 21811

Vendors must include all items necessary to provide the products and Work specified. Vendor's price must include all equipment, labor, materials, products, and Work necessary to install and provide the products and/or Work as specified. THE TOWN WILL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN THE BID. All charges for overtime, installation, shipping, etc. must be included.

Is your company currently involved in any active litigation? (Yes)___ (No)___ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)___ (No)___ CHECK One.

*If you answered Yes to either of the above questions please attach documentation to your Completed Bid Document describing further.

NOTE: THIS BID FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS BID TO BE CONSIDERED VALID BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND.

Do you currently have a business license with the Town? ___ Yes ___ No

Sign for Identification

Printed Name

REFERENCES

List three (3) references for Goods/Work similar to those requested in this Bid Document successfully delivered/installed within the last 12-36 months. Include contact name, address, telephone number and goods sold.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Work:		Date of Work:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Date of Work:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the Town, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Document;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Goods and/or Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Goods and/or Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Goods and/or Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Printed Name

Title

NOTICE OF AWARD

[Vendor Name]
[C/o _____]
[Vendor Address]
[Vendor Address]

Project Description: AVIATION & JET FUEL

The Town has considered the Completed Bid Document submitted by your organization for the above reference project. You are hereby notified that your Completed Bid Document has been accepted for the Aviation & Jet Fuel Contract in the amount of _____ (_____).

You are required by the Bid Documents Section II. General Information subsection 5.1 to execute the Contract and furnish the Vendor’s Certificate of Insurance within fifteen (15) days from the date of this Notice to you.

You are also required to return an acknowledged copy of this Notice of Award to the Town.

Date: _____
Town of Ocean City, Maryland

By: _____

Catrice Parsons – Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award us hereby acknowledged by:

_____ this _____ day of _____, 2015.

By: _____

Title: _____

NOTICE TO PROCEED

To:

Date:

Work: Aviation & Jet Fuel

You are hereby notified to commence WORK in accordance with the Contract dated _____ on or before _____ you are to complete the WORK within thirty (30) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2015.

TOWN OF OCEAN CITY
BY _____
Catrice L. Parsons, CPSM, CPPB
Procurement Manager

NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this _____ day of _____, 20__.

By _____

Title _____

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2015, by and between The Town of Ocean City, hereinafter called 'Town' and _____ doing business as (an individual), (a partnership), or (a corporation) hereinafter called 'Successful Vendor'.

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the Work for Aviation & Jet Fuel.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other Work necessary for the Aviation & Jet Fuel as described herein.
3. Successful Vendor will commence the Work required by the Bid Documents within six (6) calendar days after the date of the Notice to Proceed and will complete the same within thirty (30) calendar days unless the period for completion is extended otherwise by the Bid Documents.
4. Successful Vendor agrees to perform all of the Work described in the Bid Documents and comply with the terms therein for the sum of \$ _____ (_____) or as shown in the Form of Bid.
5. This Contract is comprised of the below 'Bid Documents':
 - Advertisement
 - Section I - Introduction
 - Section II – General Information
 - III: General Conditions
 - IV: Supplemental General Conditions
 - V: Scope of Work
 - VI: Evaluation and Selection Process
 - Form of Bid
 - References
 - Exceptions
 - Individual Principal
 - Vendor's Affidavit of Qualification to Bid
 - Non-Collusive Affidavit
 - Notice of Award
 - Notice to Proceed
 - ADDENDUM No. ___ dated _____, 20__.
6. The Town will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
7. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their

duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

VENDOR:

TOWN:

BY _____

BY _____

David L. Recor, ICMA-CM
CITY MANAGER

NAME _____

TITLE _____

(SEAL)

(SEAL)

ATTEST _____

ATTEST _____

NAME _____

NAME _____