

VOLUME II OF II

MAA-SV-24-001

**AVIATION FUEL SUPPLIER FOR
MARTIN STATE AIRPORT**



Maryland Aviation Administration

**MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND
AVIATION ADMINISTRATION
September 2022**

Section XI.1
Price Proposal Form
Aviation Fuel Supplier for Martin State Airport
MAA-SV-24-001

Section I: Price Proposal Factors

Category 1: Aviation Fuel Price

	A	B	C	D		E		F		G
Delivery Location	Annual Estimate	Fixed Fees	Differential (if applicable)	Rack / Index Price		Annual Cost (Fixed Fees)		TLC per Gallon		Annual Fuel Cost Estimate
				09/20/22		$A(B+C) = E$		$B+C+D = F$		$A \times F = G$
<u>Martin State Airport</u>										
MAA Jet-A	1,200,000 gal									
MAA 100LL	250,000 gal									
MSP Jet-A	100,000 gal									
<u>Salisbury Regional Airport</u>										
MSP Jet-A	55,000 gal									
Total	1,605,000 gal									

MAA – Maryland Aviation Administration; MSP – Maryland State Police

Comments (if applicable):

Annual Estimate (gal)	An estimate of expected volume by location and type based on historical needs. The Annual Estimate is to be used for evaluation purposes only and is not guaranteed.
Fixed Fees	Fixed Fees applied per gallon in dollars exclusive of all taxes. (Transportation, Administration, Freight, etc.). The Contractor is bound by the fixed fees provided.
Differential Fees	Any additional fees applied per gallon in dollars exclusive of all taxes. These are not fixed fees or the Rack / Index price. Any Differential Fees will require a thorough explanation in the comments section. The Contractor is bound by the fees provided.
Rack / Index Price	Price per gallon exclusive of all Fixed and Differential Fees and taxes as of <u>09/20/22</u> .
Annual Costs (Fixed Fees)	The sum of the Fixed and Differential Fees times the Annual Estimate (Gallons) in dollars.
TLC per Gallon	Total Landed Cost per gallon exclusive of all taxes. The sum of the Fixed Fees, Differential Fees and Rack / Index Price.
Annual Fuel Cost Estimate	Total estimated cost of fuel in dollars exclusive of all taxes.

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Delivery Locations:

Martin State Airport – 3023 Strawberry Point Rd. Baltimore Md. 21220

Salisbury Regional Airport – 5286 Lear Jet Way, Salisbury Md. 21804

Category 2: Credit Card Processing Fees

A	B	C		D
Card Type	Processing Rates	Percentage of Use		Processing Fees Charged / \$5,000,000
Total	N/A	100%		

- Card Type** List all accepted card types. (major, industry, supplier)
- Processing Rates** List processing rate for corresponding card type listed in column A.
- Percentage of Use** List the percentage of use associated with the card type listed in column A. The total sum of all percentages listed in column C should equal 100%. The preceding six months is to be used for establishing Percentage of Use.
- Processing Fees Charged** In a scenario where there has been \$5,000,000 in transactions, enter the associated fees to be charged for each card type. Apply your Percentage of Use to the \$5,000,000 to determine how much of the associated card's processing rate should be applied. Enter the resulting fee into Column D.

Example: As shown below XYZ Credit Card's percentage of use is 30%. 30% of \$5,000,000 is \$1,500,000. So, of the total \$5,000,000, \$1,500,000 will have a processing rate of 2.0%. Equaling a fee of \$30,000 dollars.

A	B	C		D
Card Type	Processing Rates	Percentage of Use		Processing Fees Charged - \$5,000,000
XYZ Credit Card	2.0%	30%		\$30,000
ABC Credit Card	3.0%	10%		\$15,000
123 Credit Card	2.75%	60%		\$82,500
Total	N/A	100%		\$127,500

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Category 3: Operating Equipment Rental

	Monthly Lease Amount	Annual Lease Amount
1,000 gal. AVGAS Truck #1	\$	\$
1,000 gal. AVGAS Truck #2	\$	\$
5,000 gal. Jet-A Truck #1	\$	\$
5,000 gal. Jet-A Truck #2	\$	\$
Total	\$	\$

Monthly Enter respective monthly lease amount for equipment listed.

Annually Enter respective annual lease amount for equipment listed.

Total Enter the sum of all equipment in the final row of both columns A and B.

Category 4: Annual Supplier Contribution

	Annual Supplier Contribution
Uniforms	\$
Cooperative Marketing Program	\$
Total	\$

Uniforms Enter how much you will provide to support MTN uniform purchases (annually).

Cooperative Marketing Program Enter how much of an estimated \$100,000 annual marketing budget will be reimbursable through a Cooperative Marketing Program.

Total Enter the sum of the two rows.

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Section II: Price Proposal Summary

This price proposal will be evaluated based on the Annual Price Proposed. The purpose of this price proposal is for evaluation only.

$$A. \text{ Annual Fuel Cost Estimate} + B. \text{ Annual Service Cost and Contributions} = \underline{C. \text{ Annual Price Proposed}}$$

A. Annual Fuel Cost Estimate

Category 1:	Annual Fuel Cost Estimate Total		\$
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B. Annual Service Cost and Contributions (*sum of Annual Estimated Costs minus Annual Supplier Contribution*)

Annual Estimated Costs			
Category 2: Credit Card Processing Fees Charged Total			\$
Category 3: Annual Operating Equipment Lease Total			\$
Annual Estimated Cost Total			\$
LESS			
Category 4:	Annual Supplier Contribution Total		\$
EQUALS			
Annual Service Costs and Contributions Total			\$

C. Annual Price Proposed (*sum of A. Annual Fuel Cost Estimate and B. Annual Service Cost and Contributions*)x

A. Annual Fuel Cost Estimate Total		\$
B. Annual Service Costs and Contributions Total		\$
C. Annual Price Proposed		\$

Annual Price Proposed (written in words) _____ DOLLARS AND/100

The undersigned hereby agrees to supply aviation fuel as presented in the Request for Proposals and proposes to charge the Administration the submitted Estimated Annual Costs for the services included in the Request for Proposals:

Should the undersigned become the Contractor and be awarded the Contract, the undersigned will execute and submit the required Performance Bond (Section XI.3.)

The Offeror hereby further acknowledges the requirement to carry, and indicates the ability to obtain, the insurance required for the project services. (Requirements are found in SP-1.05 to sample Contract in this document, and specific contract requirements published in the RFP.)

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(Initial Here) _____

The Offeror hereby acknowledges receipt, if any, of all Addenda to this RFP.

Witness

Company Name (Seal)

Date

By: _____
Signature

Printed or Typed Name

Title

Contractor's Federal ID Number

Section XI.2

BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name),
possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2 CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

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

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

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

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

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

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the

person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is

subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____
(print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

**SECTION XI.3
PERFORMANCE BOND**

NOTE: THIS PERFORMANCE BOND IS NOT REQUIRED IF RESULTANT CONTRACT PRICE IS LESS THAN \$100,000.

Bond Number

Principal

Business Address of Principal

Surety

Obligee

a corporation of the State of

STATE OF MARYLAND
By and through the following

and authorized to do business in the
State of Maryland

Maryland Aviation Administration

Penal Sum of Bond (express in figures and words)

(Dollars, written in figures)

(Dollars, written in words)

Aviation Fuel Supplier for Martin State Airport
Description of Contract

2022
Date of Contract

MAA-SV-24-001
Contract No.

2022
Date Bond Executed

KNOW ALL MEN BY THESE PRESENTS:

That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS:

Principal has entered into or shall enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract".

WHEREAS:

It is one of the conditions precedents to the final award of Contract that these presents be executed.

NOW, THEREFORE:

During the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the Contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining Contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum state above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF:

Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal

Witness:

_____ as to _____ (Seal)

In Presence of: Co-Partnership Principal

Witness:

_____ as to _____ (Seal)

Name of Co-Partnership

_____ as to By: _____ (Seal)

_____ as to By: _____ (Seal)

_____ as to By: _____ (Seal)

Corporate Principal

Name of Corporation (Seal)

Attest:

Corporate Secretary Date

By: _____ Affix
Corporate Seal

Signature Date

Title: _____

Surety

Attest:

By: _____ Affix
Corporate Seal

Bonding Agent's Name

Signature Date

Agent's Address

Title: _____

Business Address of Surety

Maryland Aviation Administration
Approved as to Form and Legal Sufficiency

this _____

day of _____, 2022

Counsel