

NOTICE TO BIDDERS
Purchase of Propane Gas
Worcester County Government Facilities and Generators

The Worcester County Commissioners are currently accepting bids for the purchase of propane gas for County Government buildings and emergency stand-by generators located throughout the County for a period of two years plus informational pricing for additional years of service. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 –Worcester County Government Center, One West Market Street, Snow Hill, Maryland 21863, may be obtained online at www.co.worcester.md.us or by calling the Commissioners’ Office at 410-632-1194 to request a package by mail. **Sealed bids will be accepted until 1:00 p.m., Monday May 2, 2022** in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes will be marked “**2022 Propane Gas Bid**” in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate.

All inquiries will be directed to Michael N. Hutchinson, Maintenance Superintendent via email at mhutchinson@co.worcester.md.us or office at (410) 632-3766.

INSTRUCTIONS TO BIDDERS

1. **BIDS**
Bids shall be submitted in sealed envelopes on or before Monday, May 2, 2022 at 1:00 pm and clearly marked in the lower left-hand corner “**Propane Gas Bid**”. Bidders shall include all listed locations in bid. Partial or incomplete bids will not be accepted.

2. **BID DUE DATE**
Bids should be mailed or hand carried to be received in the Office of the County Commissioners located at the Worcester County Government Center, 1 W. Market Street, Room 1103, Snow Hill, Maryland 21863 by or before **Monday, May 2, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered.

3. **CONTRACTOR INVOICES**
The Contractor must provide a monthly itemized invoice stating location, date of service and amounts to the DPW-Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863. The mark-up amount will not change for the stated bid duration. Increased fees for additional/added services will only be approved upon written justification and with administrative approval.

4. **TERM OF CONTRACT**
This contract will be in effect for two years commencing with June 1, 2022 and ending May 31, 2024. The County Commissioners may elect to extend the contract for up to three additional years (years 3 through 5) based on the additional pricing stated on the bid form. All additional pricing submitted on the bid form shall remain valid through year May 31, 2027. The service schedule may be changed without cause if the County so elects. However, the County will provide 30 day advance written notice of its intent to revise the service schedule. Changes that may affect the contracted service may include but are not limited to; increase or reduction in the service sites.

5. **INDEMNIFICATION**
The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

6. **INDEPENDENT CONTRACTOR**
 - A. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.

- B. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- C. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

7. **LICENSE and INSURANCE**

- A. Contractor will provide a valid copy of their company's business license applicable for the work described in this contract. A copy of their business license shall be included at the time of bid submission. The business license must be renewed and valid for the term of the contract.
- B. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- C. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing a minimum coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- D. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- E. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- F. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

8. **STANDARD TERMS and CONDITIONS**

Separate of this bid document are the Standard Terms and Conditions for Worcester County. This document will be attached to the executed contract agreement. If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

9. **RESPONSIBILITY of CONTRACTOR**

- A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.

- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
- C. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

10. **TAXES**

The County is exempt from all Federal and State taxes. Your prices should reflect same.

11. **SCOPE OF WORK**

Install propane tanks, sized as required and connect Bidder-supplied tanks to existing equipment and buildings as necessary. Supply and deliver propane gas to County facilities and equipment/generators.

12. **TANK LOCATIONS & ANCHORAGE**

Tank locations and the County's overall annual consumption are contained in this bid document. Be advised the County reserves the right to change tank sizes, add or delete locations as it becomes necessary in the best interest of the County.

The County may elect to have this Bidder/vendor install anchorage on County-owned tanks and pay for this service as an extra charge at the 3 locations located in a flood zone.

- 2 – 1000 Gallon Tanks at 6841 Central Site Lane
- 1 – 1000 Gallon Tank at 6572 Snow Hill Road

13. **SPECIFICATIONS/QUALIFICATIONS**

- Signage...all tanks supplied by the Bidder shall be clearly marked or labeled with appropriate placards in accordance of all applicable rules, regulations and codes as governed by the Authority having jurisdiction.
- All invoicing shall be broken down to reflect;
 - 1) Bidder's purchase price for the product on the day it was delivered to the County as referenced from the Mont Belvieu, Texas rack average pricing report as provided by OPIS. The rack average report shall accompany the invoices submitted to the County.
 - 2) Bidder's pricing markup as represented in the Bid Form.
 - 3) Total combined per gallon cost for the product from the wholesale supplier plus the Bidder's markup. The total invoiced delivered price per gallon shall include all profit, overhead, transportation, fees and all other associated costs borne by the Bidder to deliver the product to the listed County locations.
 - 4) The County shall have the right to request wholesale/terminal supplier invoices and final Straight Bill of Lading receipts as backup information for the product sold to the County.
- All deliveries must be metered at the point of delivery with field delivery tickets, as backup for invoicing, provided with all invoicing.
- All buildings shall be on an automatic fill-up schedule.
- All generator tanks shall be filled on an automatic fill-up schedule. Pre-storm, post-storm or loss of electrical events may require the generator tanks to be filled on an emergency basis. Notification by the County or its representative shall be given to the vendor and the County will require that the generator tanks be filled immediately to support the County's Emergency Services (911) radio communication operations.

14. **BID PRICE**

Shall be the amount of Bidder's markup per gallon based on the Mont Belvieu, Texas rack average price on April 25, 2022 as referenced from the informational report provided by OPIS. The rack average price, as obtained from OPIS and as selected by the Bidder, shall be circled on the referenced OPIS report and a copy of the report shall be attached to the Bidder's Bid Form by the Bidder and is made a part of the bid. The Bidder's markup per gallon shall include all overhead, profit, transportation, fees, taxes, freight, etc. as is required to deliver the product to the Worcester County facility as listed on the Bid Location Schedule. The Bidder's product markup will be the basis for this bid award.

15. **DELIVERY LOCATIONS**

ID	FACILITY	STREET ADDRESS	TOWN	Above Ground QTY. & SIZE	Under Ground QTY. & SIZE
1	MARYLAND STATE POLICE	9758 Ocean Gateway	BERLIN	1-1,000 gal.	
2	PUBLIC WORKS-ROADS DIVISION EQUIP. BLDG.	10146 N. Main St. Ext.	BERLIN	4-100 gal.	
3	ISLE OF WIGHT SERVICE BLDG.	13070 St. Martins Neck Rd.	BISHOPVILLE	1-1,000 gal.	
4	FIRE TRAINING CTR	6743 Central Site Lane	NEWARK		1-500 gal. (est.)
5	PUBLIC WORKS-SOLID WASTE DIVISION - ADMIN. BLDG.	7091 Central Site Lane	NEWARK	1-500 gal.	
6	PUBLIC WORKS-SOLID WASTE DIVISION - RECYCLE BLDG.	7091 Central Site Lane	NEWARK	1-1,000 gal.	
7	RADIO TOWER	6841 Central Site Lane	NEWARK	1-1,000 gal.	
8	RADIO TOWER	6841 Central Site Lane	NEWARK	1-1,000 gal.	
9	PUBLIC WORKS-WATER WASTEWATER DIVISION-ADMIN. BLDG.	1000 Shore Lane	OCEAN PINES	3-1,000 gal.	
10	RADIO TOWER	2630 Klej Grange Road	POCOMOKE	1-1,000 gal.	
11	RADIO TOWER	1637 Dun Swamp Rd.	POCOMOKE	1-1,000 gal.	
12	ANIMAL CONTROL-ADMIN. BLDG.	6207 Timmons Road	SNOW HILL		1-300 gal. (est.)
13	ANIMAL CONTROL- INCINERATOR	6207 Timmons Road	SNOW HILL	1-1,000 gal.	
14	PUBLIC WORKS-FLEET MAINT. SHOP	6113 Timmons Road	SNOW HILL	1-500 gal.	
15	PUBLIC WORKS-MAINT. DIVISION ADMIN BLDG.	6113 Timmons Road	SNOW HILL	1-500 gal.	
16	PUBLIC WORKS-ROADS DIVISION ADMIN. BLDG.	5764 Worcester Hwy.	SNOW HILL	1-500 gal.	
17	PUBLIC WORKS-ROADS DIVISION EQUIP. BLDG.	5764 Worcester Hwy.	SNOW HILL	1-500 gal.	
18	PUBLIC WORKS-ROADS DIVISION SIGN SHOP	5764 Worcester Hwy.	SNOW HILL	2-100 gal.	
19	NASSAWANGO RADIO TOWER	6572 Snow Hill Rd.	SNOW HILL	1-1000 gal.	
20	MYSTIC HARBOR RADIO TOWER	9624 Stephen Decatur Hwy.	BERLIN	1-1000 gal.	

16. Tank Owner

ID	FACILITY	STREET ADDRESS	TOWN	AG QTY. & SIZE	Tank Owner Cty./Vendor
1	MARYLAND STATE POLICE	9758 Ocean Gateway	BERLIN	1-1,000 gal.	County
2	PUBLIC WORKS-ROADS DIVISION EQU. BLDG.	10146 N. Main St. Ext.	BERLIN	4-100 gal.	Vendor
3	ISLE OF WIGHT SERVICE BLDG.	13070 St. Martins Neck Rd.	BISHOPVILLE	1-1,000 gal.	County
4	FIRE TRAINING CTR	6743 Central Site Lane	NEWARK	Underground	County
5	PUBLIC WORKS-SOLID WASTE DIVISION - ADMIN. BLDG.	7091 Central Site Lane	NEWARK	1-500 gal.	Vendor
6	PUBLIC WORKS-SOLID WASTE DIVISION - RECYCLE BLDG.	7091 Central Site Lane	NEWARK	1-1,000 gal.	Vendor
7	RADIO TOWER	6841 Central Site Lane	NEWARK	1-1,000 gal.	Vendor
8	RADIO TOWER	6841 Central Site Lane	NEWARK	1-1,000 gal.	Vendor
9	PUBLIC WORKS-WATER WASTEWATER DIVISION-ADMIN. BLDG.	1000 Shore Lane	OCEAN PINES	3-1,000 gal.	County
10	RADIO TOWER	2630 Klej Grange Road	POCOMOKE	1-1,000 gal.	County
11	RADIO TOWER	1637 Dun Swamp Rd.	POCOMOKE	1-1,000 gal.	County
12	ANIMAL CONTROL-ADMIN. BLDG.	6207 Timmons Road	SNOW HILL	Underground	County
13	ANIMAL CONTROL-INCINERATOR	6207 Timmons Road	SNOW HILL	1-1,000 gal.	Vendor
14	PUBLIC WORKS-FLEET MAINT. SHOP	6113 Timmons Road	SNOW HILL	1-500 gal.	Vendor
15	PUBLIC WORKS-MAINT. DIVISION ADMIN BLDG.	6113 Timmons Road	SNOW HILL	1-500 gal.	Vendor
16	PUBLIC WORKS-ROADS DIVISION ADMIN. BLDG.	5764 Worcester Hwy.	SNOW HILL	1-500 gal.	Vendor
17	PUBLIC WORKS-ROADS DIVISION EQU. BLDG.	5764 Worcester Hwy.	SNOW HILL	1-500 gal.	Vendor
18	PUBLIC WORKS-ROADS DIVISION SIGN SHOP	5764 Worcester Hwy.	SNOW HILL	2-100 gal.	Vendor
19	NASSAWANGO RADIO TOWER	6572 Snow Hill Rd.	SNOW HILL	1-1000 gal.	County
20	MYSTIC HARBOR RADIO TOWER	9624 Stephen Decatur Hwy.	BERLIN	1-1000 gal.	County

**WORCESTER COUNTY COMMISSIONERS
2022 PROPANE GAS BID FORM**

We submit this bid for supplying Propane Gas based on the requirements of the Bid Documents contained herein and the attached OPIS report.

<u>PRICE</u> Markup per Gallon Two Year YR. 1-2	<u>PRICE</u> Markup per Gallon One Year YR. 3	<u>PRICE</u> Markup per Gallon One Year YR. 4	<u>PRICE</u> Markup per Gallon One Year YR. 5
\$ _____	\$ _____	\$ _____	\$ _____

BID MUST BE SIGNED TO BE CONSIDERED

Date: _____

Signature: _____

Print Name: _____

Firm: _____

Address: _____

City _____ State _____ Zip _____

Telephone: (_____) _____ - _____

Email: _____

EXHIBIT A

Worcester County Maryland Standard Terms

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
7. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
8. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.
9. **Independent Contractor.**
 - a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the

quality of the work, the County will not control the means or manner of the Contractor's performance.

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

10. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

11. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

12. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
- 13. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
- 14. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
- 15. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
- 16. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

17. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
18. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
19. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
20. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
21. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
22. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
23. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
24. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.