

**ATTENTION COMMERCIAL FISHERMEN, CLAMMERS, LOBSTERMEN AND
WATERMEN**

Request for Bids

**West Ocean City Commercial Boat Slip Leases
Worcester County, Maryland**

NOTICE IS HEREBY GIVEN that the County Commissioners of Worcester County, Maryland, pursuant to Section 4-405 (West Ocean City Harbor) of the County Government Article of the Code of Public Local Laws of Worcester County, will accept sealed bids for three (3) 100-foot and five (5) 75-foot dock spaces in the commercial section of the County owned portion of the West Ocean City Harbor for a period commencing September 23, 2018 and expiring September 22, 2020. All bidders must be a bona fide commercial fishermen as defined in said ordinance and will be required to certify that they will operate a bona fide commercial fishing operation from the West Ocean City Harbor and will use the dock space at least 270 days per lease year. All bids must be in writing, upon forms provided by the Office of the County Commissioners, Government Center - Room 1103, One West Market Street, Snow Hill, Maryland 21863 which 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 bid proposals will be accepted until 1:00 p.m., Monday, August 13, 2018** in the Office of the County Commissioners at the above address at which time they will be opened and publicly read aloud. All bids must be accompanied by a refundable bid deposit of 10% of the total bid, which will be applied to the second year rent payment. Envelopes shall be marked "**West Ocean City Boat Slip Bid - ____-Foot Slip**" in the lower left-hand corner, with the slip size designated. After opening, bids will be forwarded to the Budget Accountant 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 therein, and to take whatever bid they determine to be in the best interest of the County considering any factors they deem appropriate. All inquiries should be directed to Kim Reynolds, Budget Accountant, at (410) 632-1194.

WORCESTER COUNTY COMMISSIONERS
West Ocean City Harbor Boat Slips
Instructions to Bidders

Sealed Bids will be accepted for three (3) 100-foot and five (5) 75-foot boat slips. The two-year lease period begins September 23, 2018 and ends September 22, 2020.

All bids will be accepted until 1:00 p.m., Monday, August 13, 2018 in the Office of the County Commissioners at which time they will be opened and publicly read aloud.

Tie bids will be resolved by a coin toss. The highest bidder for each slip size will be given preference as to slip number. Each bidder may only be awarded one slip for the lease period, no other bids will be considered from a successful bidder. The County Commissioners of Worcester County will make all determinations as to whether or not a bidder is a bona fide commercial fisherman. The County Commissioners will notify all successful bidders in writing following bid approval. Deposits of unsuccessful bidders will be refunded at such time as all dock license agreements have been executed. The deposit of the successful bidder will be credited toward the second year's rent payment.

All bidders must:

1. Certify s/he is a bonafide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405;
2. Be the sole owner of a commercial fishing vessel or own at least fifty percent (50%) of the stock or partnership which owns such vessel;
3. Operate from the West Ocean City Harbor;
4. Use the dock space for commercial fishing for at least 270 days of each lease year;
5. Provide proof of liability and pollution insurance upon bid approval;
6. Complete and return the enclosed bid form to the Office of the County Commissioners, One West Market Street, Government Center – Room 1103, Snow Hill, MD 21863;
7. Submit the bid form in the sealed envelope and appearing on the exterior of the envelope list the Name of the bidder, "West Ocean City Boat Slip Bid", and size of space bid (100' or 75') by 1:00 p.m. on August 13, 2018;
8. Include a ten percent (10%) bid deposit with each bid. If you are awarded a slip, the deposit will be applied to your second year's rent payment;
9. 3rd Party Vessel Registration forms (for vessels tied up more than 7 days) must be forwarded to County Commissioners office for approval and copy of fees paid to Licensee; and
10. No more than two (2) boats shall use dock space at any one time.

The Commissioners of Worcester County reserve the right to reject any and all bids and/or waive any formalities, informalities and technicalities therein. All inquiries should be directed to Kim Reynolds, Budget Accountant at (410) 632-1194.

West Ocean City Harbor Boat Slip Bid

The undersigned hereby submits a bid for the TWO-YEAR lease period beginning September 23, 2018 and ending September 22, 2020 on a 100 foot OR 75 foot dock space in the West Ocean City Harbor.

TOTAL BID (must equal Rent Payment 1+2 from below) \$ _____
Rent Payment 1: 9/23/18-9/22/19 - First Half of 2 year lease \$ _____
Rent Payment 2: 9/23/19-9/22/20 - Second Half of 2 year lease \$ _____
Deposit (10% of total Bid, will be applied to Rent Payment 2) \$ _____

Bidder warrants and represents that s/he is, a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and, the owner of a commercial fishing vessel that operates from the West Ocean City Harbor.

The vessel to be docked would be used for the following purposes: _____

The primary vessel(s) to be tied at the dock space should the bid be accepted are:

Vessel Name:	USCG Doc. Number:
Owner:	Length:
Vessel Description:	

This bid shall be binding upon the bidder and may not be withdrawn for a period of thirty (30) days following the bid opening.

- Bids and licenses are not assignable.
- Bidder, if successful, agrees to pay Rent Payment 1 on the slip upon the signing of the License Agreement or within thirty (30) days of the bid award date, whichever is sooner. The remaining Rent Payment 2 shall be due and payable by September 22, 2019.
- Bidder understands and agrees that only one space will be awarded for each successful bidder. Bids will be opened in the following order, 100-foot then 75 foot dock space. Once a bidder has been determined to be successful, no other bids from that individual will be considered.

PLEASE NOTE: Certain bulkhead work may be done in the West Ocean City Harbor during the term of any lease, and the Licensee may be required to vacate the slip temporarily. Abatement of the rent will not be permitted in such instance.

Bidder has read and agrees to all statements contained herein as well as the Instructions to Bidders.

Signature: _____ Date: _____

Print Name: _____

Address: _____

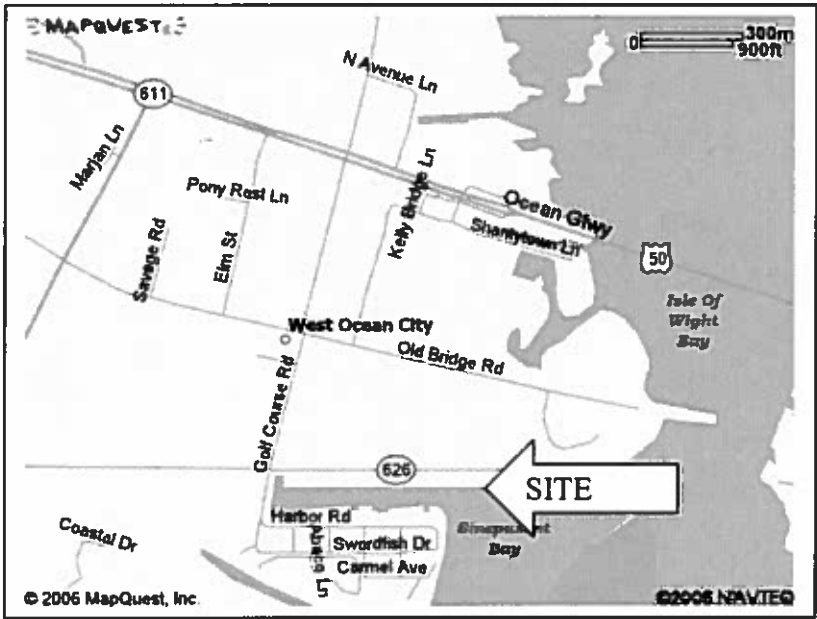
Telephone Number(s): (Cell) _____ (home) _____

Email address: _____

Vehicle Make _____ Model _____ License Plate No. _____

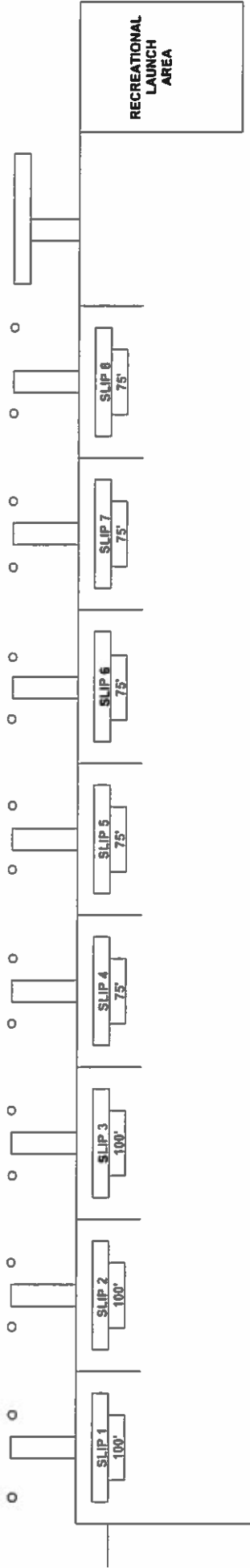
EMERGENCY CONTACT (Should be available 24 hrs): Contact Phone Number: _____

Contact Name: _____

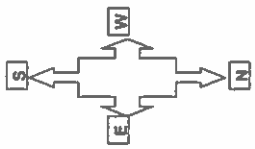


VICINITY MAP

WEST OCEAN CITY HARBOR



NORTH HARBOR ROAD



PLAN OF COUNTY BOAT RAMP AT WEST OCEAN CITY
SCALE: NTS

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this ____ day of _____, in the year two thousand and sixteen, by and between COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, hereinafter referred to as "Commissioners" _____, of _____, respectfully hereinafter referred to as "Licensee", witnesseth:

IN CONSIDERATION of the mutual covenants contained herein and the license fee reserved hereunder, the parties hereto do hereby covenant and agree as follows:

1. Commissioners do hereby grant an exclusive License unto Licensee for the use and occupancy of Slip No. ____ (dock space), said space being ____ feet in length and running along the bulkhead in a generally east-west direction and more particularly shown on a plat entitled "Worcester County Boat Slip Layout at West Ocean City Harbor" filed among the land records of the County Commissioners, and as designated upon the ground at such dock space, for a term of two (2) years commencing the date herefrom upon terms and conditions more particularly described.

2. The license fee reserved hereunder and payable by Licensee shall be in two rent payments. **Rent Payment 1 shall be _____ dollars and _____ cents (\$ _____) due on _____.** **Rent Payment 2 shall be _____ dollars and _____ cents less the 10% deposit of (\$ _____) and due on _____.**

3. This Licensee shall be cancelable upon thirty (30) days notice by Commissioners to Licensee and upon ninety (90) days notice by Licensee to Commissioners. In the event of cancellation, the license fee paid hereunder shall be rebated to Licensee on a per diem basis for the unused term of said License.

4. Commissioners agree to post a sign along bulkhead indicating the existence of this License and warning others of its issuance and exclusive nature.

5. Licensee shall be permitted to tie boats abreast within the dock space, provided, however, that no boat or portion thereof shall extend more than forty-five (45) feet channel ward from the tie pilings on the southerly side of the dock space. **NO MORE THAN TWO BOATS** shall use any one dock space at any one time. No boat shall be moored inboard or North of the mooring piles. This will be strictly enforced and may include immediate termination of this License Agreement.

Initial

6. Subject to all provisions hereof, including the restriction of **“no more than two boats shall use any one dock space at any one time”**, Licensee may allow third parties to tie boats on a regular or transient basis within his dock space, provided, however, that any charge made by Licensee to any third party for such privilege shall not exceed a proportionate share of the license fee reserved hereunder on a space used per diem basis. All boats using the dock space shall be registered with the Commissioners upon forms provided by Commissioners and shall be identified by such information as such forms may require, provided that vessels tying up for a period of time less than seven (7) days need not be registered.

_____ Initial

7. Licensee shall maintain his dock space and bulkhead adjacent thereto in a clean, neat, and orderly manner.

A. The Commissioners will provide a water hookup to the slip and the Licensee shall secure the water spigot to prevent use by the general public with a lock and key provided by Worcester County Department of Parks. Once the License Agreement is signed by the Commissioners, Licensee may contact the Parks Superintendent, at 6030 Public Landing Road, Snow Hill, Maryland 21863, (410)-632-2144, for the key and lock to secure the water spigot and return key and lock after lease expires.

B. The Commissioners will provide an electric hook-up to the slip and the Licensee shall be responsible for obtaining and promptly paying for any electric service from the utility company. If at any time the Licensee has a problem with the electric hook-up he shall immediately contact the aforesaid Parks Division for inspection and necessary repairs.

The water and electric hook-ups shall be properly used by the Licensee and repairs for any damage which is caused by misuse shall be charged to and paid for by the Licensee as an additional license fee which must be paid within 30 days after billing.

C. To assist in maintaining the dock space and bulkhead in a clean, neat and orderly manner, the Commissioners will provide twice annually a portable dumpster adjacent to the commercial docks for Licensee's and other commercial licensees' use.

8. Licensee shall not be permitted to store any materials, supplies, gasoline, paraphernalia, equipment or any other items on the bulkhead, catwalks or parking lot nor shall permit any such storage by any persons claiming under him/her. The dock space shall be used for the docking of bona fide commercial fishing vessels and for no other purpose. Pleasure craft, including pleasure craft for sport fishing or hire, shall not be permitted to be docked or in any way use the dock space. Licensee will in no way interfere with the use of any other dock space on which others hold licenses from the Commissioners or with the lawful use of the County boat ramp.

9. Vessel name and USCG DOC# to be docked at this space is as follows:

_____, # _____.

10. Licensee warrants and represents that he is a bona fide commercial fisherman as defined by the Worcester County Code of Public Local Laws CG 4-405 and the owner of a commercial fishing vessel and further that he operates from the West Ocean City Harbor. During the term of this License, Licensee shall use the dock space herein described for the purposes as herein described for the purposes as herein set forth for at least 270 days for each year hereof.

11. Licensee shall comply with all County, State and Federal laws and regulations in the use of the dock space.

12. Commissioners shall have the right to cancel this License Agreement at any time during the term hereof because of illegality of performance, orders of court, injunctions or other litigation or related reasons including settlement of pending or threatened litigation. In such cases a rebate, pursuant to Paragraph 3, shall be applicable.

13. Licensee shall not, nor allow third parties using the dock space or persons under his/her control, to throw, discharge, dump or place any material, lubricants, sewage, trash, garbage, waste water, solid waste or any other objects or substances into the West Ocean City Harbor or the County public use small dumpster in the parking lot. **This small dumpster is for the use of the recreational boaters only.**

14. Licensee shall comply with all rules of use of the West Ocean City Harbor as are currently promulgated by the Commissioners and as may be promulgated in the future by the Commissioners.

15. Licensee hereby indemnifies and holds harmless the Commissioners against any and all liabilities, damages and other expenses including reasonable attorney's fees which may be imposed upon, incurred by or asserted against the Commissioners in connection herewith during the term hereof by reason of any of the following:

- (a) Any use or condition of the dock space or any activities carried thereon or adjacent thereof or along the bulkhead.
- (b) Any negligence on the part of the Licensee, his/her agents, contractors, licensees, employees or invitees.
- (c) Any personal injury or property damage occurring on or about the dock space or the adjacent bulkhead.
- (d) Any failure on the part of the Licensee to perform or comply with any covenant required hereunder.
- (e) This indemnification includes injuries and damage to the Licensee, his/her property, agents, contractors, licensees, employees and invitees.

16. It shall be the responsibility of Licensee to maintain his exclusive use of the dock space and the Commissioners incur no affirmative duty to see to the exclusive nature of this License to the extent that the Commissioners will only be responsible for the policing of the West Ocean City Harbor area in a governmental capacity as they are responsible in any other area of the County and will make no special efforts with regard to the enforcement of the exclusiveness of this Licensee and it shall be the responsibility of the Licensee to seek whatever legal redress may be necessary to enforce his/her rights hereunder as against third parties.

17. If the space becomes unusable by Act of God for more than seven (7) consecutive days, a rebate pursuant to Paragraph 3 shall be applicable.

18. Any notice under this Agreement must be in writing and must be served as follows:

- (a) Notice to the Commissioners shall be delivered to the Office of the County Commissioners, Government Center-Room 1103, One West Market Street, Snow Hill, MD 21863, or such other place as the Commissioners may designate in writing to Licensee.
- (b) Notices to Licensee shall be either:
 - (1) Mailed to the Licensee at the following address:

or at such other address as Licensee may designate in writing pursuant hereto, or

(2) By the posting of such notice upon the bulkhead or piling adjacent to the dock space.

- (c) Licensee shall provide to the Commissioners an emergency telephone number and email address so that he/she can be contacted immediately in case of an emergency. Licensee shall promptly notify the Commissioners of any change in the telephone number or email address.
- (d) When Licensee is contacted by the Commissioners, he/she shall respond within 24 hours, otherwise, the Commissioners will take whatever action they deem necessary to correct any delinquencies or emergencies that have arisen.

Initial

19. The bid of any present and/or past license holder or any other bidder who has violated terms of a prior license or §CG4-405 of the Code of Public Local Laws of Worcester County shall be rejected by the Commissioners for a two (2) year period. The bidder will have an opportunity to be heard by the Commissioners to have the rejection lifted for good cause shown.

20. This License is for a boat slip and access thereto only and not for any portion of the land adjacent to the boat slip. Any property of any type other than a licensed motor vehicle or such other property as may be permitted by the Commissioners may be removed by the Commissioners without notice to Licensee and Licensee hereby consents to hold harmless the Commissioners on account of such removal and shall pay to the Commissioners the reasonable costs incurred to remove and store or dispose of such property.

21. The Licensee shall maintain liability insurance in the minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and with such companies as Commissioners may approve and including pollution abatement insurance in the minimum amount of Eight Hundred Thousand Dollars (\$800,000.00), covering petroleum spills, pollution and cleanup for the period of the License Agreement and provide proof of such insurance to the Commissioners.

Initial

22. This License Agreement may be terminated by the County Commissioners for breach hereof by Licensee.

AS WITNESS the hands and seals and/or corporate name of the parties hereto, the day and year first above written.

WITNESS:

Licensee

ATTEST:

COUNTY COMMISSIONERS OF WORCESTER
COUNTY, MARYLAND

By: _____

Harold L. Higgins
Chief Administrative Officer

Diana Purnell
President

**WORCESTER COUNTY COMMISSIONERS
WEST OCEAN CITY COMMERCIAL DOCK SPACE
3RD PARTY VESSEL REGISTRATION FORM
For Vessels tied up for more than 7 days**

License Agreement item #6 states:

Subject to all provisions hereof, **INCLUDING THE RESTRICTION OF "NO MORE THAN 2 BOATS SHALL USE ANY ONE DOCK SPACE AT ANY ONE TIME"**. Licensee may allow third parties to tie boats on a regular or transient basis within his dock space, provided, however, that any charge made by Licensee to any third party for such privilege shall not exceed a proportionate share of the license fee reserved hereunder on a space used per diem basis. All boats using the dock space shall be registered with the Commissioners upon forms provided by Commissioners and shall be identified by such information as such forms may require, provided that vessels tying up for a period of time less than seven (7) days need not be registered.

Licensee: _____ Slip # _____

3rd Party Vessel #1

Name of Vessel	
Vessel Length	
USCG DOC # of Vessel	Attach copy
Greater Atlantic Federal Fishing Permit #	Attach copy
Owner of Vessel	
Phone Number	
Address of Owner	
Email Address	
Vehicle Make / Model	
Vehicle License Plate Number	
Date of Docking	
Date of Departure	
Daily Fee Paid to Licensee	
Insurance Provider Name	Attach Certificate

The information hereon is certified to be true and correct

Licensee _____ Date _____
(Sign)

**Return this form to the County Commissioners of Worcester County, Maryland
Attention: Kim Reynolds, Budget Accountant, 1 West Market Street, Room 1103,
Government Center, Snow Hill, Maryland 21863**