

Pocomoke City

Request for Bids/Proposals

For

Propane/Gas/Diesel

101 Clarke Ave.

Pocomoke City, Maryland

**Bids/proposals must be received by the City not later
than**

10:00 A.M., April 6, 2018

Scope of work includes providing uninterruptible supply of propane/gas/diesel to locations listed in the Request for Proposal (RFP) specifications, exhibit "A".

Preservations of Rights:

It is the intent of Pocomoke City to award this contract based upon the lowest and/best proposal that is in the best interest of Pocomoke City. The City has the right to reject and/or all proposals and waive all minor technicalities, informalities and irregularities. The City reserves the right to accept the proposal, which in the judgment of the City, is in its best interest. If you have any questions concerning this request of the submission of this proposal, you may contact Bobby Cowger, City Manager, 410-957-1333.

Objective:

Pocomoke City currently has five (5) locations (listed in Exhibit "A" of this RFP) which require the use of LP gas to provide heat to these facilities in some cases.

General Information:

Your company's proposal should include the price for renting and/or purchasing tanks, terms and conditions under which you are willing to provide an uninterruptible supply of LP gas/gas/diesel to the locations listed in Exhibit "A" of this RFP. Pocomoke City anticipates that, based on its review and evaluation of proposals received pursuant to this RFP, it will select a proposer and execute a Contract pursuant to which proposer will render the services to Pocomoke City, in accordance with the terms and conditions set forth in the Contract and the RFP.

Codes & Regulations:

Proposer must comply with all applicable State and Federal Laws. The proposer must have a current legal license for the State of Maryland and is expected to perform all work and provide service with competent personnel. All work is to be performed per current code, law, regulation, manufacture, and trade standards. Proposer shall comply with all the required codes for safety, state and local building codes. In the case of conflicting codes, the more stringent shall be the rule to follow.

Termination of Contract:

Pocomoke City, at any time they deem necessary, terminate this agreement with thirty (30) days written notice for any justifiable reason, such as discontinued use of gas service to buildings, negotiation of better price with another vendor, breach of contractual obligations, without incurring penalties or additional fees. Pocomoke City has the right to cancel or discontinue service at any time without incurring penalties or additional fees.

Proposal Format:

Cover Letter- Must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the Vendor. Proposal shall be submitted in the following format and include the following information. Fee proposal for locations listed in Exhibit "A".

Proposed duration/term: Prior to the final selection, proposers may be required to submit additional information that Pocomoke City deems necessary to further evaluate the proposer's qualifications.

Copies:

An original proposal and supporting documents must be submitted in response to the RFP.

Basis of Award:

Proposals will be evaluated according to the following criteria:

Proposer's qualifications/experience

Proposer's customer and industry references/City past experience with proposers

Proposer's ability to provide services

Proposed cost/fee(s)

Term/Duration of proposed cost/fee(s)

Right to Reject Lowest Fee Proposal:

Pocomoke City is under no obligation to award this project to the proposed offering the lowest fee. Evaluation criteria included in this document shall be used in evaluating the proposals.

Right of Negotiation:

Pocomoke City reserves the right to negotiate with the lowest and/or best proposer after proposal opening and establishment of the lowest and/or best proposal, before the contract is awarded and/or after contract award. Pocomoke City reserves the right to negotiate the exact terms and conditions of the contract with the selected proposer. Negotiations will not be made to increase the initial contract price.

Annual Right to Negotiation:

Pocomoke City reserves the right to negotiate with the current and other vendors annually to ensure that Pocomoke City is receiving the most cost-effective gas service.

Rights to Submitted Materials:

All responses, inquiries and correspondence in reference to this RFP submitted by proposers shall become property of Pocomoke City when received.

Invoicing /Payment:

The amount due shall be paid within thirty (30) days of receipt of a correct invoice including summary spreadsheet. Monthly invoices should include the monthly cost per meter and a total monthly cost along with other information in the preferred format the City desires. Vendor will not assess late fees or service charges unless the City has approved in writing.

Invoices should be submitted to:

Pocomoke City

Accounts Payable

P.O. Box 29

Pocomoke City, MD 21851

Insurance Coverage:

Vendor must have insurance in accordance with State, Federal and Local Laws. Prior to commencing work or services under this contract, the Vendor must furnish Pocomoke City with Certificates of Insurance as evidence that policies provide the required coverage.

Governing Law:

The laws of the State of Maryland shall govern the contractual agreement with the proposer awarded the contract.

Hold Harmless:

Pocomoke City will be held harmless of any liability resulting in the use of this service which is located on private property.

Non-Discrimination Policy:

It is the policy of Pocomoke City government not to discriminate based on race, gender, age, or national origin. Pocomoke City government encourages the consideration of DBE's (Disadvantaged Business Enterprises).

Assignment:

No right or interest in the contract shall be assigned by the vendor without the written permission of Pocomoke City. No delegation of any obligation owed or of the performance of any obligation vendor shall be made without the written permission of Pocomoke City. Any attempted assignment or delegation shall wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. All proposals submitted become property of Pocomoke City.

Proposal for LP Gas / Gas/ Diesel Service:

All blanks on the Proposal Form must be filled in. The completed form shall be without interlineations, alteration or erasure. Failure to submit a bid in the form requested may render the proposal irregular and shall be considered sufficient cause for rejection.

Having carefully examined the specifications for supplying LP gas services to locations listed in Exhibit "A" of this RFP, the undersigned proposes to furnish all services, equipment, materials and labor called for by them for the sum as indicated below:

Contract Price per Gallon propane: _____; Contract Price per Gallon Gas: _____; Contract Price per Gallon Diesel _____

Term: _____ (calendar year(s) One (1) year contract, renewable up to three years, with

service start date of July 1, 2018)

Additional Costs not included above: _____

Award of the contract shall be made by Pocomoke City or another authorized representative and the Supplier will be notified in writing by letter, fax, or email.

Sign below in ink in the space provided. Unsigned proposals will be considered incomplete and will be subject to rejection. It is agreed by the undersigned proposer that the signing and delivery of this proposal represents the proposer's acceptance of the terms and conditions of the specifications and provisions, and if awarded this bid, will perform in accordance with this agreement.

PROPOSAL SUBMITTED BY:

Acknowledgement of Addenda: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Fax: _____

Email: _____

Authorized Signature: _____

Printed Signature: _____

Title of Signer: _____

Date of Signature: _____

Pocomoke City Contract Agreement:

Sign, date and return this page with the bid documents. This page will be signed, dated and notarized by the County after approval of the bid.

Signing this document thereby binds the contractor to all items included in the bid package. The bid documents, amendments, attachments and specifications are a part of the contract and the Contractor agrees to be bound and to perform in accordance with all the content therein.

Approved by Authorized Representative of Contractor

Company Name: _____

Address: _____

City, State, Zip Code: _____

Authorized Signature: _____

Printed Signature: _____

Printed Title of Signer: _____

Date of Signature: _____

Approved by Authorized Representative of Pocomoke City

Pocomoke City

P.O. Box 29

Pocomoke City, MD 21851

Printed Title of Signer: _____

Authorized Signature: _____

Printed Name of Signer: _____

Date of Signature: _____

Notary Printed Name & Signature, Date of Expiration,

State of Maryland, Worcester County,

I hereby certify that on this _____ day of _____ in the year of two thousand eighteen before me the subscriber a notary public of the State of Maryland, personally appeared _____ who acknowledged the foregoing to be his act and made oath in due form of law that the matters and facts set forth are true.

As witness my hand and seal:

(Notary Public)

(My commission expires)

Exhibit "A"

DIESEL

Public Works Department
604 Young Street
Pocomoke City MD

EMS Department
137 8TH ST
Pocomoke City, MD

Pocomoke Community Center/Fire Department
1410 Market Street
Pocomoke City, MD

Main Pump Station
1030 Clarke Avenue
Pocomoke City, MD
500-gallon diesel

Water Treatment Plant
1001 Quinn Avenue
Pocomoke City, MD
500 Diesel Tank

Clarke Avenue Well
1910 Unionville Road
Pocomoke City, MD 21851
500-gallon tank

WWTP Diesel Generator
1634 Dunn Swamp Road
Pocomoke City, MD
1000 gallon

PROPANE

Public Works Department
604 Young Street
Pocomoke City, MD

EMS Department

137 8TH ST
Pocomoke City MD

Police Department
1500 Market Street
Pocomoke City, MD

Pocomoke Community Center/Fire Department
1410 Market St
Pocomoke City, MD

Public Works Superintendent Office
102 Maple Street
Pocomoke City, MD

Log Cabin
355 Winter Quarters Drive
Pocomoke City, MD

Old Fire House
500 Fifth Street
Pocomoke City, MD

Walmart Lift Station
2132 Old Snow Hill Rd.
Propane Tank
1000 gallon

Ethanol Free Gas/Diesel:

Boat Docks, Riverside Drive, Pocomoke City, MD