



CAROLINE COUNTY
DEPARTMENT OF PUBLIC WORKS

520 Wilmuth Street Denton, Maryland 21629
Telephone 410-479-0520 Facsimile 410-479-0409

Administration
Charles L. Copper
Director

Bryan K. North
Roads Superintendent

Jake Jacobs
Facilities Superintendent

County Commissioners
Daniel J. Franklin
President

Larry C. Porter
Vice President

Wilbur Levensgood Jr.
Commissioner

January 3, 2017

TO: The County Commissioners of Caroline County
Mr. Daniel Franklin, Mr. Larry Porter, Mr. Wilbur Levensgood Jr.
Mr. Kenneth Decker, County Administrator & Director of Purchasing

FR: Amy Thetford, Purchasing Agent II

RE: Propane Bid # CC-PG-122916

Our current propane contract with Sharp Energy from Easton, MD will expire on January 31, 2017 for various buildings in the County. On December 29, 2016 we held our bid opening and received the following results.

The new will begin February 1, 2017 and end January 31, 2018 with four (4) one year extensions if both parties agree upon.

Tri Gas & Oil	Sharp Energy	Suburban Propane	Cato Inc.	AmeriGas Propane
\$55,549.34	\$57,942.00	\$67,375.00	\$71,476.79	\$80,270.04

Please review and approve Purchase Order #66199 in the amount of \$55,549.34 to Tri Gas & Oil.



PURCHASE ORDER

66199

Vendor: <u>Tri Gas & Oil, Co. Inc</u> <u>3941 Federalburg Highway</u> <u>Federalburg, MD 21632</u> Phone: <u>410-7542045</u>		Date: <u>01/03/17</u> Account No: <u>01.259.5228 Various Buildings</u> Req'd Delivery By: _____ Acct. Cert. By: _____ Date: _____	
Ship To: <u>Commissioners of Caroline County</u> <u>109 Market Street, Room 132</u> <u>Denton, MD 21629</u> Phone: _____		INVOICE TO Commissioners of Caroline County 109 Market St., Room 132, Denton, MD 21629 Phone: (410) 479-0660 Fax: (410) 479-4060	
QTY	DESCRIPTION	COST	
53,900	Gallons of propane for various County Buildings as stated in Bid #CC-PG-122916 Gallons estimated	\$55,549.34	
	TOTAL		\$55,549.34
SPECIAL INSTRUCTIONS: <u>Contract begins February 1, 2017 - January 31, 2018</u>			
Requested By: <u>Amy Thetford, Purchasing Agent II</u> Date: <u>01/03/17</u>		Authorized By: _____ Date: _____	

PART 1-VENDOR COPY

CAROLINE COUNTY, MARYLAND
DEPARTMENT OF PUBLIC WORKS
CONTRACT

PROJECT: This Billing Agreement made this 29 day of Dec., 2016 by and between the County Commissioners of Caroline County, a body politic and corporate and a political subdivision organized and existing under the laws of the State of Maryland (hereinafter **COUNTY**) and Tri Gas for supply and delivery of Propane Gas to different locations in Caroline County.

RECITALS

WHEREAS, the County Commissioners of Caroline County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland (County) has a need to purchase the supply and delivery of Propane Gas to pursuant to Bid Number No: CC-PG-122916, and

WHEREAS, the County desires to set-up an agreement for the supply and delivery of propane gas pursuant to Bid Number No: CC-PG-122916, with 100, on a pay per delivery basis; and

WHEREAS, pursuant to Bid Number No: CC-PG-122916, Propane Gas, the bid allowed for delivery starting on or before February 1, 2017 and ending January 31, 2018 with four (4) 1 year renewals: and

WHEREAS, the County desires to enter into the first one (1)-year contract year bid with customer set-up agreement with the Contractor for the supply and delivery of Propane Gas on a pay per delivery basis for the County from February 1, 2017- January 31, 2018; as hereby set forth as follows:

[The rest of this page has been left intentionally blank. Agreement follows on next page.]

AGREEMENT

NOW THEREFORE THE PARTIES AGREE HERETO AS FOLLOWS:

1.0 CONTRACT DOCUMENTS

The following documents are fully incorporated into and made part of this Contract by Reference and attached hereto as Attachment A.

- A. Bid Number CC-PG-122916
- B. Certificate of Liability Insurance

2.0 PURCHASE PRICE

The Contract purchase price of \$ MIBel + .40 per total of delivery, is based upon the rates set by the Maryland Oil Price Information Service ("OPIS") plus for Propane Gas.

3.0 HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to indemnify and hold Caroline County, Maryland and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgements, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Contractor – expressly including those arising through strict liability or under the constitutions of the United States of Maryland – BUT ONLY TO THE EXTENT ALLOWABLE BY MARYLAND LOCAL GOVT TORT CLAIMS ACT.

4.0 INDEPENDENT CONTRACTOR

The Contractor and subcontractors are independent contractors. The Contractor, subcontractor, and the employees or agents thereof are not agents of the County. Neither these General Conditions nor the Contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

5.0 VENUE

For purposes of litigation involving this contract, exclusive venue and jurisdiction must be in the Circuit Court for Caroline County, Maryland or in the District Court of Maryland for Caroline County.

6.0 MISCELLANEOUS

A. Entire Agreement. This contract contains the entire agreement of the parties and there are no other conditions in any other agreement, whether oral or written. This Contract supersedes any prior written or oral agreement between the parties.

B. Amendments. This Contract may be modified or amended, if the amendment is made in writing and is signed by all parties.

C. Severability. If any term, provision, covenant or condition of this Contract, or application thereof, shall be held to be invalid, unenforceable or void for any reason, the remainder of this Agreement shall remain in full force and effect.

D. Non-waiver. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of what party's right subsequently to enforce and compel strict compliance with every provision of this Contract.

F. Non-Assignability. Contractor shall not assign this Contract or its rights hereunder without prior written consent of the County.

F. Authority to Contract. Contractor and County warrants to each other that each is fully authorized and competent to enter into this Contract, in the capacity indicated by his or her signature to be bound by this Contract.

ATTEST:

COUNTY COMMISSIONERS
CAROLINE COUNTY, MARYLAND

Jennifer M. Farina,
Administrative Coordinator

Daniel J. Franklin, President Date
County Commissioners of Caroline County

Tri Gas + Oil 12/29/16
Contractor Name/Business Date

David McElroy
Signed By

Approved for Legal Sufficiency:

Heather L. Price, County Attorney