THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

June 8, 2021

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

Building is Open for In-Person Attendance or Dial 1-872-239-8359 and enter Conference ID 238 192 779#

Public Hearing

- Fiscal Year 2022 Proposed County Budget

Consent Items

- #1 - Regular Session Minutes, June 1, 2021
- #2 - Liquor Minutes, June 1, 2021

Departmental Appointments

- Jamie Williams, Director, Economic and Tourism Development
  - Maryland Agricultural and Resourced-Based Industry Development Corporation Cost Share Grant
- Jamie Williams, Director, Economic and Tourism Development
  - Departmental Update

Human Resources Director

- Parks and Recreation
  - Summer Applicant

Public Works Director

- County Engineer
  - Fiscal Year 2022 Petroleum Fuel Bids
- County Engineer
  - HVAC Contract Renewal

County Administrator

- Upper Shore Workforce Investment Board
  - Appointment and Reappointment Letters

County Administrator Report

- Main Street Historic Chestertown, Beer and Wine Only, June 5, 2021
  - Special Class C (Per Diem) Alcoholic Beverage License Issued

Letters for Signature

- Economic and Tourism Development
  - Thank You Letters

Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 238 192 779#

Procedures for Public Comment

For Your Information

Maryland Leadership Workshops

Leadership Development for Rising 6th through 12th Graders

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Bill Mackey, Director, Planning, Housing, and Zoning

Personnel
The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

Mike Moulds, Director, Public Works

Village at Kennedyville Public Works Agreement
Legal
This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305(b)(7)To consult with counsel to obtain legal advice

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)

Fiscal Year 2022 Proposed County Budget
6/8/2021
County Commissioners Meeting

ATTACHMENTS:

Description

06.08.21 Proposed FY2022 Budget Hearing Notice
Procedures for Testifying In-Person and Live Call-In
FY2022 Proposed Budget
FY 2022 Proposed Budget General Fund - 2
Wes Campbell, Executive Director, Kent Center, Inc., Thank You Letter
06.08.21 Chip MacLeod, General Counsel, Clean Chesapeake Coalition, FY 2022 Proposed Budget
06.08.21 Kent County Public Schools FY 2022 Budget
06.08.21 Meeting Sign In Sheet

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

KENT COUNTY PUBLIC NOTICE
FISCAL YEAR 2022 COUNTY BUDGET

Notice is hereby given that on Tuesday, June 8, 2021, the County Commissioners of Kent County will hold a public hearing for the Proposed FY2022 Budget at 10:00 a.m. The hearing is open to the public, and public comment is encouraged. The County offers four (4) options for the public to provide input in the public hearing process. Written comments will be accepted until noon on June 7, 2021. Comments will be read by County staff during public testimony.

Options:

In-person

By email
kentcounty@kentgov.org

By letter
The County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

And by phone during public comment using the call-in option
1-872-239-8359 Conference ID 238 192 779 then press #

Please contact the County Commissioners' Office at (410) 778-4600 and press 4 or by email at kentcounty@kentgov.org no later than noon on June 4, 2021 if you need further instructions on how to observe the conduct of public business, participate in the public hearing process, and provide testimony if desired.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston

Sondra M. Blackiston, Clerk

PUBLISH: KCN 05/27/21

FISCAL YEAR 2022 PROPOSED BUDGET

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR TESTIFYING

It is our desire that everyone who wishes to contribute to this democratic process be given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

Hearings are open to the public, and public comment is encouraged. The rules to govern our hearings are few but are intended to guide our proceedings. The hope is that each person testifying will be self-governed, thereby contributing to fairness for all.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

Rule 1: Anyone who wishes to testify must identify themselves.

Rule 2: Each person testifying will have three minutes for his/her remarks.

Rule 3: The Chair will maintain order via voice commands.

Rule 4: Stick to the issues at hand.

In-Person comments will be taken first, then live call-in comments will be taken in the order in which they were received. Staff will acknowledge each caller and announce the last 4 digits of the phone number that was used to call in with. Staff will ask the caller to unmute their phone allowing them to testify at that time. All written comments will be read into record by a County Staff member immediately after all calls have been taken.

Written comments will be accepted until Friday, June 11, 2021 at 12:00 p.m. by the following methods:

By email:
kentcounty@kentgov.org

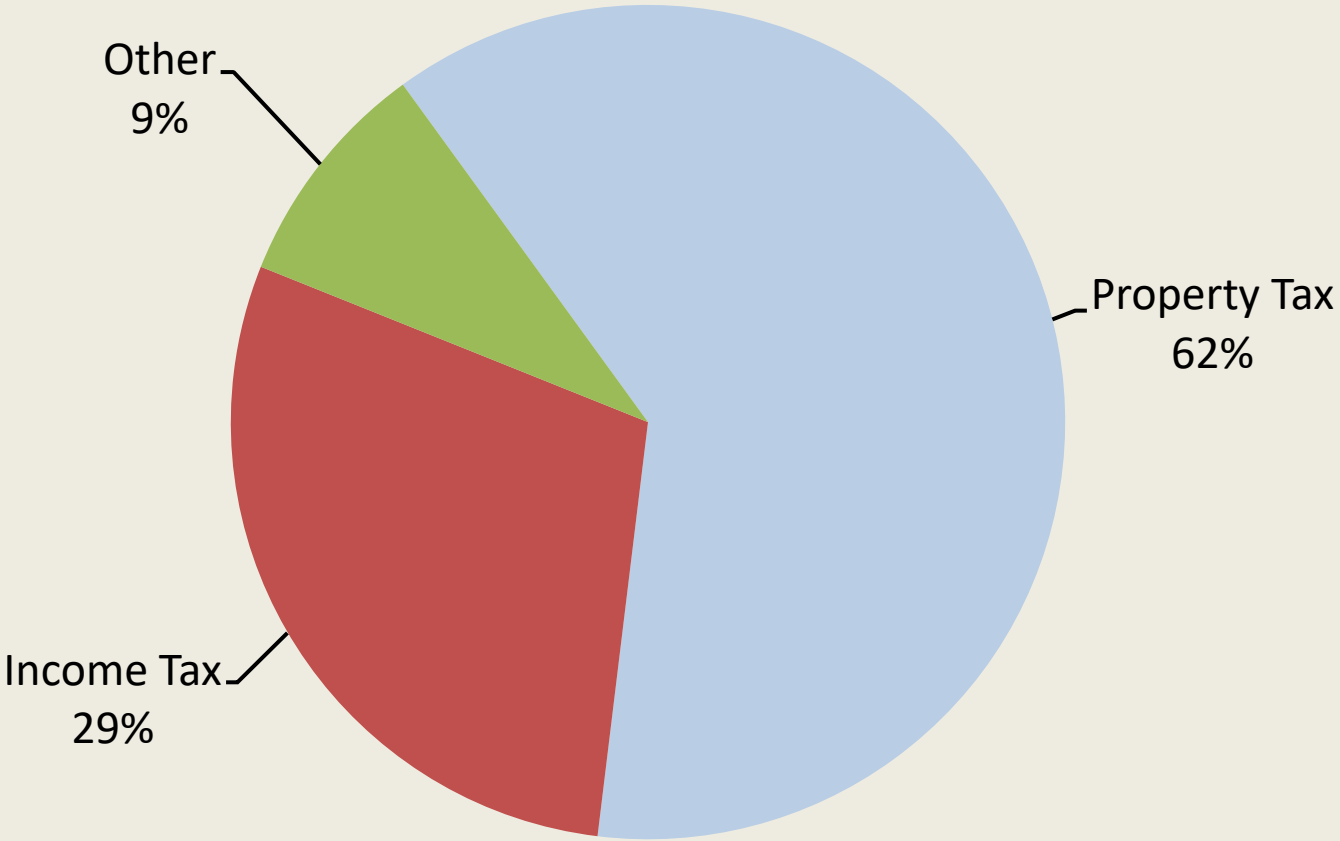
By letter:
The County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

KENT COUNTY, MARYLAND

PROPOSED BUDGET FY2022

Public Hearing
June 8, 2021

Revenues



Taxes & Fees

Property Tax

- 1 cent decrease in the rate
- $1.012 per $100 of assessable base

Water & Sewer Rates

- Eliminate the planned 4% rate increase

County Property Tax Rates
2020-2021

1	Baltimore City	2.2480	13	Somerset	1.0000
2	Prince George's	1.3740	14	Montgomery	0.9912
3	Howard	1.2500	15	Caroline	0.9800
4	Charles	1.2050	16	Allegany	0.9750
5	Baltimore County	1.1000	17	Washington	0.9480
6	Fredrick	1.0600	18	Anne Arundel	0.9340
7	Garrett	1.0560	19	Calvert	0.9320
8	Harford	1.0420	20	Wicomico	0.9286
9	Cecil	1.0414	21	St. Mary's	0.8478
10	Kent	1.0220	22	Queen Anne's	0.8471
11	Carroll	1.0180	23	Worcester	0.8450
12	Dorchester	1.0000	24	Talbot	0.6372

2nd on the Shore

One cent increase in the tax rate generates $315,000 in revenue

County Income Tax Rates
2020-2021

1	Baltimore City	3.20%	13	St. Mary's	3.17%
2	Baltimore County	3.20%	14	Harford	3.06%
3	Caroline	3.20%	15	Allegany	3.05%
4	Dorchester	3.20%	16	Carroll	3.03%
5	Howard	3.20%	17	Charles	3.03%
6	Montgomery	3.20%	18	Calvert	3.00%
7	Prince George's	3.20%	19	Cecil	3.00%
8	Queen Anne's	3.20%	20	Fredrick	2.96%
9	Somerset	3.20%	21	Anne Arundel	2.81%
10	Washington	3.20%	22	Garrett	2.65%
11	Wicomico	3.20%	23	Talbot	2.40%
12	Kent	3.20%	24	Worcester	2.25%

The income tax rate was increased in FY20 from 2.85% to 3.2%, generating $1.6M over 3 years

Source: Department of Legislative Services

Revenue

Source	Budget FY2021	Budget FY2022	Inc/(Dec)
Property Tax	31,878,000	31,878,000	0
Income Tax	15,000,000	15,000,000	0
Other	5,412,000	4,594,000	(818,000)
Total	52,290,000	51,472,000	(818,000)

Other Revenue Changes

($480,000) – Recordation Tax

- FY21 up 55% from FY20

($334,000) – Property Transfer Tax

- FY21 up 63% from FY20

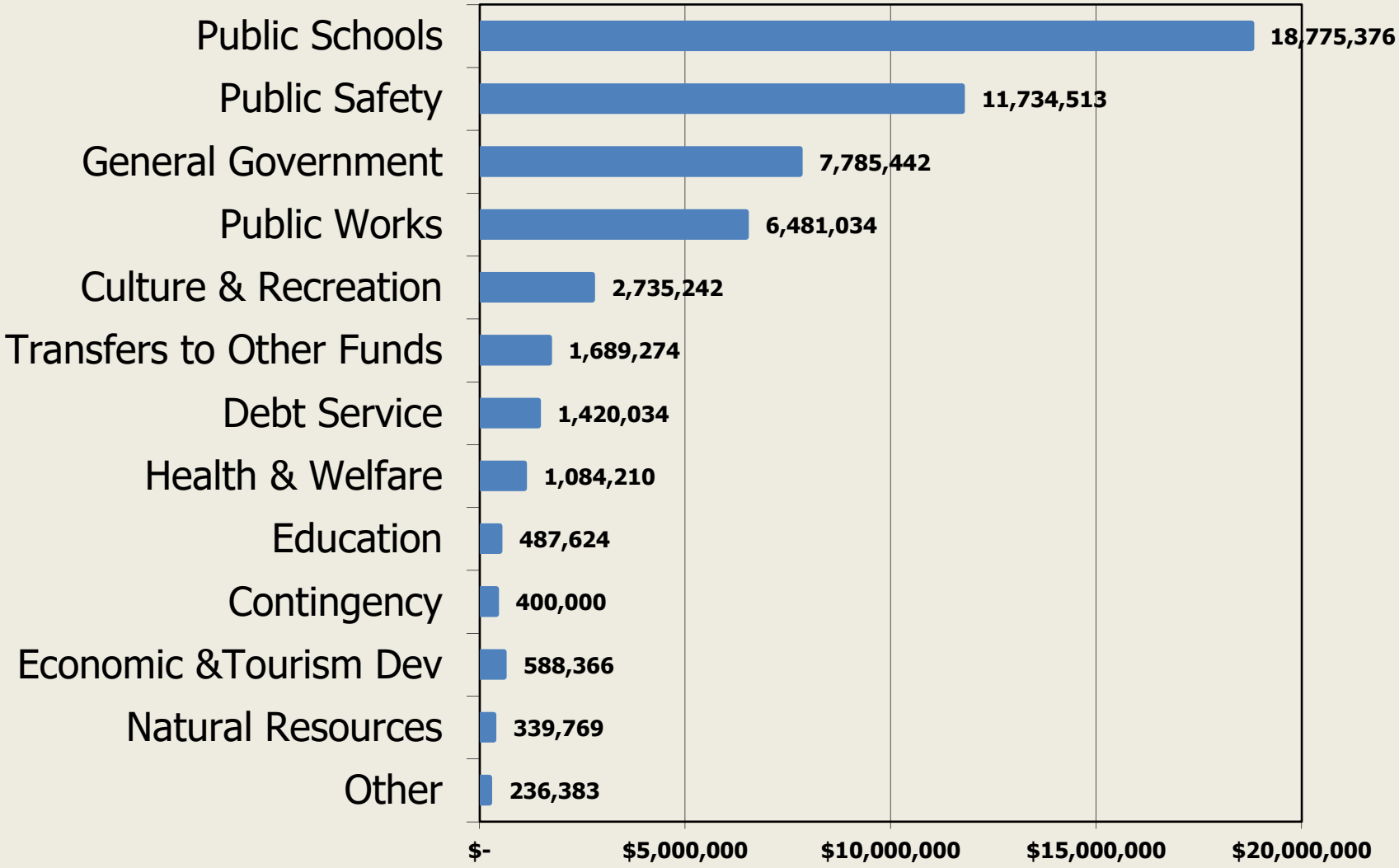
Fund Balance

	2021	2022
Beginning Balance	7,981,000	6,425,000
Surplus/(Deficit)	(1,556,000)	(2,305,000)
Ending Balance	6,425,000	4,120,000
% - Target 7.5%	12.4%	7.7%

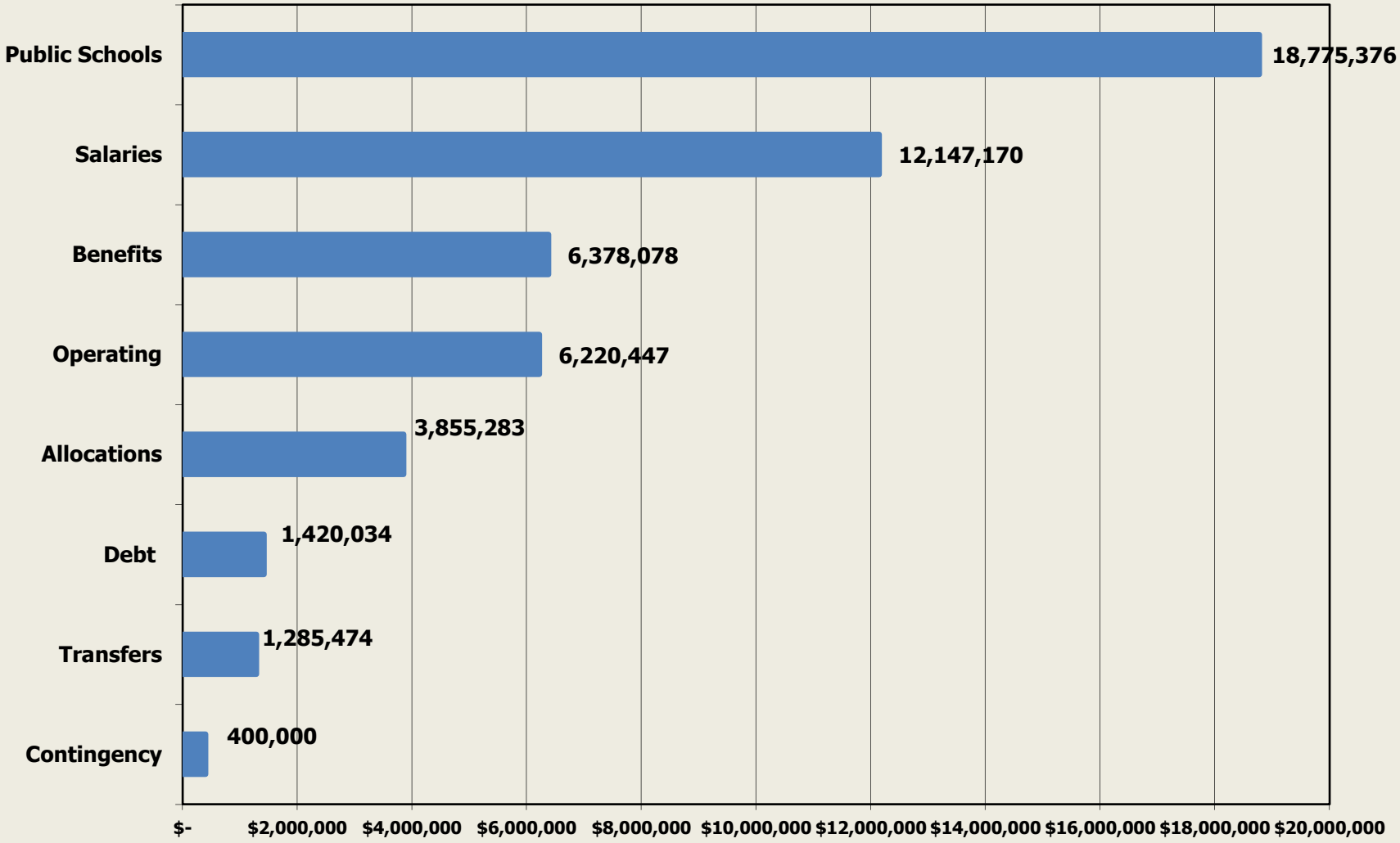
Expenditures

Type	Budget FY2021	Budget FY2022	Inc/(Dec)
Recurring	50,468,000	50,482,000	14,000
Non Recurring	4,858,000	3,295,000	(1,563,000)
Total	55,326,000	53,777,000	(1,549,000)

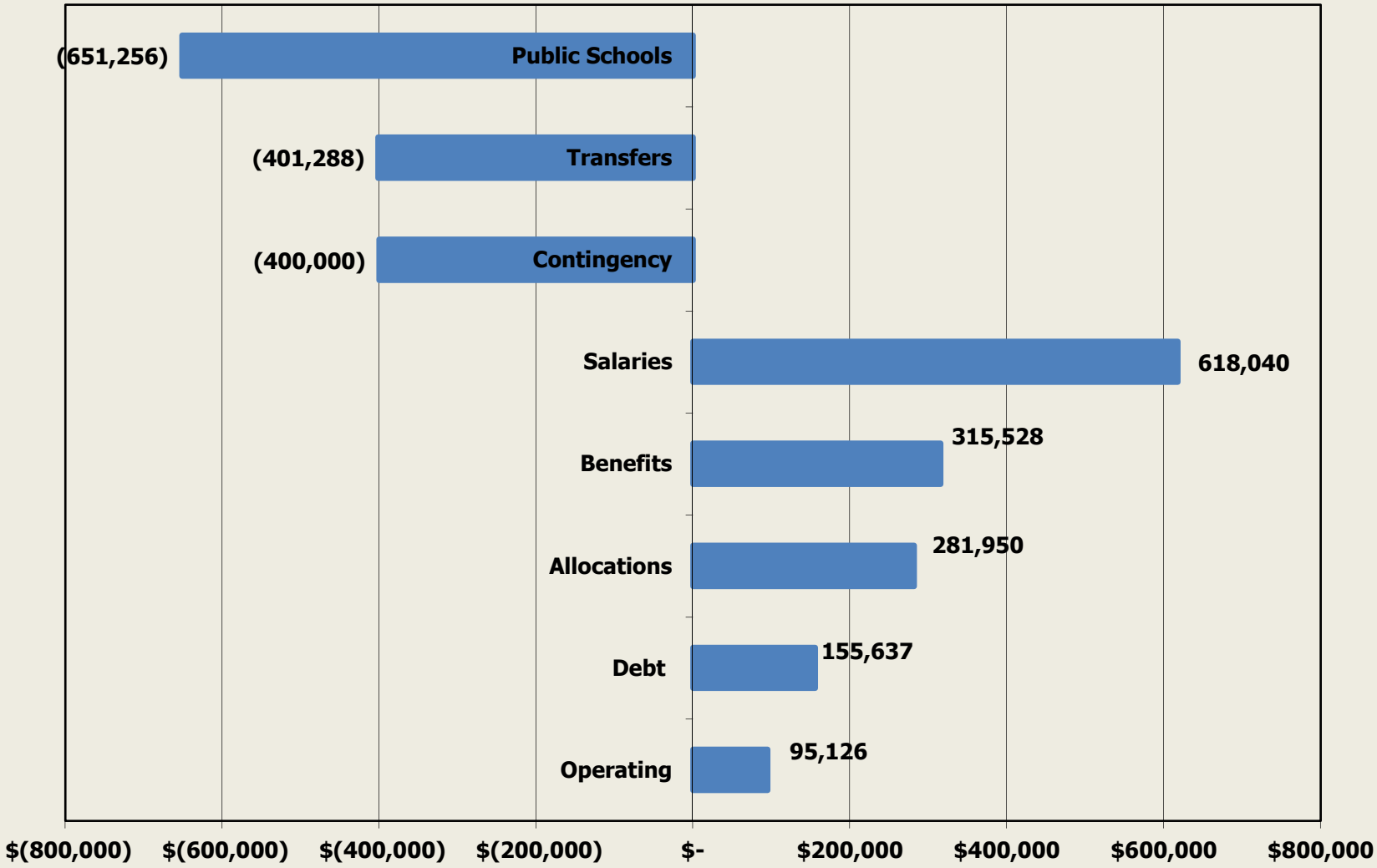
Recurring Expenditures By Function



Recurring Expenditures By Category



Recurring Expenditures Changes By Category



Public Schools ($651,000)

Appropriation – Level Funding

- Funded at Maintenance of Effort
- Commission on Innovation & Excellence in Education (Kirwan Commission) will begin in FY2023
- **Anticipate Significant Mandated Funding Increases**

Debt Service – ($651,000)

- FY06 High School Renovation Project Paid Off - $7.1M

Transfers to Other Funds ($401,000)

Water Wastewater Services

- Maintenance projects financed and/or American Rescue Plan Act (ARPA) funding

Grant Funds

- FY2021 grants not recurring

Contingency ($400,000)

Contingency

- Reduced from $800,000 in FY2021 to the pre-pandemic level of $400,000.

Salaries $618,000

Salary Increases

- $2,000 per employee

New Positions

5 Full Time

- Water Wastewater Division Chief
- Grants Manager
- Procurement & Grant Specialist
- Pretrial Correctional Officer
- 911 Specialist

3 Part Time

- Seasonal Maintenance Worker
- Reserve Deputy-Courthouse
- Summer Intern

Benefits $315,000

Heath Insurance

1.3% increase

Pension

State Retirement – 3% increase

Law Enforcement – 2% decrease

Allocations $282,000

Most agencies restored to pre-pandemic funding levels.

Municipal Funding - $70,000

Debt Service $156,000

Vehicle Leases

- 18 New Vehicle Leases

Operating $95,000

1.6% increase over FY21

- Education & Travel
- Recreation Programs
- Data Processing & Software Subscription
- Jury Trials
- Voting Machine Rental
- Comprehensive Re-Zoning Plan Update

Non Recurring Expenditures

Total $3,295,000

- $2,337,000 – Capital Expenditures
- 539,000 – Leased Capital Expenditures
- 419,000 – Capital Projects

Capital
$2,337,000

Public Works - $1,945,000

- Road Infrastructure
- Bridge Repairs
- Asphalt Distributor
- Landfill Equipment
- Building Projects
- Park Maintenance Equipment

General Government - $148,000

- Election Office Pollbooks
- Circuit Court Software Upgrade
- Technology Backup & Recovery System
- Postage & Mailing Equipment

Capital $2,337,000

Public Safety - $119,000

- Detention Center Kitchen Equipment
- Heart Monitors & AED's
- 911 Communication Equipment

Parks & Recreation - $85,000

- Re-Plaster 2 pools
- Pool Storage

Social Services - $40,000

- Rehabilitation of Kent Center Residences

Leased Capital -$539,000

Leased Vehicle Program

- Program suspended during FY2021
- Includes 18 vehicles in FY2022

Vehicle Distribution

- 12 - Public Works
- 4 - Public Safety
- 1 - Parks & Recreation
- 1 - General Government

Capital Projects $419,000

Public Schools- $221,000

- Parking Lot Repairs
- High School Track
- High School Roof Architect

Public Works - $80,000

- Bridge Design

General Government - $30,000

- Technology Upgrades
- Pool Storage

Public Safety - $30,000

- Paramedic Office

Parks & Recreation - $58,000

- Program Open Space Projects

Capital Projects – Long Range Plan

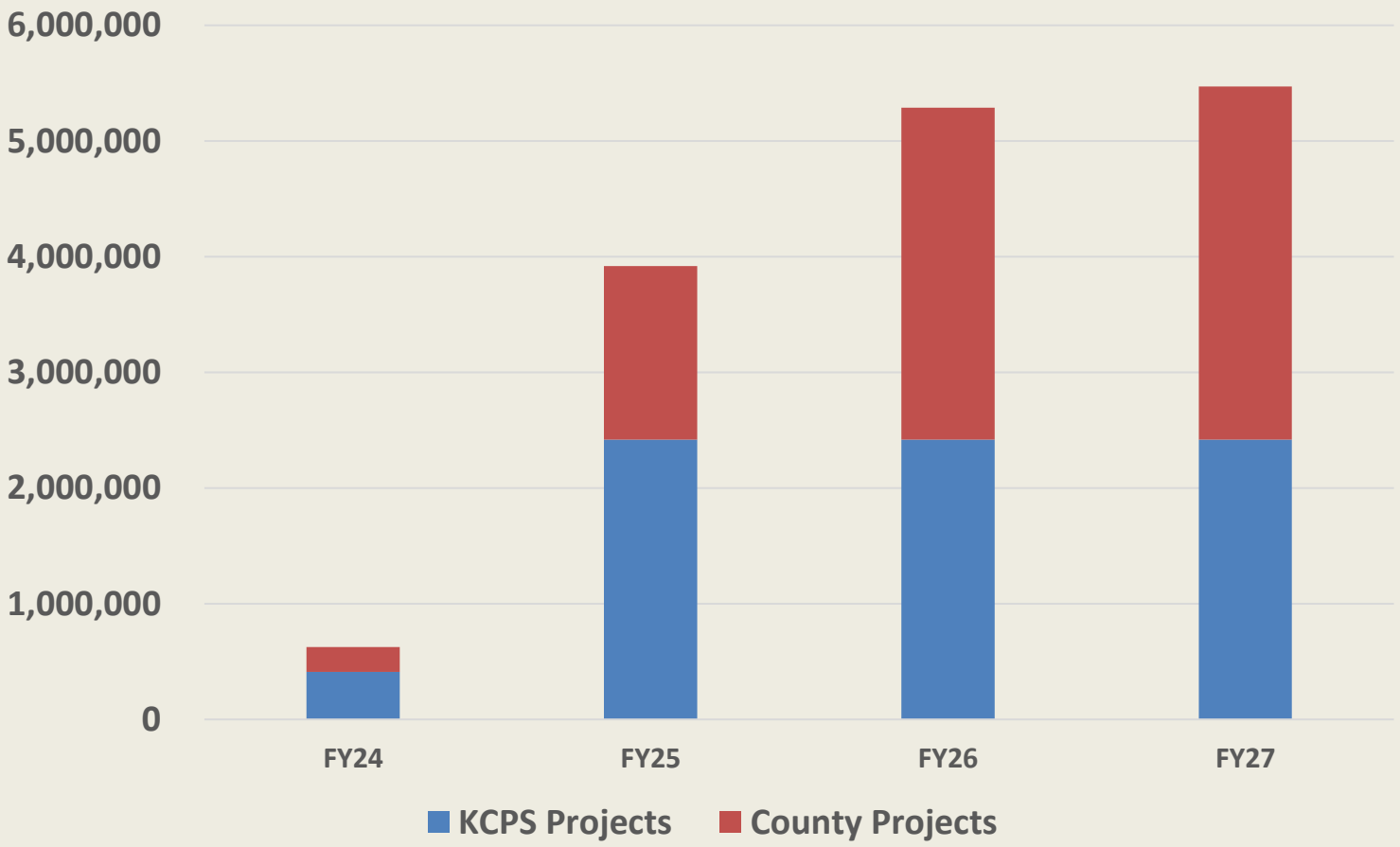
Public School Projects - $35,984,000

- Middle School Renovations
- High School Renovations

County Projects - $41,934,000

- Courthouse Renovation or Construction
- Public Safety Complex
- Still Pond Park Development
- Toal Park & Worton Park Enhancements

5 Year Capital Projects Debt Service



KENT COUNTY, MARYLAND
FISCAL YEAR 2022 PROPOSED BUDGET
GENERAL FUND

REVENUES

Real and Personal Property Taxes	31,877,575
Income Taxes	15,000,000
Other Local Taxes	2,310,000
Licenses and Permits	352,338
Intergovernmental Revenue	762,983
Service Charges	464,003
Fines and Forfeitures	14,860
Rental Income	110,971
Miscellaneous	96,196
Capital Lease Proceeds	483,172
Subtotal	**51,472,098**
Transfers From Fund Balance	2,305,246
Transfers From Other Funds	-
Total General Fund Revenues	**53,777,344**

EXPENDITURES

General Government	
Legislative	679,306
Circuit Court	367,969
Orphans' Court	71,941
State's Attorney's Office	806,275
Election Office	681,279
Independent Accounting and Auditing	33,200
Finance Office	845,297
Legal	57,820
Human Resources	370,973
Planning, Zoning, Housing	1,065,792
Information Systems	989,799
General Services	217,211
Building Maintenance	1,598,580
Total General Government	**7,785,442**
Public Safety	
Law Enforcement	3,593,748
Volunteer Fire Companies	1,094,018
Corrections	3,529,356
Building Code Inspection	34,105
Board of License Commissioners	72,923
Emergency Management	178,617
Communications Division	1,217,471
Emergency Medical Services	1,721,575
Animal Control/Humane Society	292,700
Total Public Safety	**11,734,513**
Public Works	
Public Works Administration	426,601
Recycling & Waste Management	1,429,470
Highways	4,501,658
Street Lights	12,000
Crossing Guards	4,400
Public Landings	106,905
Total Public Works	**6,481,034**
Conservation of Health	
Health Department	538,964
Mosquito Control	36,242
Total Conservation of Health	**575,206**

EXPENDITURES (cont)

Social & Other Services	
Upper Shore Aging	179,082
Delmarva Community Services	121,636
Department of Social Services	51,416
Kent Center	84,868
Department of Health & Mental Hygiene	20,132
Saint Martins Ministries	10,000
Court Appointed Special Advocates	14,000
Community Mediation Upper Shore	10,000
Commission on Aging	3,520
Mid-Shore Regional Council	5,000
Mid-Shore Council on Family Violence	7,000
Human Relations Commission	350
Kent Goes Purple	1,000
Imagination Library	1,000
Total Social Services	**509,004**
Education	
Board of Education-Operating	18,559,629
Board of Education-Debt Service	215,747
Community College	485,124
Kent County Learning Center	2,500
Total Education	**19,263,000**
Parks, Recreation and Culture	
Kent Cultural Alliance	12,500
Museums of Kent County	7,577
Parks and Recreation	2,021,343
Total Parks, Recreation and Culture	**2,041,420**
Library	**713,899**
Conservation of Natural Resources	
Agriculture Extension Service	129,173
Soil Conservation Service	200,903
Waterman's Association	8,000
Forestry Board	1,693
Total Conservation of Natural Resources	**339,769**
Economic & Tourism Development	**588,366**
Debt Service	**1,420,034**
Intergovernmental	
Municipalities	73,576
Department of Assessment & Taxation	100,000
Total Intergovernmental	**173,576**
Miscellaneous	
Insurance	252,209
Miscellaneous Benefits / Benefit Refunds	(189,402)
Contingency	400,000
Total Miscellaneous	**462,807**
Transfers to Other Funds	
Agricultural Preservation Fund	410
Program Open Space	57,800
Capital Projects	361,000
Circuit Court Law Library	13,000
Kent Family Center	69,834
Local Management Board	124,281
Water and Wastewater Enterprise Fund	1,062,949
Total Transfers to Other Funds	**1,689,274**
Total Expenditures	**53,777,344**

To the Kent County Commissioners and their Staff:

Kent Center Inc. and the people we support are extremely grateful for the increased funds we are receiving this year to increase accessibility to our homes. This generosity will help to promote greater independence for the people we support and will allow greater access to our services for people we have yet to meet. It is only though efforts like this that we can continue to grow and do our part in creating a stronger Kent County.

I would again like to thank Mr. Mason, Mr. Jacob, and Mr. Fithian for their time in discussing the work we do and the needs we have in supporting our great county. Like I said when we were together, I am always happy to host any or all of you. I would be honored to have the opportunity to introduce you to some of the people we support and our amazing staff, as well as taking the time to show you where the homes are that you have so generously supported this year.

With Much Appreciation,

Wes Campbell
Executive Director
Kent Center Inc.
(410) 778-7303
wcampbell@kentcenter.org

Sondra Blackiston

From:	Charles MacLeod <cmacleod@mlg-lawyers.com>
Sent:	Monday, June 7, 2021 3:01 PM
To:	Kent County Commissioners
Cc:	Pat Merritt; Shelley Heller
Subject:	FY22 Proposed Budget

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Dear County Commissioners:

On behalf of the current Clean Chesapeake Coalition counties (Cecil, Caroline, Dorchester, Queen Anne's), I am writing regarding Kent County's FY 2022 budget and to request an opportunity to present the Coalition's FY2022 Scope of Work (areas of focus) and proposed budget (based upon $17,000 per county), which the participating counties discussed during their May 26 meeting. In particular, the Coalition counties are asking Kent County to reconsider its financial participation, as one of the founding counties in 2012 and having the original and longstanding Chairman of the Coalition (Ron Fithian) hailing from Kent County. Additionally, Coalition priorities have evolved to other common ground issue among Eastern Shore counties.

I can be available to meet (present) on behalf of the Coalition at one of the Commissioners' upcoming meetings (June 15, 22 or 29) and will provide supporting documentation in advance.

Thank you for your consideration.

Sincerely,
Chip MacLeod
General Counsel

www.CleanChesapeakeCoalition.org
110 N. Cross Street
Chestertown, Maryland 21620
410-810-1381

KCPS FY22 Budget

Total Increase In Revenues			
County Increase	$	6.00	
State Increase	$	(39,114.00)	
Fund Balance	**$**	**858,964.00**	
Total Revenue Increase	***$***	***819,856.00***	
Total Increase In Expenditures			
Minimum Wage	$	40,000.00	
School Furniture	$	-	
Elementary Gym Floors	$	18,000.00	One time cost.
Painting - Gyms	$	15,000.00	One time cost.
KCMS Interscholastic Sports	$	18,500.00	
Bus Contractor Increase	$	11,000.00	
2% Nursing Salary Increase	$	8,340.00	
KBLA	$	15,000.00	
.5 Secretary - Transportation	$	15,000.00	
Bus Fuel Increase	$	5,000.00	
Bus Maintenance	$	25,000.00	
Food Service Support Supervision	$	16,000.00	Not included in Current Expense Fund.
2 KCHS Teachers - Block Schedule	$	150,000.00	
1.0 Athletic Trainer Support	$	75,000.00	
Salary Increases	$	528,538.73	
Healthcare Increases	$	184,061.00	
Other Increases in Fixed Charges	$	173,416.05	
Total Budget Requests	***$***	***1,281,855.78***	
Budget Surplus (Deficit)	**$**	**(461,999.78)**	

KCPS FY22 Budget		
Total Increase In Revenues		
County Increase	$	463,999.00
State Increase	$	384,013.00
Fund Balance	**$**	**858,964.00**
Total Revenue Increase	***$***	***1,706,976.00***
Total Increase In Expenditures		
Minimum Wage	$	40,000.00
School Furniture	$	100,000.00
Elementary Gym Floors	$	18,000.00
Painting - Gyms	$	15,000.00
KCMS Interscholastic Sports	$	18,500.00
Bus Contractor Increase	$	11,000.00
2% Nursing Salary Increase	$	8,340.00
KBLA	$	15,000.00
.5 Secretary - Transportation	$	15,000.00
Bus Fuel Increase	$	5,000.00
Bus Maintenance	$	25,000.00
Food Service Support Supervision	$	16,000.00
3.5 KCHS Teachers - Block Schedule	$	262,500.00
1.0 Athletic Trainer Support	$	75,000.00
Salary Increases	$	620,708.00
Healthcare Increases	$	184,061.00
Other Increases in Fixed Charges	$	177,367.00
Total Budget Requests	***$***	***1,590,476.00***
Budget Surplus (Deficit)	**$**	**116,500.00**

Budget Analysis – Hold Harmless

Fund Balance Percentage Analysis on Costs

Category	Recurring Costs	Non Recurring	Total
Administration	1,264,335.00	-	1,264,335.00
Mid-Level Administration	1,898,757.00	-	1,898,757.00
Instruction	11,140,148.00	-	11,140,148.00
Special Education	3,306,836.00	-	3,306,836.00
Student Services	511,168.00	-	511,168.00
Student Health Services	428,340.00	-	428,340.00
Student Transportation	1,833,241.00	-	1,833,241.00
Operations	1,746,866.00	-	1,746,866.00
Maintenance	622,405.00	33,000.00	655,405.00
Fixed Charges	6,913,923.00	-	6,913,923.00
Capital Outlay	59,991.00	-	59,991.00
Total	***29,726,010.00***	***33,000.00***	***29,759,010.00***

Fund Balance	**858,964.00**
Increase in Expenditures	
Recurring Costs	1,248,855.78
Non Recurring Costs	33,000.00
	1,281,855.78
Fund Balance on Increase	
Recurring Costs	**69%**
Non Recurring Costs	**4%**

Karen Couch KCPS
Karen Miller Kent Soil & Water Conservation District

#1 - Regular Session Minutes, June 1, 2021
6/8/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, June 1, 2021
6/8/2021
County Commissioners Meeting

ATTACHMENTS:
Description

Jamie Williams, Director, Economic and Tourism Development
6/8/2021
County Commissioners Meeting

Item Summary:
Maryland Agricultural and Resourced-Based Industry Development Corporation Cost Share Grant

ATTACHMENTS:

Description

Approval Letter MARBIDCO

06.08.21 MD Agricultural and Resource-Based Industry Dev. Corp. (MARBIDCO) – Kent County Grant Agreement By and Between Maryland Agricultural and Resource-Based Industry Dev. Corp., Supplement Grant to Crow Vineyard

MARYLAND AGRICULTURAL AND RESOURCE-BASED
INDUSTRY DEVELOPMENT CORPORATION
1410 Forest Drive, Suite 21 ~ Annapolis, MD 21403
Office: 410-267-6807 ~ Fax: 410-267-6809
www.marbidco.org

MARBIDCO
growing rural ventures™

Ms. Mary Shank Creek, *Chair* / **Stephen R. McHenry**, *Executive Director*

May 21, 2021

Jamie Williams
CEcD Director
Kent County Economic & Tourism Development Department
400 High Street, 3rd Floor
Chestertown, MD 21620

RE: Local Government Ag/RBI Cost Share Grant – Crow Vineyard & Winery, LLC

Dear Ms. Williams:

We are pleased to confirm that the recent application for a Local Government Ag/RBI Project Cost Share Grant for **Crow Vineyard & Winery, LLC** (*designee*) has been approved. Once the agreement is finalized and obligations outlined in the grant agreement have been confirmed, we can disperse matching funds to you in the amount of $2,500.00.

We believe that this Grant Agreement between the Kent County Economic & Tourism Development Department and the Maryland Agricultural and Resource-Based Industry Development Corporation (MARBIDCO) helps to further agriculture endeavors in Kent County, promotes young and beginning farmers, positively impacts the local economy, increases tourism, creates jobs, and increases local and state tax revenue.

If you have any questions or comments, please do not hesitate to contact me. We look forward to working with the Kent County Economic & Tourism Development Department again in the future.

Sincerely,



Daniela Merkle
Loan administration Specialist

MARBIDCO-KENT COUNTY
GRANT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 8th day of June, 2021, by and between the Maryland Agricultural and Resource-Based Industry Development Corporation ("Grantor"), and the Board of Kent County Commissioners, Kent County, Maryland through the Department of Economic & Tourism Development. ("Grantee").

Recitals

A. Grantee has requested grant assistance from Maryland Agricultural and Resource-Based Industry Development Corporation (MARBIDCO) in order to supplement a grant from Grantee to Crow Vineyard & Winery, LLC ("Recipient") for Filter Housing; Flow Meter; Sterile Filter; Pallet Jack; 120 cases of 375ml bottles; Screwcaps; Label Printer; Ink Cartridges; Labels; Label Applicator; Advertising; Staff Label Design; Staff Bottling Line; Staff Wine Production.

THEREFORE, the Grantor and Grantee agree as follows:

B. *Purpose.* The purpose of the Agreement is to provide a grant in the amount of two thousand five hundred dollars ($2,500.00) ("Grant Funds"). The funds will be used to supplement a grant from Grantee to Crow Vineyard & Winery, LLC for Filter Housing; Flow Meter; Sterile Filter; Pallet Jack; 120 cases of 375ml bottles; Screwcaps; Label Printer; Ink Cartridges; Labels; Label Applicator; Advertising; Staff Label Design; Staff Bottling Line; Staff Wine Production.

1. *Terms of Agreement.* Performance under this Agreement continues until agreed upon services are completed, but no later than June 30,2021. The Grantee may request up to a 30-day extension of the term of this Agreement for good cause shown.

2. *Disbursement of Grant.* Subject to the availability of funds of Grantor and upon the execution of this Agreement, Grantor will disburse all of the Grant Funds to Grantee.

3. *Deliverables.* Certification of matching funds of $2,500.00 from Grantee. Grantee shall provide a valid proof of payment showing a disbursement from the Grantee to the Recipient within 45 days from the disbursement.

4. *Inspection and Retention of Records.* Grantee shall allow any duly authorized representative of the Grantor or the State of Maryland to inspect, at reasonable times, all records and documents of the Grantee relating to this Grant, which records shall be retained by Grantee for at least three years after the termination of this Agreement.

5. *Compliance with Applicable Law.* Grantee agrees to comply with all applicable Federal, State, and local laws, including laws relating to discrimination in employment.

6. *Grantees Certifications.* As an inducement to Grantor to make the Grant, Grantee hereby certifies and warrants to Grantor that:

   (a) Grantee has all requisite power and authority to enter into this Agreement.

   (b) This Agreement has been executed and delivered by Grantee in such a manner and form as to comply with all applicable laws to make this Agreement valid and legally binding act and agreement of Grantee.

7. *Drug and Alcohol Policy.* Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace during the term of this agreement. Specifically, Grantee shall:

   (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace;
   (b) Prohibit its employees from working under the influence of alcohol or drugs;
   (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;
   (d) Promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred; and
   (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.

8. *Political Contributions.* Grantee shall not use any Grant funds to make contributions:

   (a) to any persons who hold, or are candidates for, elected office;
   (b) to any party, organization, or action committee; or
   (c) in connection with any political campaign or referendum.

9. *Amendment.* This Agreement, or any part, may be amended from time to time only in writing executed by the parties.

10. *Assignment.* Without prior written approval of Grantor, Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed by this Agreement.

11. *Default.* A default shall consist of any breach of any of Grantee's covenants, agreements, warranties, or certification of this Agreement.

12. *Remedies Upon Default.*

(a) Upon the occurrence of any default as described in paragraph 12, Grantor shall have the right to terminate this Agreement by written notice to Grantee. In the event of termination, Grantor may require Grantee to repay to Grantor within thirty days of receipt of written notice of default all Grant Funds which have been disbursed to Grantee, and Grantee shall have no right to receive any undisbursed Grant Funds.

(b) In addition to the rights and remedies contained in the Agreement, Grantor may at any time proceed to protect and enforce all rights available to Grantor by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive termination of the Agreement.

13. *Indemnification.* Grantee releases Grantor and the State from claims of liability, and agrees that Grantor and the State of Maryland shall not have any liability for, and, subject to available appropriations, agrees to protect, indemnify, and save harmless Grantor and the State from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by or asserted or imposed against Grantor or the State as a result of or in connection with the Grant. All the money expended by Grantor or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the minimum interest rate permitted by law, shall constitute indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to Grantor or the State, to the extent of available appropriations.

14. *Effective Date.* This Agreement shall be accepted and executed by Grantee and forwarded to Grantor. Grantor will then execute this Agreement. The effective date of this Agreement shall be the date first written above.

15. *Entire Agreement.* This Agreement represents the complete, total, and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

WITNESS our hands, all as of the date first above written.

WITNESS:

Sondra M. Blackston
Name: Sondra M. Blackston

KENT COUNTY COMMISSIONERS

By: P. Thomas Mason
Name: P. Thomas Mason
Title: President
Date: June 8, 2021

WITNESS:

_____
Name: _____

MARYLAND AGRICULTURAL AND RESOURCE-BASED INDUSTRY DEVELOPMENT CORPORATION

By: _____
Stephen R. McHenry
Executive Director

Date: _____

Jamie Williams, Director, Economic and Tourism Development
6/8/2021
County Commissioners Meeting

Item Summary:
Departmental Update

Parks and Recreation
6/8/2021
County Commissioners Meeting

Item Summary:
Summer Applicant

ATTACHMENTS:
Description

County Engineer
6/8/2021
County Commissioners Meeting

Item Summary:
Fiscal Year 2022 Petroleum Fuel Bids

ATTACHMENTS:

Description

FY22 Fuel Bid Tabulation

06.08.21 Contract, By and Between the County Commissioners of Kent County and Dixie Land Energy, LLC, Will Furnish, Supply and Deliver Petroleum Fuels to Various County Buildings or Properties from July 1, 2021 to June 30, 2022

KENT COUNTY
FY 22 PETROLEUM FUELS AND PROPANE
BID TABULATION
10:00 a.m. April 28, 2021

BIDDERS	**TRI-GAS & OIL CO.**	**DIXIE LAND ENERGY, LLC.**	**BIGGS FUEL CO., INC.**
CONTRACTS		**DELIVERY CHARGES/GAL**	
"A" DIESEL			
1. Co. Roads	$0.0680	$0.0450	$0.0700
2. Parks & Rec.	$0.3900	$0.1800	$0.2300
	$1.8901	$1.8374	$2.0339
"B" #2 HEATING OIL			
1. Parks & Rec.	$0.3900	$0.1800	$0.2900
2. Detention Ctr.	$0.0680	$0.0500	$0.0700
3. EMS Facility	$0.3900	$0.1800	$0.2900
	$1.7450	$1.6900	$1.8689
"C" PROPANE – PUBLIC WORKS, COURT HOUSE, DET. CTR. & GOV. CTR.			
1. All Locations	$1.2500	$0.5000	No Bid
	$0.7306	$0.9275	

Low bids for delivery highlighted at each location.

Bidders' fuel rack prices included in bids are shown in red but may not reflect same date.

Recommendation: Award Contracts A, B & C to Dixie Land Energy, LLC, being the lowest responsive bidder.

CONTRACT

THIS CONTRACT, made this 8th day of June 2021, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Dixie Land Energy, LLC, hereinafter referred to as the CONTRACTOR;

WITNESSETH, That for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish, supply and deliver petroleum fuels to various county buildings or properties from July 1, 2021 to June 30, 2022, in accordance with the specifications and contract documents entitled "The County Commissioners of Kent County, Maryland, Request For Proposal # BM 21-01, For Petroleum Fuel & Propane". This contract includes bid Contract "A" Diesel, all locations; bid Contract "B" Heating Oil, all locations; and bid Contract "C" Propane, all Locations.

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County , and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million ($2,000,000.00) Dollars.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after execution of this contract and shall provide petroleum fuel through June 30, 2022, as required by Kent County, unless the period for completion is extended as provided for in the general conditions.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the delivery of petroleum fuel to the county building or property during the contract period in conformity with the bid schedule.

6. The contract documents include the following attachment:
   a. Signed Bid Proposal dated March 31, 2021.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lies in State or federal

located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

Sandra M. Blackstone
06/08/21

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason
P. Thomas Mason, President

DIXIE LAND ENERGY, LLC

By: Brian Taylor Knapp

President
Title

13-4209434
Employer Identification Number



THIS IS A SEALED BID PROPOSAL FOR

KENT COUNTY – RFP BM 22-01

281 East Main Street, Suite B * PO Box 459 * Rising Sun, MD 21911 * Phone: 888-517-3680

KENT COUNTY DEPARTMENT OF PUBLIC WORKS
COUNTY ENGINEER
709 Morgnec Road
Chestertown, MD 21620
410-778-2600
Fax 410-778-7424

Michael S. Moulds, P.E.
Director
mmoulds@kentgov.org

James M. Wright, Jr., P.E.
County Engineer
jwright@kentgov.org

RFP# BM 22-01

PETROLEUM FUEL & PROPANE

ADDENDUM NO. 1
March 29, 2021

The following addition and/or revisions to the original Request for Proposal are made a part of the specifications. **Bidders must acknowledge receipt of this Addendum in their bids proposals.**

Questions must be received by 10:00 a.m., April 22, 2021. **Not May 22, 2021.**

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL

BM 22-01

FOR

PETROLEUM FUEL & PROPANE

Director of Purchasing
400 High Street
Chestertown, Maryland 21620-1312

SCHEDULE

BID NUMBER BM 22-01

Date	Step
April 1, 2021	Begin Newspaper Advertising; Mail/Email Notices to Bidders on Bid List; Post on eMaryland Marketplace Advantage.
None Scheduled	Pre-bid meeting.
April 28, 2021	10:00 a.m. Bid Opening at 709 Morgnec Road.
May 11, 2021	Tentative Award by County Commissioners.

Contents

BID NUMBER BM 22-01

SECTION A. GENERAL MATTERS

1. Summary
2. Issuing Office
3. Silence of Specification
4. Preparation of Proposal
5. Prices Quoted
6. Samples or Brochures
7. Questions and Inquiries
8. Submission Deadline and Instructions
9. Duration of Offer
10. Withdrawal of Proposals
11. Public Inspection of Proposals
12. Changes in Contract Documents
13. Revisions to the RFP
14. Cancellation of the RFP; Rejection of All Proposals
15. Proposal Acceptance; Discussion
16. Disqualification of Bidders
17. Bid Opening
18. Omission of Specifications
19. Incurred Expenses
20. Compliance with Law
21. Acceptance of Terms and Conditions
22. Term
23. Failure to Deliver of Perform
24. Termination of Contract
25. Changes to the Contract
26. Agreement/Contract
27. Contract and Related Data
28. Contract Award
29. Contract Extension
30. Contract Documents
31. Kent County Purchasing Code
32. Termination for Convenience
33. Termination for Cause
34. Non-discrimination
35. Kent County Ethics Ordinance

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-proposal Conference
2. Presentation
3. Proposal Form
4. Bid Forms
5. Bid Notice Disclaimer
6. Bid Surety
7. Waiver of Technicalities
8. Basis of Award
9. Modification or Withdrawal of Bids
10. Performance and Payment Bonds
11. Substitutions
12. Alternates
13. Addenda
14. Trade and Brand Names
15. Product Literature
16. Exceptions to Bid Specifications
17. Time of Delivery
18. Default in Contracting
19. Payment Terms
20. Kent County Substance Abuse Policy
21. Insurance
22. Immigration Law Compliance
23. Federal Taxpayer Identification Certificate (W-9)

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

This section is for the using or requesting department or agency to specify in detail, including references to attachments, etc., the specifications, drawings, details, etc., to be included in the RFP/IFB. It has been prepared primarily by the using agency.

SECTION D. BID FORMS

INDEX OF BID FORMS

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Surety
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate
7. General Terms and Conditions of Contract between County and Contractor

SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County") is requesting proposals from qualified firms for the delivery of petroleum fuels to various county buildings or properties from July 1, 2021 to June 30, 2022, in accordance with Chapter 49 of the Code of Public Local Laws of Kent County.

2. Issuing Office

Director of Purchasing
400 High Street
Chestertown, MD 21620

Telephone #: (410) 778-4600
kentcounty@kentgov.org

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

a. The bidder's proposal shall be written in ink or typewritten on the form provided.

b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

6. Samples or Brochures

Samples or brochures may be required by the County for evaluation purposes. They shall be such as to permit the County to compare and determine if the item offered complies with the intent of the specifications.

7. Questions and Inquiries

All questions and inquiries regarding the terms of this RFP should be directed to the Director of Purchasing identified above prior to any pre-proposal conference.

Questions must be submitted in writing to the person below.

Please refer any questions to: James M. Wright, Jr., P.E., County Engineer
Kent County Department of Public Works
Phone: 410-778-7407
Fax: 410-778-7424
Email: jwright@kentgov.org

Questions must be received by 10:00 a.m., May 22, 2021. A summary of questions and answers will be distributed to all offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers at or subsequent to the pre-proposal conference are not binding and reliance should not be placed on the same.

8. Submission Deadline and Instructions

All proposals must arrive at the Department of Public Works ("Bid Receipt Office") by April 28, 2021, 10:00 a.m. in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

Director of Purchasing
Bid Receipt Office
Kent County Department of Public Works
709 Morgnec Road
Chestertown, MD 21620

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE OFFICE OF DIRECTOR OF PURCHASING WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR

KENT COUNTY – RFP BM 22-01.

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE**. County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any

of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
B. Evidenced of collusion among bidders.
C. Unsatisfactory performance record as evidenced by past experience.
D. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
E. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
F. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 10:00 a.m., April 28, 2021, Kent County Department of Public Works, 709 Morgnec Road, Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of a bidder of any of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the County. ***All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

22. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond it control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, as a minimum, applicable provisions of the Request For Proposal. The County reserves the right to reject any agreement that does not conform to the Request For Proposal and any County requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. Contract Award

It is the intent of the County to award a contract to the lowest qualified responsible and responsive bidder within 30 calendar days following bid opening; however, the County requires bidders, by signing the "Standard Bid Acceptance" form to guarantee their bid for a period of 90 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. Contract Extension

There is no anticipated contract extension required for this bid.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. Kent County Purchasing Code

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

32. Termination for Convenience

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contract under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any**

other basis generally prohibited by any federal, State, or local law, rule, or regulation.

35. Kent County Ethics Ordinance

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-Proposal Conference

None Scheduled.

2. Presentation

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. Bid Forms

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by the County will be considered.

5. Bid Notice Disclaimer

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County and

eMaryland Marketplace Advantage.

6. **Bid Surety**

NOT REQUIRED FOR THIS CONTRACT.
All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after the award, or later within the bid guarantee period at the discretion of the County, or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. **Waiver of Technicalities**

The County reserves the right to waive formalities or technicalities in bids as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. **Basis of Award**

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

A. Lowest price from a responsive and responsible bidder as indicated by the total price on the bid form.

B. Compliance with specifications.

C. Compliance with terms of bid package.

D. Ability to perform or deliver on time.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

9. **Modification or Withdrawal of Bids**

A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening.

B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

NOT REQUIRED FOR THIS CONTRACT.
In accordance with the specifications, the selected bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount of one hundred percent (100%) of the contract price. The successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds bidders must provide with each bond a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace Advantage. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed listing of the items included in the invoice, which shall be subject to the review of the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within 30 days of delivery or completion (for single service or delivery contracts) by paper or by electronic invoice (via fax or email). Approved payment shall be made to the contractor within forty five (45) calendar days

of receipt of an acceptable invoice. Payment will be made upon successful submission and approval of services. Invoices shall be mailed directly to the designated Contract Administrator.

20. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," to which policy the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the "Standard Bid Form" whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a **"Certificate of Insurance"** indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of $2,000,000.00 per event and $1,000,000.00 per person.

B. General Liability - Minimum - $2,000,000.00

C. Workers' Compensation Insurance as required as law.

D. Comprehensive Liability Insurance with minimum limits of $1,000,000.00 per person, $2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.

E. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.

F. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first time successful bidders doing business with the County must submit a completed standard "Federal Taxpayer Identification Certificate - W-9."

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

RFP NUMBER BM 22-01
KENT COUNTY
PETROLEUM FUELS AND PROPANE GAS
BID SPECIFICATIONS

GENERAL:

1. This project will be broken into four individual contracts. Each contract will include buildings or properties requiring delivery of petroleum fuels or propane. Bidders may submit prices for one or all three contracts. Each contract will be reviewed and awarded individually. Bids must be submitted on the enclosed bid forms. Bidders shall mark the lower left-hand corner of the sealed envelope "Fuel & Propane Bids".

2. **Prices quoted shall be the delivery charge only for each location using estimated annual quantities as stated. Prices quoted shall not include the price of fuel, only delivery charge per gallon.** Bidders must state the name of supplier and depot location to be used during the contract period. Payment will be based upon rack prices shown in Oil Price Information Service (OPIS) for the time of delivery plus the quoted delivery charge bid. **All invoices must include proof of the OPIS posted rack price or a copy of a letter from the supplier showing the posted rack price at the time of delivery. All invoices must clearly identify facility and department where fuel was delivered.** Any terms on diesel fuel or propane shall not include state or federal tax.

3. **For contract "C" - propane use, bidders are instructed that present tanks and stage regulators at all locations are owned by the County or our present supplier(s). All present tanks and regulators must remain in place. Selected company, if other than present supplier, must compensate current owner by either paying them the fair market value for the tanks and regulators in place or supply them with new tanks and regulators and deliver same to their designated locations.**

4. The successful bidder shall be responsible to insure that amounts of heating fuel and propane at all County facilities are sufficient to run the heating system throughout the heating season. Failure to do so shall result in cancellation of existing contract and the payment by the contractor of any damages that occurred while heating system(s) were down.

5. Before submitting a bid proposal, bidders shall carefully examine the specifications and other bid documents, shall visit the various sites, and shall fully inform themselves as to all existing conditions and limitations. Information given is general and it shall be the bidders responsibility to interpret such and make any necessary corrections when preparing his bid.

6. The supplier shall indemnify and save harmless and defend the county and all of its representatives from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under these contracts, either by the supplier, or their employees, agents or representatives.

7. The County Commissioners of Kent County reserve the right to waive any informality in a bid; to reject the bid of the bidder who has previously failed to perform properly or complete on time contracts of a similar nature, and to reject the bid of the bidder who is not in the opinion of the County Commissioners, in a position to perform the contract.

8. The County Commissioners reserve the right to terminate any contract at any time should the service provided be unacceptable to the County.

METHOD OF PAYMENT:

1. The supplier shall furnish all labor, materials and equipment necessary to perform the work as specified in these documents.

2. Invoices shall be submitted to the billing address shown for the various departments. **All invoices must include a copy of the OPIS rack price at the time of delivery.**

CONTRACT "A"

DIESEL FUEL
ULTRA LOW SULPHUR DIESEL

LOCATION	TANK SIZE	ANNUAL USAGE
Public Works Department County Roads Division 709 Morgnec Road Chestertown, MD	10,000 gal.	60,000 gal.

Billing Address: 709 Morgnec Road, Suite 103, Chestertown, MD 21620
Contact Person: Vickie Quinn 410-778-4252

DYED ULTRA LOW SULPHUR DIESEL

Parks & Recreation Maintenance Facility 10932 Worton Road Worton, MD	500 gal.	2,500 gal.

Billing Address: 709 Morgnec Road, Suite 102, Chestertown, MD 21620
Contact Person: Mark Dixon 410-778-3904

CONTRACT "B"

LOW SULPHUR HEATING OIL

LOCATION	TANK SIZE	ANNUAL USAGE
Parks & Recreation Maintenance Facility 10932 Worton Road Worton, MD	2-250 gal. tanks	2,200 gal.
Billing Address: 709 Morgnec Road, Suite 102, Chestertown, MD 21620 Contact Person: Mark Dixon 410-778-3904		
County Detention Center Flatland Road Chestertown, MD	10,000 gal.	16,500 gal.
Billing Address: 709 Morgnec Road, Suite 102, Chestertown, MD 21620 Contact Person: Bob Merritt 410-778-7410		
Emergency Medical Services Facility 11528 Lynch Road Lynch, MD	500 gal.	2,000 gal.
Billing Address: 709 Morgnec Road, Suite 102 Chestertown, MD 21620 Contact Person: Bob Merritt 410-778-7410		

CONTRACT "C"
PROPANE

LOCATION	TANK SIZE	ANNUAL USAGE
Public Works Complex 709 Morgnec Road Chestertown, MD "Office Heating"	1,000 gallon above ground tank 1st & 2-2nd stage regulators	7,500 gal.
Public Works Complex 709 Morgnec Road Chestertown, MD Sign Shop	1-500 gallon above ground tank	2,000 gal.

Public Works Complex 709 Morgnec Road Chestertown, MD "Shop Heating"	2-1,000 gallon above ground tanks 2-1st & 2-2nd stage regulators	7,500 gal.

Billing Address: 709 Morgnec Road, Suite 102, Chestertown, MD 21620
Contact Person: Bob Merritt 410-778-7410

Roads Division Rt. 445 Nike Base Tolchester Refill liquid tanks	1-500 gallon above ground tank w/LP pump 2-100 lb. liquid tanks	6,000 gal.

Billing Address: 709 Morgnec Road, Suite 103, Chestertown, MD 21620
Contact Person: Vickie Quinn 410-778-4252

Kent County Court House 103 N. Cross Street Chestertown, MD	3-1,000 gallon above ground tanks 1st & 2nd stage regulators over 12 million BTU	10,000 gal.

Billing Address: 709 Morgnec Road, Suite 102, Chestertown, MD 21620
Contact Person: Bob Merritt 410-778-7410

Kent County Detention Center Flatland Road Chestertown, MD 21620	1-500 gallon underground tank 1st & 2nd stage regulators	1,000 gal.

Billing Address: 709 Morgnec Road, Suite 102, Chestertown, MD 21620
Contact Person: Bob Merritt 410-778-7410

Kent County Government Center 400 High Street Chestertown, MD. 21620	2-500 gallon underground tanks. 1st & 2nd stage regulators	5,000 gal.

Billing Address: 709 Morgnec Road, Suite 102, Chestertown, MD 21620
Contact Person: Bob Merritt 410-778-7410

Parks & Recreation Maintenance Facility 10932 Worton Road Worton, MD	1-500 gallon above ground tank	2,000 gal.

Billing Address: 709 Morgnec Road, Suite 102, Chestertown, MD 21620
Contact Person: Mark Dixon 410-778-3904

KENT COUNTY
PETROLEUM FUELS AND PROPANE
BID FORM

Proposal for providing petroleum fuels to Kent County at various locations.

The undersigned proposes to furnish all labor, materials and equipment necessary to perform the work specified in the bid documents for the following delivery prices (rack price not included) at the time of delivery.

CONTRACT "A"
DIESEL FUEL

LOCATION	DELIVERY PRICE PER GALLON	X	ANNUAL USAGE	= AMOUNT
1. County Roads Div.	$ .0450	X	60,000	$ 2,700.00
2. Parks & Recreation	$ .1800	X	2,500	$ 450.00
TOTAL DIESEL FUEL DELIVERY				$ 3,150.00

NAME OF SUPPLIER Sunoco Unbranded DEPOT LOCATION Twin Oaks Aston PA

RACK PRICE $ 1.8374 DATE OF RACK PRICE 3-31-21

CONTRACT "B"
#2 HEATING OIL

LOCATION	DELIVERY PRICE PER GALLON	X	ANNUAL USAGE	= AMOUNT
1. Parks & Rec	$ .1800	X	2,200	$ 396.00
2. Detention Center	$ .0500	X	16,500	$ 825.00
3. EMS Facility	$ .1800	X	2,000	$ 360.00
TOTAL #2 HEATING OIL DELIVERY				$ 1,581.00

NAME OF SUPPLIER Sunoco Wholesale DEPOT LOCATION Twin Oaks Aston PA

RACK PRICE $ 1.6900 DATE OF RACK PRICE 3-31-21

CONTRACT "C"
PROPANE

LOCATION	DELIVERY PRICE PER GALLON	X	ANNUAL USAGE	=AMOUNT
1a. Kent County Public Works "Office"	$ .50	X	7,500	$ 3,750.00
1b. Kent County Public Works Sign Shop	$ .50	X	2,000	$ 1,000.00
1c. Kent County Public Works "Shop"	$ .50	X	7,500	$ 3750.00
1d. Kent County Public Works-Roads Div (LP Pump)	$ .50	X	6,000	$ 3,000.00
2. Kent County Court House	$ .50	X	10,000	$ 5000-00
3. Kent County Detention Center	$ .50	X	1,000	$ 500.00
4. Kent County Govt. Center	$ .50	X	5,000	$ 2,500.00
5. Parks & Rec. Maint. Facility	$ .50	X	2,000	$ 1,000.00
	TOTAL PROPANE DELIVERY			$ 20,500.00

NAME OF SUPPLIER Centennial DEPOT LOCATION MT. Belvue

RACK PRICE $ .9275 DATE OF RACK PRICE 3-31-21

SECTION D. BID FORMS

BID NUMBER #BM 22-01

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

STANDARD SEALED BID PRICE SHEET

BID NUMBER #BM 22-01

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

USE BID FORM IN SECTION C.

Drug Abuse Policy In Effect (Circle One)	**YES**	**NO**
Insurance certificate attached (Circle One)	**YES**	**NO**
Bid Surety Attached? (Circle One)	**YES**	**NO**
Signature form executed? (Circle One)	**YES**	**NO**
Affidavit of qualification to bid? (Circle One)	**YES**	**NO**
Non-collusion certificate (Circle One)	**YES**	**NO**

STANDARD SEALED BID FORM

BID NUMBER #BM 22-01

BIDDER:

AGENT (TYPED): Basil Stephen Perry Jr.

FIRM Name: Dixie Land Energy LLC

ADDRESS: 2816 Main Street

Rising Sun MD 21911

TELEPHONE: 443-414-4940

EMAIL: Ldussee@dixielandenergy.com

FAX #: 410-658-0857

Submitted by: Basil Stephen Perry Jr.
(Signature of authorized agent above)

March, this 31 day of March 2021.

NOT REQUIRED FOR THIS CONTRACT.
BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
as principal, and _____
as surety, are hereby held and firmly bound unto the County Commissioners of Kent County AS OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County Commissioners of Kent County a certain BID, attached hereto and hereby made a part of hereof to enter into a contract in writing, for the _____
_____
_____

NOW, THEREFORE,

a) If said BID shall be rejected, or

b) If said BID shall be accepted and the principal shall execute and deliver a contract in the form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor, furnishings, materials, in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ _____
Principal Surety

By: _____ By: _____

IMPORTANT: Surety companies executing BONDS must authorized to transact business in the State of Maryland.

SIGNATURE FORM

NAME OF BIDDER: Dixie Land Energy LLC.

SIGNATURE OF AUTHORIZED PERSON: Basil Stephen Perry Jr.

PRINT AUTHORIZED PERSON: Basil Stephen Perry Jr.

TITLE OF AUTHORIZED PERSON: President

STREET NAME AND NUMBER: 281 E Main Street

CITY, STATE, ZIP CODE: Rising Sun MD 21911

TELEPHONE NUMBER: 443-414-4940 888-517-368

FAX 410 658-0857

E-MAIL LdusserO dixielandEnergy.com

DATE: 3-31-21

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. 13-4209434

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

MD Motor Fuel 30050 Class S
MD Class B 10208
MD 12527 Motor Fuel
Gas Fitters MD 100429
MD HVAC 8326
MD Special Fuel Exemption Cert.
321190

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) Basil Stephen Perry Jr. President and the duly authorized representative of the firm of (Name of Corporation) Dixie Land Energy LLC whose address is 781 E Main Street Rising Sun MD 21911 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any) None

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County Commissioners of Kent County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature Basil Stephen Perry Jr. Date 3-31-21

KENT COUNTY
PETROLEUM FUELS AND PROPANE
BID FORM

Proposal for providing petroleum fuels to Kent County at various locations.

The undersigned proposes to furnish all labor, materials and equipment necessary to perform the work specified in the bid documents for the following delivery prices (rack price not included) at the time of delivery.

CONTRACT "A"
DIESEL FUEL

LOCATION	DELIVERY PRICE PER GALLON	X	ANNUAL USAGE	= AMOUNT
1. County Roads Div.	$ .0450	X	60,000	$ 2,700.00
2. Parks & Recreation	$ .1800	X	2,500	$ 450.00
TOTAL DIESEL FUEL DELIVERY				$ 3,150.00

NAME OF SUPPLIER Sunoco Unbranded DEPOT LOCATION Twin Oaks Ashton PA

RACK PRICE $ 1.8374 DATE OF RACK PRICE 3-31-21

CONTRACT "B"
#2 HEATING OIL

LOCATION	DELIVERY PRICE PER GALLON	X	ANNUAL USAGE	= AMOUNT
1. Parks & Rec	$ .1800	X	2,200	$ 396.00
2. Detention Center	$ .0500	X	16,500	$ 825.00
3. EMS Facility	$ .1800	X	2,000	$ 360.00
TOTAL #2 HEATING OIL DELIVERY				$ 1,581.00

NAME OF SUPPLIER Sunoco/Mirabito DEPOT LOCATION Twin Oaks/Aston PA

RACK PRICE $ 1.6900 DATE OF RACK PRICE 3-31-21

CONTRACT "C"
PROPANE

LOCATION	DELIVERY PRICE PER GALLON	X	ANNUAL USAGE	=AMOUNT
1a. Kent County Public Works "Office"	$ .50	X	7,500	$ 3,750.00
1b. Kent County Public Works Sign Shop	$ .50	X	2,000	$ 1,000.00
1c. Kent County Public Works "Shop"	$ .50	X	7,500	$ 3750.00
1d. Kent County Public Works-Roads Div (LP Pump)	$ .50	X	6,000	$ 3,000.00
2. Kent County Court House	$ .50	X	10,000	$ 5000-00
3. Kent County Detention Center	$ .50	X	1,000	$ 500.00
4. Kent County Govt. Center	$ .50	X	5,000	$ 2,500.00
5. Parks & Rec. Maint. Facility	$ .50	X	2,000	$ 1,000.00
	TOTAL PROPANE DELIVERY			$ 20,500.00

NAME OF SUPPLIER Centennial DEPOT LOCATION MT. Bethel

RACK PRICE $ .9275 DATE OF RACK PRICE 3-31-21

SECTION D. BID FORMS

BID NUMBER #BM 22-01

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

STANDARD SEALED BID PRICE SHEET

BID NUMBER #BM 22-01

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

USE BID FORM IN SECTION C.

Drug Abuse Policy In Effect (Circle One)	**YES**	**NO**
Insurance certificate attached (Circle One)	**YES**	**NO**
Bid Surety Attached? (Circle One)	**YES**	**NO**
Signature form executed? (Circle One)	**YES**	**NO**
Affidavit of qualification to bid? (Circle One)	**YES**	**NO**
Non-collusion certificate (Circle One)	**YES**	**NO**

STANDARD SEALED BID FORM

BID NUMBER #BM 22-01

BIDDER:

AGENT (TYPED): Basil Stephen Penny Jr.

FIRM Name: Dixie Land Energy LLC

ADDRESS: 2816 Main Street

Rising Sun MD 21911

TELEPHONE: 443-414-4940

EMAIL: Ldussere dixielandEnergy.com

FAX #: 410-658-0857

Submitted by: Basil Stephen Penny Jr.

(Signature of authorized agent above)

March, this 31 day of March 2021.

NOT REQUIRED FOR THIS CONTRACT.
BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
as principal, and _____
as surety, are hereby held and firmly bound unto the County Commissioners of Kent County AS OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County Commissioners of Kent County a certain BID, attached hereto and hereby made a part of hereof to enter into a contract in writing, for the _____
_____
_____

NOW, THEREFORE,

a) If said BID shall be rejected, or
b) If said BID shall be accepted and the principal shall execute and deliver a contract in the form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor, furnishings, materials, in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ _____
Principal Surety

By: _____ By: _____

IMPORTANT: Surety companies executing BONDS must authorized to transact business in the State of Maryland.

SIGNATURE FORM

NAME OF BIDDER: Dixieland Energy LLC

SIGNATURE OF AUTHORIZED PERSON: Basil Stephen Penny Jr.

PRINT AUTHORIZED PERSON: Basil Stephen Penny Sr

TITLE OF AUTHORIZED PERSON: President

STREET NAME AND NUMBER: 281 E Main Street

CITY, STATE, ZIP CODE: Rising Sun MD 21911

TELEPHONE NUMBER: 443-414-4940 888-517-368

FAX 410 658-0857

E-MAIL Lmusser@dixielandEnergy.com

DATE: 3-31-21

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. 13-4209434

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

MD Motor Fuel 30050 Class S
MD Class B 10208
MD 12527 Motor Fuel
Gas Fitters MD 100429
MD HVAC 8326
MD Special Fuel Exemption Cert.
321190

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) Basil Stephen Perry Jr. President and the duly authorized representative of the firm of (Name of Corporation) Dixie Land Energy LLC. whose address is 281 E Main Street Rising Sun MD 21911 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any) None

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County Commissioners of Kent County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature Basil Stephen Perry Jr. Date 3-31-21

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the President Basil Stephen Percy Jr.
(Title)

and the duly authorized representative of the firm of Dixie Land Energy LLC

whose address is 281 E. Main Street Rising Sun MD 21911

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.

b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

3-31-21
Date

Basil Stephen Percy Jr.
Signature

3-31-21
Date

Basil Stephen Percy Jr.
Print Name or Type

GENERAL TERMS AND CONDITIONS OF CONTRACT
BETWEEN COUNTY AND CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the Contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

PHILADELPHIA, PA 2021-03-31 14:00:25 EDT

OPIS GROSS CBOB ETHANOL(10%) PRICES 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
S.R.& M.	u 1-10	185.57	- .54	-- --	-- --	-- --	-- --	03/30	18:00
Sunoco	b 125-3	191.60	- .54	-- --	-- --	-- --	-- --	03/30	18:00
LOW RACK		185.57		-- --		-- --			
HIGH RACK		191.60		-- --		-- --			
RACK AVG		188.59		-- --		-- --			
OPIS NYH BARGE DELIVERED SPOT (SRI) MAIN									
FOB PHILADELPHIA		190.31		-- --		-- --			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		197.96		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		196.19		-- --		-- --			
BRD LOW RACK		191.60		-- --		-- --			
BRD HIGH RACK		191.60		-- --		-- --			
BRD RACK AVG		191.60		-- --		-- --			
UBD LOW RACK		185.57		-- --		-- --			
UBD HIGH RACK		185.57		-- --		-- --			
UBD RACK AVG		185.57		-- --		-- --			
CONT AVG-03/31		188.59		-- --		-- --			
CONT LOW-03/31		185.57		-- --		-- --			
CONT HIGH-03/31		191.60		-- --		-- --			

PHILADELPHIA, PA 2021-03-31 14:00:25 EDT

OPIS GROSS RFG ETHANOL(10%) PRICES

	Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
UEPT	u Net	181.45	- .55	186.18o	+ 2.83	192.75	- .55	03/30	18:00
Petrocom	u Net	182.45	- .42	188.01	+ .88	196.35	+ 2.83	03/30	18:00
Gulf	u Net	182.75	+ .60	187.80	+ .60	194.10	+ .60	03/30	18:00
XOM	u Net	183.24	- .27	190.24	- .27	225.90	+ .03	03/30	19:00
Freepoint	u Net	184.00	- 1.50	193.25	- 1.25	197.25	- .50	03/30	18:00
S.R.& M.	u 1-10	185.16	- .54	193.16	- .54	202.16	- .54	03/30	18:00
PSX	u N-10	186.50	- .25	194.50	- .25	202.50	- .25	03/30	18:00
Buckeye	u 1-10	191.30	+ 2.50	195.30	+ 2.50	208.30	+ 2.50	03/29	17:00
Valero	b 1-10	192.88	- .54	-- --	-- --	236.88	- .54	03/30	18:00
Marathon	b 1-10	193.33	+ .30	206.80	+ .31	233.74	+ .31	03/30	18:00
BP	b 125-3	193.70	- .85	206.70	- .85	250.10	- .65	03/30	18:00
Gulf	b 1-10	193.85	- .80	206.85	- .85	247.15	- .90	03/30	18:00
PBFEnergy	u Net	194.15	- .53	200.32	- .52	209.56	- .53	03/30	18:00
XOM	b 125-3	194.17	- .37	209.36	- .37	252.18	- 1.49	03/30	19:00
Sunoco	b 125-3	194.38	- .48	205.88	- .48	253.22	- 1.34	03/30	18:00
Shell	b 125-3	194.48	- .31	204.43	- .31	248.01	- .31	03/30	18:00
Citgo	b 1-10	194.73	- .30	207.45	- .31	246.21	- .31	03/30	18:00
Sprague	u N-10	199.36	+ 1.20	204.03	+ 1.20	212.71	+ 1.20	03/29	18:00
LOW RACK		181.45		187.80		192.75			
HIGH RACK		199.36		209.36		253.22			
RACK AVG		190.10		199.63		222.73			
OPIS NYH BARGE SPOT MEAN - 03/30									
FOB NYH BARGE		188.310		-- --		-- --			
OPIS NYH BARGE DELIVERED SPOT (SRI) MAIN									
FOB PHILADELPHIA		190.31		193.73		198.86			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		197.96		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		201.14		204.65		209.92			
BRD LOW RACK		192.88		204.43		233.74			
BRD HIGH RACK		194.73		209.36		253.22			
BRD RACK AVG		193.94		206.78		245.94			
UBD LOW RACK		181.45		187.80		192.75			
UBD HIGH RACK		199.36		204.03		225.90			
UBD RACK AVG		187.04		194.07		204.16			
CONT AVG-03/31		190.10		199.63		222.73			
CONT LOW-03/31		181.45		187.80		192.75			
CONT HIGH-03/31		199.36		209.36		253.22			

o=out of product

PHILADELPHIA, PA-NJ

LOW RETAIL	269.63
AVG RETAIL	296.65
LOW RETAIL EX-TAX	198.96
AVG RETAIL EX-TAX	221.91

PHILADELPHIA, PA 2021-03-31 14:00:25 EDT

OPIS GROSS RFG ETHANOL(10%) TOP TIER PRICES

	Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
UEPT	u Net	181.75	- .55	186.48o	+ 2.83	193.05	- .55	03/30	18:00
LOW RACK		181.75		-- --		193.05			
HIGH RACK		181.75		-- --		193.05			
RACK AVG		181.75		-- --		193.05			
UBD LOW RACK		181.75		-- --		193.05			
UBD HIGH RACK		181.75		-- --		193.05			
UBD RACK AVG		181.75		-- --		193.05			
CONT AVG-03/31		181.75		-- --		193.05			
CONT LOW-03/31		181.75		-- --		193.05			
CONT HIGH-03/31		181.75		-- --		193.05			

o=out of product

PHILADELPHIA, PA 2021-03-31 14:00:25 EDT

OPIS GROSS E-75 PRICES

	Terms	Unl	Move	Move Date	Time
Andersons	u N-10	116.50	+ 3.00	03/31	00:01
LOW RACK		116.50			
HIGH RACK		116.50			
RACK AVG		116.50			
UBD LOW RACK		116.50			
UBD HIGH RACK		116.50			
UBD RACK AVG		116.50			
CONT AVG-03/31		116.50			
CONT LOW-03/31		116.50			
CONT HIGH-03/31		116.50			

PHILADELPHIA, PA 2021-03-31 14:00:25 EDT

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
UEPT	u Net	183.74	- 2.01	-- --	-- --	-- --	-- --	03/30	18:00
Petrocom	u Net	183.79	- 2.05	-- --	-- --	-- --	-- --	03/30	18:00
Huguenot	u N-10	183.99	- 2.31	-- --	-- --	-- --	-- --	03/30	18:00
Freepoint	u Net	184.00	- 2.00	-- --	-- --	-- --	-- --	03/30	18:00
XOM	u Net	184.54	- 2.01	-- --	-- --	-- --	-- --	03/30	19:00
S.R.& M.	u 1-10	186.38	- 2.01	-- --	-- --	-- --	-- --	03/30	18:00
PSX	u N-10	186.50	- 1.75	-- --	-- --	-- --	-- --	03/30	18:00
Shell	b 125-3	187.54	- 1.68	-- --	-- --	-- --	-- --	03/30	18:00
XOM	b 125-3	188.39	- 2.04	-- --	-- --	-- --	-- --	03/30	19:00
Sunoco	b 125-3	188.74	- 1.93	-- --	-- --	-- --	-- --	03/30	18:00
BP	b 125-3	188.78	- 1.69	-- --	-- --	-- --	-- --	03/30	18:00
PBFEnergy	u Net	190.48	- 2.27	-- --	-- --	-- --	-- --	03/30	18:00
Buckeye	u 1-10	190.70	- 5.00	-- --	-- --	-- --	-- --	03/30	17:00
Sprague	u 1-10	197.58	- 2.02	-- --	-- --	-- --	-- --	03/30	18:00
LOW RACK		183.74		-- --		-- --			
HIGH RACK		197.58		-- --		-- --			
RACK AVG		187.51		-- --		-- --			
OPIS NYH BARGE SPOT MEAN - 03/30									
FOB NYH BARGE		178.820		-- --		-- --			
OPIS NYH BARGE DELIVERED SPOT (SRI) MAIN									
FOB PHILADELPHIA		180.52		-- --		-- --			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		182.87		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		180.49		-- --		-- --			
BRD LOW RACK		187.54		-- --		-- --			
BRD HIGH RACK		188.78		-- --		-- --			
BRD RACK AVG		188.36		-- --		-- --			
UBD LOW RACK		183.74		-- --		-- --			
UBD HIGH RACK		197.58		-- --		-- --			
UBD RACK AVG		187.17		-- --		-- --			
CONT AVG-03/31		187.51		-- --		-- --			

CONT LOW-03/31			183.74		-- --		-- --			
CONT HIGH-03/31			197.58		-- --		-- --			

PHILADELPHIA, PA 2021-03-31 14:00:25 EDT

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

		Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
UEPT	u	Net	184.19	- 2.01	-- --	-- --	-- --	-- --	03/30	18:00
Petrocom	u	Net	184.28	- 2.05	-- --	-- --	-- --	-- --	03/30	18:00
Huguenot	u	N-10	184.49	- 2.31	-- --	-- --	-- --	-- --	03/30	18:00
Freepoint	u	Net	184.50	- 2.00	-- --	-- --	-- --	-- --	03/30	18:00
S.R.& M.	u	1-10	186.88	- 2.01	-- --	-- --	-- --	-- --	03/30	18:00
Sunoco	b	125-3	189.24	- 1.93	-- --	-- --	-- --	-- --	03/30	18:00
BP	b	125-3	189.28	- 1.69	-- --	-- --	-- --	-- --	03/30	18:00
PBFEnergy	u	Net	190.98	- 2.27	-- --	-- --	-- --	-- --	03/30	18:00
Buckeye	u	1-10	191.20	- 5.00	-- --	-- --	-- --	-- --	03/30	17:00
Petrolube	u	1-10	213.77	- 1.50	-- --	-- --	-- --	-- --	03/30	15:59
LOW RACK			184.19		-- --		-- --			
HIGH RACK			213.77		-- --		-- --			
RACK AVG			189.88		-- --		-- --			
OPIS NYH BARGE DELIVERED SPOT (SRI) MAIN										
FOB PHILADELPHIA			180.87		-- --		-- --			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI)										
FOB PHILADELPHIA			183.22		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)										
FOB PHILADELPHIA			180.84		-- --		-- --			
BRD LOW RACK			189.24		-- --		-- --			
BRD HIGH RACK			189.28		-- --		-- --			
BRD RACK AVG			189.26		-- --		-- --			
UBD LOW RACK			184.19		-- --		-- --			
UBD HIGH RACK			213.77		-- --		-- --			
UBD RACK AVG			190.04		-- --		-- --			
CONT AVG-03/31			189.88		-- --		-- --			
CONT LOW-03/31			184.19		-- --		-- --			
CONT HIGH-03/31			213.77		-- --		-- --			

PHILADELPHIA, PA 2021-03-31 14:00:25 EDT

OPIS GROSS ULTRA LOW SULFUR HEATING OIL DISTILLATE PRICES

		Terms	HEAT	Move	HEAT RD	Move	HEAT PRE	Move	Move Date	Time
Freepoint	u	Net	169.00	- .50	-- --	-- --	-- --	-- --	03/30	18:00
UEPT	u	Net	170.24	- 2.06	-- --	-- --	-- --	-- --	03/30	18:00
S.R.& M.	u	1-10	170.86	- 2.53	-- --	-- --	-- --	-- --	03/30	18:00
Petrocom	u	Net	171.46	- 2.30	-- --	-- --	-- --	-- --	03/30	18:00
Buckeye	u	1-10	172.60	- 4.00	-- --	-- --	-- --	-- --	03/30	17:00
Sprague	u	1-10	176.99	- 2.02	-- --	-- --	-- --	-- --	03/30	18:00
PBFEnergy	u	Net	180.98	- 2.27	-- --	-- --	-- --	-- --	03/30	18:00
Petrolube	u	1-10	198.71	+ .01	-- --	-- --	-- --	-- --	03/30	15:59
LOW RACK			169.00		-- --		-- --			
HIGH RACK			198.71		-- --		-- --			
RACK AVG			176.36		-- --		-- --			
UBD LOW RACK			169.00		-- --		-- --			
UBD HIGH RACK			198.71		-- --		-- --			
UBD RACK AVG			176.36		-- --		-- --			
CONT AVG-03/31			176.36		-- --		-- --			
CONT LOW-03/31			169.00		-- --		-- --			
CONT HIGH-03/31			198.71		-- --		-- --			

PHILADELPHIA, PA 2021-03-31 14:00:25 EDT

OPIS GROSS ULTRA LOW SULFUR HEATING OIL WINTER DISTILLATE PRICES

		Terms	No.2	Move	Pre	Move	Move Date	Time
Freepoint	u	Net	170.50	- .50	-- --	-- --	03/30	18:00
UEPT	u	Net	173.14	- 2.06	-- --	-- --	03/30	18:00
LOW RACK			170.50		-- --			
HIGH RACK			173.14		-- --			
RACK AVG			171.82		-- --			
UBD LOW RACK			170.50		-- --			
UBD HIGH RACK			173.14		-- --			
UBD RACK AVG			171.82		-- --			
CONT AVG-03/31			171.82		-- --			
CONT LOW-03/31			170.50		-- --			

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DIXIE LAND ENERGY, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 459

Requester's name and address (optional)

6 City, state, and ZIP code
RISING SUN, MD 21911

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
13-4209434

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Brian L. Kemp Jr. Date ▶ 3/31/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

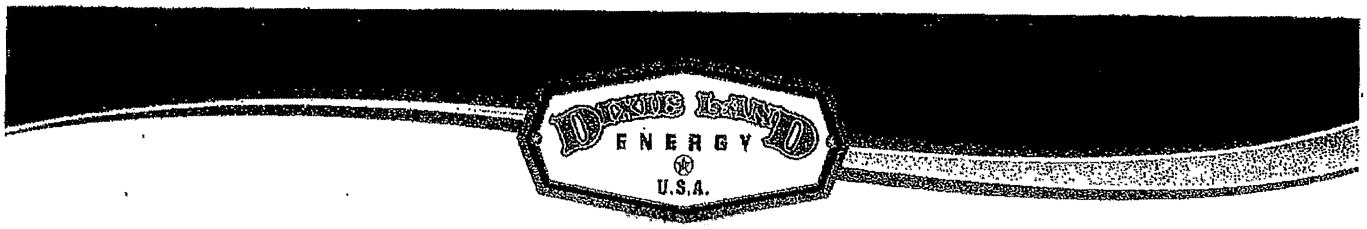
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



DRUG & ALCOHOL POLICY

Dixie land Energy LLC is committed to a drug and alcohol-free work environment that is safe and productive for our employees, visitors to our workplace, and all those having interaction with our employees. Violation of this policy will result in discipline, up to and included termination.

Employees may not:

- Distribute, dispense, or sell illegal drugs and/or drug paraphernalia.
- Use or possess or be under the influence of illegal drugs or alcohol on company premises or in the course of business or during working hours.
- Permit customers or suppliers to violate the Dixie land Energy LLC Drug and Alcohol-free workplace policy

Employees may use legally prescribed substances while at work as ling as they do not interfere with their ability to perform their essential functions of their job or affect the safety of the employee or others. However, providing or distributing prescriptions drugs to other employees is a violation of this policy.

From time to time, states and/or their political subdivisions may decriminalize certain substances such as Cannabis. The Dixie Land Energy Drug and Alcohol-free Workplace Policy prohibits the use of substances restricted under the Federal Controlled Substances Act, which preempts any contradictory state and local laws.

Applicant Testing

- As part of the company's employment screening process, any applicant, to whom an offer of employment s made, must pass a test for controlled substances. The offer of employment is conditioned on a negative test result. Applicants will be informed of the Company's drug testing policy in the employment application.

Reasonable Suspicion Testing

- If the company has reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to credibly or adequately explain the behavior, he or she will be asked to take a drug test. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

Post-Accident testing

- Where there is reasonable possibility that an employee's drug use contributed to a workplace accident involving any injury or property damage, or a "near miss", the employee will be tested when permissible under applicable law.

Random Drug Testing

- Employees will be entered into a random drug testing selection pool where they will be selected randomly for testing throughout the year.

I have reviewed and understand the Dixie land Energy LLC Drug and Alcohol Policy. I understand that the Policy will apply to me if I am hired and that compliance with it is a condition of employment with Dixie Land Energy LLC.

_____

Employee Name

_____

Employee Signature

____/____/____

Date

DIXILAN-01 STEVENM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Richardson Insurance Group, LLC 117 Church Lane Hunt Valley, MD 21030	CONTACT NAME: PHONE (A/C, No, Ext): (410) 666-5911 FAX (A/C, No): (410) 667-4667 E-MAIL ADDRESS:
INSURED Dixie Land Energy LLC PO Box 459 Rising Sun, MD 21911	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: GuideOne Mutual Insurance Company — 15032 INSURER B: GuideOne National Insurance Company — 14167 INSURER C: BBSI — INSURER D: General Star Indemnity Company — 37362 INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			62P100815-00	5/26/2020	5/26/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			62P100815-00	5/26/2020	5/26/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			68E400027-00	5/26/2020	5/26/2021	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCUC49111927	5/26/2020	5/26/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			IXG928520C	5/26/2020	5/26/2021	Aggregate	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

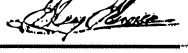
CERTIFICATE HOLDER

The County of Kent
Director of Purchasing
400 High Street
Chestertown, MD 21620

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DIXILAN-01 STEVENM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2021

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PRODUCER	CONTACT NAME:	
Richardson Insurance Group, LLC 117 Church Lane Hunt Valley, MD 21030	PHONE (A/C, No, Ext): (410) 666-5911	FAX (A/C, No): (410) 667-4667
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dixie Land Energy LLC PO Box 459 Rising Sun, MD 21911	INSURER A: GuideOne Mutual Insurance Company	15032
	INSURER B: GuideOne National Insurance Company	14167
	INSURER C: BBSI	
	INSURER D: General Star Indemnity Company	37362
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			62P100815-00	5/26/2020	5/26/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			62P100815-00	5/26/2020	5/26/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			68E400027-00	5/26/2020	5/26/2021	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCUC49111927	5/26/2020	5/26/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability			IXG928520C	5/26/2020	5/26/2021	Aggregate	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

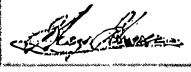
CERTIFICATE HOLDER

Kent County Department of Public Works
County Engineer
709 Morgnec Road
Chestertown, MD 21620

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.

5. CHANGES

The DIRECTOR OF PURCHASING may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

(1) serve as liaison between the County and Contractor;

(2) give direction to the Contractor to ensure satisfactory and complete performance;

(3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

(4) serve as records custodian for this contract;

(5) accept or reject the Contractor's performance;

(6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST AND PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically

requested by the County in the in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

a. ***Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***

b. ***Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***

c. ***These General Conditions.***

The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees 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.

19. INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County

Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

a. defaulting in performance or is not complying with any provision of this contract;

b. failing to make satisfactory progress in the prosecution of the contract; or

c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

REQUEST FOR PROPOSALS
For
 # BM 22-01
PETROLEUM FUEL & PROPANE

The County Commissioners of Kent County, Maryland, a body corporate and politic, is requesting proposals from qualified firms for the delivery of petroleum fuels to various county buildings or properties from July 1, 2021 to June 30, 2022, in accordance with Chapter 49 of the Code of Public Local Laws of Kent County. Interested bidders may obtain specifications from the Procurement Officer, Kent County Department of Public Works, 709 Morgnec Road, Chestertown, Maryland 21620, telephone # (410) 810-5960.

Proposals will be received at the Department of Public Works ("Bid Receipt Office") 709 Morgnec Road, Chestertown, Maryland 21620, until 10:00 a.m., April 28, 2021.

Kent News:

Please publish one time only, April 1, 2021.

County Engineer
6/8/2021
County Commissioners Meeting

Item Summary:
HVAC Contract Renewal

ATTACHMENTS:

Description

06.08.21 David Ficoturo, Account Representative, Chesapeake Area, Johnson Controls, County Commissioners of Kent County – RFP BM 18-01, FY 2022 Johnson Controls Planned Service Agreement Renewal Letter Year Five of Five

06.08.21 FY 2018 HVAC Annual Maintenance Service JCI Proposal Bid

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

June 8, 2021

Mr. David Ficoturo
Account Representative, Chesapeake Area
Johnson Controls
812 First State Boulevard
Wilmington, DE 19804

RE: County Commissioners of Kent County - RFP BM 18-01
Planned Service Continuation Year 5 of 5

Dear Mr. Ficoturo:

Kent County is hereby authorizing the continuation of our Planned Service Agreement with Johnson Controls, approved by this Board on April 4, 2017, and started on July 1, 2017. This authorization is for year 5 coverage, starting July 1, 2021 through June 30, 2022, for the bid amount of $167,330.91, per schedule A of the original signed agreement, dated June 30, 2017. Please contact Mr. James M. Wright, Jr., P.E., County Engineer, should you have any questions.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

KCC:JMW,Jr.

Johnson Controls

Johnson Controls, Inc.
812 First State Blvd
Wilmington DE 19804

March 21, 2017

Dear County Commissioners and Selection Committee Members:

Johnson Controls is pleased to submit our response to the Request for Proposal #BM 18-01 for Heating, Ventilation, and Air Conditioning (HVAC) Annual Maintenance Services at, Various Kent County Buildings & Facilities.

Highlights of our response include:

- Acknowledgment of addendum 1 & 2
- Johnson Controls agrees to addendum 1 item #3 conditions of accepting the equipment "as is" without initial repair or replacement.
- Solid understanding of your buildings. Johnson Controls has been working with Kent County for over 28 years. Our team's knowledge of your Facilities and HVAC systems is the foundation of our approach for the management and operation of this support program. With our history, knowledge and understanding of Kent County we have aligned the skills and resources required for this critical, RFP. Our local, dedicated team for Kent County will be managed through our local service office.

Thank you for your consideration. We hope that this RFP process will provide Johnson Controls the opportunity to continue our valued partnership with, Kent County.

Please call with any questions or if you need additional information.

Respectfully,

Eno Jackson
Branch General Manager II
Johnson Controls
Enoch.a.jackson@jci.com
302-943-0356

Johnson Controls

DELEGATION OF AUTHORITY

The undersigned, Chief Executive Officer of **Johnson Controls, Inc.**, a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on October 25, 2016 hereby authorizes

Enoch A. Jackson
Branch General Manager

(the "Delegate") to perform, on behalf of the Company, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business.

This authority does not extend to:

a. the execution of surety, performance or bid bonds;

b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;

c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of the Company; or

d. the signing, on behalf of the Company, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of this Company.

This authority shall remain in full force and effect through January 26, 2018.

Signed at Milwaukee, Wisconsin, this 27th day of January, 2017.

Alex A. Molinaroli, *Chief Executive Officer*

ATTEST:

Matthew R.A. Heiman, *Assistant Secretary*

JOHNSON CONTROLS, INC. CORPORATE SEAL WISCONSIN

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL

 # BM 18-01

FOR

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) ANNUAL MAINTENANCE SERVICES

At Various

KENT COUNTY BUILDINGS & FACILITIES

Director of Purchasing
400 High Street
Chestertown, Maryland 21620-1312

SCHEDULE

BID NUMBER BM 18-01

Date	Step
February 7, 2017	Commissioners/Director of Purchasing Approve Advertising
February 16, 2017	Begin Newspaper Advertising;Mail/Email Notices to Bidders on Bid List; Post on eMaryland Marketplace
March 2, 2017	10:00 a.m. Mandatory Pre-bid meeting at the Public Works Complex, 709 Morgnec Road, Chestertown, MD 21620.
March 22, 2017	10:00 a.m. Bid Opening at 400 High Street
March 28, 2017	Scheduled Award by Commissioners/Notice to Proceed

Contents

BID NUMBER BM 18-01

SECTION A. GENERAL MATTERS

1. Summary
2. Issuing Office
3. Silence of Specification
4. Preparation of Proposal
5. Prices Quoted
6. Samples or Brochures
7. Questions and Inquiries
8. Submission Deadline and Instructions
9. Duration of Offer
10. Withdrawal of Proposals
11. Public Inspection of Proposals
12. Changes in Contract Documents
13. Revisions to the RFP
14. Cancellation of the RFP; Rejection of All Proposals
15. Proposal Acceptance; Discussion
16. Disqualification of Bidders
17. Bid Opening
18. Omission of Specifications
19. Incurred Expenses
20. Compliance with Law
21. Acceptance of Terms and Conditions
22. Term
23. Failure to Deliver of Perform
24. Termination of Contract
25. Changes to the Contract
26. Agreement/Contract
27. Contract and Related Data
28. Contract Award
29. Contract Extension
30. Contract Documents
31. Kent County Purchasing Code
32. Termination for Convenience
33. Termination for Cause
34. Non-discrimination
35. Kent County Ethics Ordinance

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-proposal Conference
2. Presentation
3. Proposal Form
4. Bid Forms
5. Bid Notice Disclaimer
6. Bid Surety
7. Waiver of Technicalities
8. Basis of Award
9. Modification or Withdrawal of Bids
10. Performance and Payment Bonds
11. Substitutions
12. Alternates
13. Addenda
14. Trade and Brand Names
15. Product Literature
16. Exceptions to Bid Specifications
17. Time of Delivery
18. Default in Contracting
19. Payment Terms
20. Kent County Substance Abuse Policy
21. Insurance
22. Immigration Law Compliance
23. Federal Taxpayer Identification Certificate (W-9)

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

This section is for the using or requesting department or agency to specify in detail, including references to attachments, etc., the specifications, drawings, details, etc., to be included in the RFP/IFB. It has been prepared primarily by the using agency.

SECTION D. BID FORMS

INDEX OF BID FORMS

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Surety
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate
7. General Terms and Conditions of Contract between County and Contractor

SECTION A. GENERAL MATTERS

1. **Summary**

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County") is requesting proposals from qualified vendors to provide maintenance services at various county buildings and facilities for Fiscal Year 2018 on a year to year basis for up to four (4) additional years, in accordance with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL).

2. **Issuing Office**

Director of Purchasing
400 High Street
Chestertown, MD 21620-1312

Telephone #: (410) 778-4600
kentcounty@kentgov.org

The individual listed above shall serve as the "Director of Purchasing" and as the sole point of contact for purposes of this procurement.

3. **Silence of Specification**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. **Preparation of Proposal**

a. The bidder's proposal shall be written in ink or typewritten on the form provided.

b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. **Prices Quoted**

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

6. **Samples or Brochures**

Samples or brochures may be required by the County for evaluation purposes. They shall be such as to permit the County to compare and determine if the item offered complies with the intent of the specifications.

7. **Questions and Inquiries**

All questions and inquiries should be directed to the Director of Purchasing identified above prior to the mandatory pre-proposal conference.

Questions subsequent to the mandatory pre-proposal conference must be submitted in writing.

Please refer any questions to: James M. Wright, Jr., P.E.
County Engineer
Phone: 410-778-7407
Fax: 410-778-7424
jwright@kentgov.org

Questions must be received by March 15, 2017. A summary of questions and answers, including those addressed at the mandatory pre-proposal conference, will be distributed to all attendees of the conference.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers at or subsequent to the pre-proposal conference are not binding and reliance should not be placed on the same.

8. **Submission Deadline and Instructions**

All proposals must arrive at the Director of Purchasing ("Bid Receipt Office") by March 22, 2017, at 10:00 A.M. in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

Director of Purchasing
Bid Receipt Office
County Commissioners of Kent County, Maryland

400 High Street
Chestertown, Maryland 21620-1312

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE OFFICE OF DIRECTOR OF PURCHASING WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR

KENT COUNTY – BM 18-01 - HVAC SERVICES

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.), **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE.** County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. **Duration of Offer**

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the offeror's written agreement.

10. **Withdrawal of Proposals**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. **Public Inspection of Proposals**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in

writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. **Changes in Contract Documents**

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. **Revisions to the RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. **Cancellation of the RFP; Rejection of All Proposals**

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. **Proposal Acceptance; Discussions**

The County reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. **Disqualification of Bidders**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
B. Evidenced of collusion among bidders.
C. Unsatisfactory performance record as evidenced by past experience.
D. If the unit prices are obviously unbalanced either in excess or below reasonable cost

analysis values.

E. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

F. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 10:00 a.m., March 22, 2017, 400 High Street, Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of a bidder of any of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the County. ***All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

22. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond it control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, as a minimum, applicable provisions of the Request For Proposal. The County reserves the right to reject any agreement that does not conform to the Request For Proposal and any County requirements for agreements and contracts.

27. **Contract and Related Data**

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. **Contract Award**

It is the intent of the County to award a contract to the lowest qualified responsible and responsive bidder within 30 calendar days following bid opening; however, the County requires bidders, by signing the "Standard Bid Acceptance" form to guarantee their bid for a period of 120 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. **Contract Extension**

The County reserves the right to extend the contract as specified herein.

30. **Contract Documents**

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. **Kent County Purchasing Code**

Effective October 19, 2013, all County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49, as it will be in effect on and after that date. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

32. **Termination for Convenience**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30)

days before the effective date of termination.

33. **Termination for Cause**

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contract under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. **Non-discrimination**

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. **Kent County Ethics Ordinance**

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. **Pre-Proposal Conference**

A **mandatory** pre-proposal conference will be held on March 2, 2017 beginning at 10:00 a.m. at the Kent County Public Works Complex, 709 Morgnec Road, Chestertown, Maryland

21620. All interested offerors must attend in order to submit proposals. Nothing stated at the pre-proposal conference may change the invitation for bids unless the Director of Purchasing makes a change by written amendment.

2. **Presentation**

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. **Proposal Form**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. **Bid Forms**

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by the County will be considered.

5. **Bid Notice Disclaimer**

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County and the eMaryland Marketplace.

6. **Bid Surety**

NOT REQUIRED FOR THIS CONTRACT

All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after the award, or later within the bid guarantee period at the discretion of the County, or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. **Waiver of Technicalities**

The County reserves the right to waive formalities or technicalities in bids as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. **Basis of Award**

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

A. Qualifications, past experience, price, completion time and information presented in the technical proposal. Price alone will not determine the selected vendor.

B. Compliance with specifications.

C. Compliance with terms of bid package.

D. Ability to perform or deliver on time.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

9. **Modification or Withdrawal of Bids**

A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening.

B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. **Performance and Payment Bonds**

NOT REQUIRED FOR THIS CONTRACT

In accordance with the specifications, the selected bidder may be required to furnish a Performance Bond and/or a Payment Bond in an amount not to exceed one hundred and twenty-five percent (125%) of the contract price. In such cases, the successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds bidders must provide with each bond a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed listing of the items included in the invoice, which shall be subject to the review of the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within 30 days of delivery or completion (for single service or delivery contracts) by paper or by electronic invoice (via fax or email). Approved payment shall be made to the contractor within forty five (45) calendar days of receipt of an acceptable invoice. Payment will be made upon successful submission and approval of services. Invoices shall be mailed directly to the designated Contract Administrator.

20. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," to which policy the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the "Standard Bid Form" whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a **"Certificate of Insurance"** indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of $2,000,000.00 per event and $1,000,000.00 per person.

B. General Liability - Minimum - $2,000,000.00

C. Workers' Compensation Insurance as required as law.

D. Comprehensive Liability Insurance with minimum limits of $1,000,000.00 per person, $2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.

E. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.

F. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first time successful bidders doing business with the County must submit a completed standard "Federal Taxpayer Identification Certificate - W-9."

BM 18-01

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

GENERAL

A. The County Commissioners of Kent County is seeking to engage in a contract to provide maintenance services at various county buildings & facilities for Fiscal Year 2018 on a year to year basis for up to four (4) additional years. It shall be at the county's sole discretion if the contract is to be extended. The buildings to be included are listed below:

BUILDING	ADDRESS	APPROX. SIZE
Kent County Court House	103 N. Cross Street Chestertown, MD 21620	26,733 s.f.
Court House Annex	103 N. Cross Street Chestertown, MD 21620	630 s.f.
Kent County Public Library	408 High Street Chestertown, MD 21620	11,072 s.f.
Kent County Government Center	400 High Street Chestertown, MD 21620	19,500 s.f.
Kent County Detention Center	104 Vickers Drive Chestertown, MD 21620	23,633 s.f.
Public Works Complex	709 Morgnec Road Chestertown, MD	14,475 s.f. Office 8,925 s.f. Shop
Kent County Community Center	11041 Worton Road Worton, MD 21678	20,925 s.f.
Hearse House	207 Calvert Street Chestertown, MD 21620	600 s.f.
Kent County EMS Building	11528 Lynch Road Worton, MD 21678	914 s.f.

B. The attached Building Equipment Listing provides a listing of buildings and equipment to be included in the services to be provided. Information included in the Building Equipment Listing was identified and recorded using reasonable care. Due to location of the equipment, the size and condition of the numbers and letters on the "Manufacturer's Data Plate", there may be some errors in the model/serial numbers and horsepower or BTU rating. Errors of this nature are considered "minor", and as such will not relieve the contractor of requirements of the contract. Should the contractor believe an error on the Building Equipment Listing is "major", and may result in a significant change to the work, he shall notify the county immediately. Failure of the contractor to notify the county of a "major" error prior to initiating any work will be grounds to reject any claim by the contractor for additional compensation.

C. The contractor shall make an assessment of all equipment included in the contract within 45 days of award of the contract. The contractor shall advise the county of any equipment which is not in proper working condition. The county may employ the contractor (on a time & materials basis) or another contractor to repair the equipment.

The cost of this repair is not part of the contract.

D. The contractor shall provide a price for each building separately and provide all pricing line items on the Base Contract Pricing Form. Failure to submit a price for each building may be cause to consider the proposal non-responsive.

E. The county reserves the right to delete or add any building listed on the Base Contract Pricing Form with 30 days written notice to the contractor. The contractor shall be entitled to payment for services in that building through the effective month of termination or commencement of service.

F. The length of this contract shall be in place for one (1) year, July 1, 2017 to June 30, 2018 with the option to renew for up to four (4) additional one (1) year consecutive terms at the sole discretion of the county.

G. The county reserves the right to terminate the contract due to unsatisfactory service, or for any other reason at its sole discretion. If the contract is terminated, the contractor will be notified by certified mail, with not less than 30 days' notice. Payment shall be made for services rendered through the effective month of termination.

H. The contractor shall prepare quarterly reports summarizing work undertaken and completed during the quarter. The report will contain any recommendations the contractor has for improving equipment performance, improving equipment longevity or reducing energy consumption.

INSTRUCTIONS TO CONTRACTORS

A. Proposal Instructions

1. Proposal shall be summarized by a letter on the proposing firm's letterhead which shall summarize the firms approach to the work.
2. Proposal Shall Include:
   a. Base Contract Pricing Form;
   b. Resumes of all applicable field and office staff;
   c. Reimbursable fee schedule and hourly rates for key personnel in case services are needed beyond the proposed scope of work; and
   d. Any other pertinent information.
3. Form of Agreement shall be the county's standard contract or other form acceptable to the county. All conditions of this RFP shall take precedence over standard terms and conditions of a vendor's proposal or form of agreement.

B. Evaluation Criteria

1. Selection of the contractor shall be based on the requirements of this RFP, approach to the work, price as submitted on the Base Contract Pricing Form, personnel qualifications, previous required and relevant experience of the contractor, responsible personnel and other costs. Cost will not be the sole factor, but will be a major element considered in the evaluation process.
2. The county may conduct short interviews as a final step in the selection process.
3. The county reserves the right to reject any or all proposals submitted, and

to negotiate with the contractor whose proposal most closely meets the needs of the county.

SUBCONTRACTING

A. Services are to be performed by qualified and trained service personnel that are directly employed by the contractor.

B. Subcontracting of work will only be permitted after written approval is obtained from the county following written request by the contractor.

C. Typical grounds for this exception may be for specialized technical routine service or repair services and parts on proprietary control systems.

D. The cost for these proprietary subcontracted services shall not be an additional cost to the contract with the county.

E. Contractor shall have his representative on site at all times while a subcontractor is performing services on county equipment.

GENERAL MAINTENANCE PROCEDURES

A. General Maintenance Requirements

1. Contract includes all parts, labor, equipment, refrigerant, permanent and expendable materials, disposal and clean-up required to maintain the HVAC systems included in this contract in acceptable operating condition to the county.
2. Routine maintenance and necessary repairs including replacement of parts and filters are included in this contract.
3. Repair includes all trouble-shooting and diagnostics necessary to complete the repair to the satisfaction of the county.
4. **Routine Maintenance and Non-Emergency Repairs** may be conducted during normal work hours which are defined as Monday through Friday, 7 a.m. to 4 p.m. with all costs included in the Base Contract Pricing Form.
5. **Emergency Repairs** and after hour call-in repairs shall be invoiced on an occurrence basis utilizing the after-hours hourly rate per the Base Contract Pricing Form. All office overhead, profit, small tools and expendable materials shall be included in the after-hours hourly billing rate. Permanent materials including refrigerant, not included in the contract shall be invoiced at the supplier invoiced amount plus 10% mark-up.

B. Environmental Control Systems Maintenance

1. Equipment includes thermostats, pressure controls, relays, limits, valve packings, valve operators, damper motors, humidity controls, step switches, time clocks, contactors, controllers, capacity controls, safety controls, recorders, control panels, gauges, dryers and air compressors for pneumatic control systems.
2. Services include general maintenance services listed below and shall apply to the environmental systems equipment as described above.

a. Examine each piece of equipment and device to see that it is functioning properly and is in good operating condition.
b. Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
c. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
d. Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
e. Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings and optimum efficiencies.
f. Replace the device by the addition of replacement parts, should the above maintenance not be adequate.
g. Replace the device if needed, in view of its condition, age and cost of previous and subsequent repair.
h. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated, to see that it is in good operating condition and at optimum efficiency.

3. All parts, components, or devices for the environmental systems equipment as listed above that are worn or are not in proper operating conditions shall be repaired, and/or replaced with new parts, components or devices.
a. When equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
b. All repair and replacement parts, components and devices for the environmental systems and equipment as listed above shall be supplied by the contractor and shall be included in the cost of the contract.
c. All miscellaneous parts and supplies necessary to maintain the environmental systems and equipment shall be supplied by the contractor and shall be included in the cost of the contract.
d. The contractor shall not be made responsible for repairs or replacement necessitated by reason of negligence or misuse of the equipment by other than the contractor, or by reason of any other cause beyond the control of the contractor, except ordinary wear and tear.
e. The contractor shall be available, at no additional charge, for consultation regarding design changes and equipment selection, based on past experiences with similar systems.
f. The contractor shall provide and maintain a parts supply which shall be located in the main control room of each building, or other area designated by the county. Critical, unique or frequently used parts and supplies shall be stocked therein. This equipment shall remain the property of the contractor until used and/or installed in the environmental systems.\

C. Mechanical System Maintenance Service
1. The equipment includes specific quantities, sizes and model numbers of

the major pieces of equipment listed separately on the Building Equipment Listing.

2. The preventative maintenance and the responsibility of the contractor shall not be limited only to these major pieces of equipment as stated on the Building Equipment Listing, but also include all appurtenant devices and systems as stated below that are related to the heating, ventilation and air conditioning systems.
   a. The heating systems include boilers, burners, furnaces, pumps, heating coils, steam traps, all actuated valves, heat exchangers and humidifiers.
   b. The cooling systems include air conditioning compressor(s), evaporative condensers, cooling towers, cooling tower fans, pumps, water chillers and cooling coils.
   c. The air handling systems include fans, motors, air filters, dampers, induction units, mixing boxes, fan coil units and electric heat elements.
3. Equipment NOT Included:
   a. Maintenance services, including repair labor and parts replacement, for portions of the systems and equipment that are non-maintainable or non-moving are not included as part of the contract.
   b. Excluded items shall be considered as: foundations, structural supports, domestic water lines, drains, plumbing, oil lines, gas lines, piping for oil storage tanks, air handling duct work, boiler shell and tubes, unit cabinets, boiler trim and refractory material and cooling tower structural supports.
   c. The contractor shall include in each quarterly report of work any additional work that is outside the scope of this specification that is in need of attention.
   d. This specification covers only that equipment as listed herein, and in the event a system is altered, changed, or if any equipment is added, or not included in this specification, then that portion shall be added or deleted as required, and shall be in accordance with this specification.
4. Services Included:
   a. The services listed below shall apply to the systems and equipment as shown on the Building Equipment Listing and as described in this RFP except as excluded in Section C.3. above.
   b. The preventative maintenance work shall be provided no less than four (4) times per year, including start-up and shutdown.
   c. Examine each piece of equipment and device to see that it is functioning properly and is in good operating condition.
   d. Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
   e. Lubricate all equipment as needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
   f. Adjust all linkages, motors, drives, etc. that have drifted from the initial design settings and positions.
   g. Calibrate all sensing, monitoring, output, safety and read-out devices for proper ranges, settings and optimum efficiencies.

h. Repair the device by the addition of replacement parts, should the above maintenance not be adequate.
i. Replace the device by the addition of replacement parts, should the above maintenance not be adequate.
j. Tear-down major pieces of equipment such as refrigeration compressors, water chillers, boilers, etc. and overhaul periodically based on accumulated operating hours, to prevent breakdowns and improve operational conditions.
k. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it operates to original design specifications.
l. An infra-red scanner shall be used for a site inspection at least annually to evaluate the condition of all portions of mechanical systems to include, but not limited to, all motors, pumps, chillers, boilers and motor starters for proper predictive/preventative maintenance.
m. Boiler and cooling water routine chemical analysis and treatment.
n. Boiler flue gas analysis shall be performed by the contractor during the heating season switchover to determine proper energy efficiency of the boiler burner system to maximize burner efficiency. The contractor shall provide the county with results in the next quarterly report.
o. The mechanical maintenance includes all parts, labor and materials necessary to make the repairs and in addition the necessary replacement of any equipment including:
    - Water circulating pumps as pertaining to heating and cooling systems;
    - Water regulating, float valves;
    - Supply and exhaust fans;
    - Belts;
    - Electric starters (all);
    - Heating coils (cleaning only) and cooling coils (cleaning only);
    - Belt drives;
    - Steam traps within the building;
    - Capacity and safety devices which control the equipment;
    - Unit heaters;
    - Fan cabinets, air handling units;
    - Boilers and controls;
    - Vacuum condensate return pumps;
    - Condensate pumps;
    - Compressors;
    - Cooling towers;
    - Air cooled condensers;
    - Packaged window or thru the wall units;
    - Steam/hot water converters; and
    - Packaged rooftop units

5. Parts Replacement
   a. All parts, components or devices for the mechanical systems as listed above that are worn or are not in proper operational condition shall be repaired, and/or replaced with new parts, components or devices.
   b. When equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement.
   c. All repair and replacement parts, components and devices for the mechanical systems and equipment shall be supplied by the contractor and shall be included in the cost of the service program (belts, valves, packings, lubricants, tools, paints, refrigerant, test instruments, meters, etc.).
   d. The contractor shall not be made responsible for the repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than the contractor, or by reason of any other cause beyond the control of the contractor, except ordinary wear and tear.
   e. The contractor shall provide and maintain a parts supply which shall be located in the main mechanical room of each building or other area in the building designated by the county. Critical, unique or frequently used parts and supplies shall be stocked therein. This equipment shall remain the property of the contractor until used and/or installed in the mechanical system.

D. Air Filter Service
   1. The air filter service systems may include pre-filters, frame filters, pouch filters, fan coil filters and automatic roll-type filters.
   2. Services for the air filter service systems include:
      a. When available and applicable all air filters shall be disposable Merv 8 or 9 pleated filters.
      b. Where disposable air filters are not available: Frames shall be of the reusable type and shall be of a permanent rigid construction that shall permit the insertion of media pads, and may also allow the use of the optional pads with different efficiencies, if needed.
      c. Filter frames shall be sized to fill the entire cross section of the units to prevent blow-by and eliminate filter spacers in the system.
      d. Where disposable Merv 8 or 9 disposable filters are not available: Filter media shall be standard polyester fiber and shall be bonded together preventing fiber shedding and blow through for maximum efficiency and shall be of the fire retardant type of at least Class 2 rating.
      e. Roll media for roll type filters shall be made available in varying widths to meet the needs of the county and shall be available in dry or tackified polyester fiber.
      f. Permanent filters, if not used, shall be turned over to the county.
      g. The contractor shall provide, install and regularly change all air filters at a frequency dictated by dirt conditions, but no less than four (4) times per year for frame media and as often as necessary for roll type media.

SECTION D. BID FORMS

BID NUMBER BM 18-01

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

STANDARD SEALED BID PRICE SHEET

BID NUMBER BM 18-01

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

BIDDERS MUST USE ATTACHED BASE CONTRACT PRICING FORM.

TOTAL BID PRICE $____N/A_____

To begin work as specified in the "Notice to Proceed" and to prosecute said work so as to complete the contract within _____ calendar days.

Drug Abuse Policy In Effect (Circle One)	**[YES]**	**NO**
Insurance certificate attached (Circle One)	**[YES]**	**NO**
Bid Surety Attached? (Circle One)	**YES**	**[NO]**
Signature form executed? (Circle One)	**[YES]**	**NO**
Affidavit of qualification to bid? (Circle One)	**[YES]**	**NO**
Non-collusion certificate (Circle One)	**[YES]**	**NO**

BASE CONTRACT PRICING FORM
Heating, Ventilation and Air Conditioning (HVAC)
Annual Maintenance Services Contract
Fiscal Year 2018

Item	Building	Fiscal Year 2018 Cost	Fiscal Year 2019 Cost	Fiscal Year 2020 Cost
1	Kent County Court House	$42,402.10	$43,674.16	$44,984.38
2	Court House Annex	$2,435.85	$2,508.92	$2,584.18
3	Kent County Public Library	$9,380.00	$9,661.40	$9,951.24
4	Kent County Goverament Center	$35,193.82	$36,249.63	$37,337.11
5	Kent County Detention Center	$27,798.15	$28,632.09	$29,491.05
6	Public Works Complex	$14,819.95	$15,264.54	$15,722.47
7	Kent County Community Center	$11,390.47	$11,732.18	$12,084.14
8	Hearse House	$2,000.56	$ 2,060.57	$2,122.38
9	Kent County EMS Building	$3,251.46	$ 3,349.00	$3,449.47
	Total All Buildings	$148,671.36	$153,131.50	$157,725.44

Fiscal Year 2021 Total All Buildings: $162,457.20

Fiscal Year 2022 Total All Buildings: $167,330.91

After Hours – Hourly Rates:

Key Person #1: Eugene E Warfield - Serviceman — Name/Title — $180 — Rate: $/Hour

Key Person #2: Frederick R Adkins - Foreman — Name/Title — $210 — Rate: $/Hour

Key Person #3: Dominic V Ames - Apprentice — Name/Title — $112.50 — Rate: $/Hour

Firm Name: Johnson Controls

Authorized Signature:

Printed Name: Enoch Jackson

Title: Branch General Manager II **Date:** 21 March 2017

STANDARD SEALED BID FORM

BID NUMBER BM 18-01

BIDDER: Johnson Controls

AGENT (TYPED): Enoch.. Jason

FIRM Name: Johnson Controls

ADDRESS: 812 First State BLVD.

Wilmington, DE 19804

TELEPHONE: 302- 996-0418

EMAIL: enoch.a.jackson@jci.com

FAX #: 302-269-4216

Submitted by: _____
(Signature of authorized agent above)

_____, **this** 21st **day of** March **2017.**

Accepted by:

_____
Shelley L. Heller, by authority of the County Commissioners

ATTEST:

_____ **DATE** _____
Clerk or Deputy Clerk

NOT REQUIRED FOR THIS PROJECT
BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
as principal, and _____
as surety, are hereby held and firmly bound unto the County Commissioners of Kent County AS OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the County Commissioners of Kent County a certain BID, attached hereto and hereby made a part of hereof to enter into a contract in writing, for the _____
_____
_____

NOW, THEREFORE,

a) If said BID shall be rejected, or

b) If said BID shall be accepted and the principal shall execute and deliver a contract in the form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor, furnishings, materials, in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

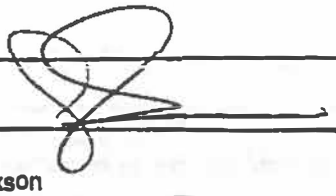
_____ _____
Principal Surety

By: _____ By: _____

IMPORTANT: Surety companies executing BONDS must authorized to transact business in the State of Maryland.

SIGNATURE FORM

NAME OF BIDDER: Johnson Controls

SIGNATURE OF AUTHORIZED PERSON: 

PRINT AUTHORIZED PERSON: Enoch Jackson

TITLE OF AUTHORIZED PERSON: Branch General Manager II

STREET NAME AND NUMBER: 8 12 First StateBlvd

CITY, STATE, ZIP CODE: Wilmington DE 19804

TELEPHONE NUMBER: 302 - 996 - 0418

FAX 320-269-4216

E-MAIL enoch.a.jackson@jci.com

DATE: 3.21.17

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. 39-0380010

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) Branch General Manager and the duly authorized representative of the firm of (Name of Corporation) Johnson Controls whose address is 812 First State Blvd, Wilmington DE, 19804 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any) _____

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County Commissioners of Kent County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____ Date 3.21.17

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the Branch General Manager
(Title)

and the duly authorized representative of the firm of Johnson Controls

whose address is 812 First State Blvd, Wilmington DE, 19804

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.

b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Date	Signature
3/21/17	Enoch Jackson
Date	Print Name or Type

GENERAL TERMS AND CONDITIONS OF CONTRACT BETWEEN COUNTY AND CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the Contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.

5. CHANGES

The DIRECTOR OF PURCHASING may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

(1) serve as liaison between the County and Contractor;

(2) give direction to the Contractor to ensure satisfactory and complete performance;

(3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

(4) serve as records custodian for this contract;

(5) accept or reject the Contractor's performance;

(6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST AND PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the

Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

a. ***Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***

b. ***Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***

c. ***These General Conditions.***

The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees 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.

19. INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this

provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

a. defaulting in performance or is not complying with any provision of this contract;

b. failing to make satisfactory progress in the prosecution of the contract; or

c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title

thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

BUILDING EQUIPMENT LISTING

BUILDING KC Court House, 103 Cross Street

UNIT # LOCATION	MANUFACTURER	MODEL #	SERIAL #	YEAR	TONNAGE/BTU
1st Flr. Server Rm. DC Clerks Office	Mitsubishi Electric	Mr. Slim			
1st Flr. File Rm. DC Clerks Office	Carrier	40FKA006300	319819305		
ODU S.E. Corner	York	CA181-25A	GM-431064		
ODU East Side of Bldg.	Mitsubishi Electric	PU18EK	89D00671D		
ODU East Side of Bldg.	Carrier	38YCC060520	3199E00875		
IDU 2nd Floor Holding Cell	Trane Fan Coil Unit				
IDU 2nd Floor Holding Cell	Trane Fan Coil Unit				
Boiler A Basement	Columbia Boiler	WL140	131582	1992	
Boiler B Basement	Columbia Boiler	WL140	131583	1992	
Air Compressor Basement	Johnson Controls Air Compressor	AS-00S-101	247777	1994	
Cooling Tower Basement	B.A.C.	VTO-52/5	U070512501	2002	
New Chiller Basement	York	YCWL0056SE17XABB	SEXM-958650	2011	50 Ton
Janitor's Closet Basement	Carrier	ADAQ030306006M	E215133		
DC Court Room Under Window	Trane				

District Court Judge's Window	Trane				
Circuit Court 2nd Flr. Hall	Sanyo	KHs3672R	92982		
DC Roof N. Side of Bldg.	Sanyo	C3672R	26581		
Hall Unit 2nd Flr. by Holding Cell	Sanyo	KHS3672R	99082		
CC Roof Unit S. Side of Bldg.	Sanyo	C3672R	26581		
Unit #47	Trane Fan Coil Unit				
Unit #14	PTAC Package Terminal AC				

BUILDING EQUIPMENT LISTING

BUILDING Court House Annex, 103 Cross St.

UNIT #	MANUFACTURER	MODEL #	SERIAL #	YEAR	TONNAGE/BTU
North East Corner	Sanyo	KMHS0972	34262	2006	1.5 Ton
IDU S.E. Corner	Sanyo	KMHS0972	3662	2006	1.5 Ton
ODU	Sanyo	CMH1972	3561	2006	3 Ton
Unit #47	Trane Fan Coil Unit				
Unit #14	P.T.A.C. Packager Terminal AC				

BUILDING EQUIPMENT LISTING

BUILDING KC Public Library, 408 High Street

UNIT #	MANUFACTURER	MODEL #	SERIAL #	YEAR	TONNAGE/BTU
Mechanical Room/Chiller	McQuaty	WHR030B3	3GJ00249 06	1975	30 Ton
ODU	McQuaty	APD045B V12	4GH00260 06	1975	30 Ton
Mechanical Room Unit #2	McQuaty Air Handler	LSL-104 CH	3GJ00296 03	1979	
Mezinine Unit #1	McQuaty Air Handler	LSL-217 CH	3GJ00295 03	1979	
Mezinine Unit #3	McQuaty Air Handler	LSL-104 CV	3GJ00297 03	1979	

BUILDING EQUIPMENT LISTING

BUILDING Government Center., 400 High Street

UNIT #	MANUFACTURER	MODEL #	SERIAL #	YEAR	TONNAGE/BTU	AREA	AREA SERVED
Boiler #1	RAYPAK	H4-0724	9808151587	1998			
Boiler #2	RAYPAK	H4-0724	9808151588	1998			
Heat Exchanger	Mueller	AT20-C-20	213240				
Tower Pump #1	Bell & Gossett	2.5BB 7.625RF	2101428 F89				
Tower Pump #2	Bell & Gossett	2.5BB 7.625RF	2101429 F89				
Bldg Loop Pump #3	Marathon Electric Pump Motor	5VB213TTDW7047AAL					
Bldg Loop Pump #3	Bell & Gossett	2BG9BF	2083863F89				
Bldg Loop Pump #4	Marathon Electric Pump Motor	5VB213TTDW7047AAL					
Bldg Loop Pump #4	Bell & Gossett	2BG9BF	2083862F89				
IDU #1	Trane	LR34972		1998		Office Ceiling	Conference Room
IDU #4	Trane			1998	1.25	Indoor Hall	Lobby
IDU #2	Trane	WPHD02831N10AA4101000001100	W98H39619	1997	2.5	Kitchen Ceiling	Commissioner's Office
IDU #3	Trane	WPHD02831N10AA4101000001100	W98H36214101	1998	2.5	Kitchen Ceiling	Three (3) Offices
IDU #11	Trane			1982	1.25	Wall	Planning & Zoning Office

IDU #12	Trane			1982	1.25	Wall	Planning & Zoning Office
IDU #15	Trane	WPCE01611B00L030000000017100	W98H39901	1982	0.75	Wall	Planning & Zoning Director's Office
IDU #16	Trane	WPCE01611B00L030000000107100	W98H39903	1982	1	Wall	Planning & Zoning Open Area
IDU #21	Trane	WPCE01611B00L030000000107100	W98H39911	1982	1.25	Wall	Finance
IDU #22	Trane	WPCE01611B00L030000000107100	W98H39896	1982	0.5	Wall	Finance Conference Room
IDU #27	Trane	WPCE01311B00L030000000107100	W98H39902	1982	0.75	Wall	Human Resources Director's Office
IDU #28	Trane	WPCE01311B00L030000000107100	W98H39912	1982	1.25	Wall	Conference Room
IDU #29	Trane	WPCE01311B00L030000000107100	W98H39913	1982	1.25	Wall	Front Office
IDU #31	Trane	WPCE01311B00L030000000107100	W98H39906	1982	1	Wall	Hall
IDU #36	Trane	WPCE01311B00L030000000107100	W99P04492	1982		Ceiling	Finance Records Office
IDU #40	Trane			1982	0.75	Wall	Tourism
IDU #42	Trane	WPCE01311B00L030000000107100	W99A04	1982	0.75	Wall	IT Conference Room
IDU #43	Trane	WPCE01311B00L030000000107100	W99A04097	1982	0.75	Wall	Economic Development
IDU #44	Trane	WPCE01311B00L030000000107100	W99A04096	1982	2.5	Ceiling	IT Director's Office
IDU # 45	Trane	WPCE01311B00L030000000107100	W99A0405	1982	4	Ceiling	Tourism Open Area
IDU #46	Trane	WPCE01311B00L030000000107100	W98H39904	1982	4	Ceiling	IT Open Area

IDU # 5	Trane	WPCE01311B00L030000000107100	W98H39915	1982	4.75	Ceiling	Commissioner's Hearing Room
IDU # 6	Trane	WPCE01311B00L030000000107100	W98H39908	1982	4.75	Ceiling	Commissioner's Hearing Room
IDU # 7	Trane	WPCE01311B00L030000000107100	W98H39908	1982	0.75	Wall	Hall
IDU # 8	Trane	WPCE01311B00L030000000107100	W98H39894	1982	1.25	Wall	Lunch Room
IDU # 9	Trane		W98H39899	1982	0.5	Wall	1st Floor Bathrooms
IDU # 10	Trane		W98H39898	1982	0.75	Wall	Stair Tower
IDU #13	Trane	WPCE01311B00L030000000107100	W99A0403	1982	1	Ceiling	Planning & Zoning Office
IDU #14	Trane	WPCE01311B00L030000000107100		1982	2	Ceiling	Planning & Zoning Office
IDU #17	Trane	WPCE01311B00L030000000107100	W99A04095	1982	0.75	Wall	Hall
IDU #18	Trane	WPCE01311B00L030000000107100	W98H39905	1982	1.5	Wall	Planning & Zoning Open Area
IDU #24	Trane	WPCE01311B00L030000000107100	W98H39897	1982	1.25	Wall	Hall
IDU # 19	Trane			1982	1	Wall	Planning & Zoning Office/2 Front
IDU # 20	Trane			1982	1.25	Wall	Planning & Zoning Office/2Back
IDU # 23	Trane			1982	1	Ceiling	Finance
IDU #25	Trane			1982	2.5	Ceiling in Men's room	Human Resources

IDU #26	Trane			1982	1.5	Wall	Basement
IDU #30	Trane			1982	1	Wall	2nd Floor Meeting Room
IDU #32	Trane			1982	4	Ceiling	Finance Open Area
IDU #33	Trane			1982	1	Wall	3rd Floor Stairs
IDU #37	Trane			1982	4	Ceiling	IT Open Area
IDU #38	Trane			1982	1	Wall	Server Room/Left
IDU #39	Trane			1982	1	Wall	Server Room/Right
IDU #41	Trane			1982	0.75	Wall	IT Administration Office

BUILDING EQUIPMENT LISTING

BUILDING KC Detention Center, 104 Vickers Drive

UNIT #	MANUFACTURER	MODEL #	SERIAL #	YEAR	TONNAGE/BTU
Boiler #1	Ingersol-Rand AirComp On Right	234	30T595602		
Boiler #2	Ingersol-Rand AirComp On Left	234	30T595608		
ODU Chiller	York	YCAL0045EC17XDBSDT	2HTM001450	2008	45 Ton
Hot Water Generator #1	CemlineCorp-Stonesteel	H240SwH648XX	38449		240 Gallon Capacity 150 Max P.S.I.
Hot Water Generator #2	CemlineCorp-Stonesteel	H338SWH842XX	38450		338 Gallon Capacity 150 Max P.S.I.
Loop Water Pump #2	Bell&Gossett Loop Water Pump	BC7.3/8 BF	1359810		
Loop Water Pump #1	Bell&Gossett Loop Water Pump	1510			
Boiler #2	Burnham Boiler #2	4FW.127.SPL.O.PF	16658		
Boiler #1	Burnham Boiler #1	4FW-127.SPL.O.PF	16659		
Boiler Room Air Handler #3	Trane Air Handler				
BRAH Boiler Room #1	Trane Air Handler		K86J13581		
BRAH Boiler Room #2	Trane Air Handler	110008000003	K86J13582		
IDU 911 Server Rm	EMI	WHP12A030AA000C	1-05-E-8786-19	1995	
ODU 911 Server Rm	EMI	SCC12DA000AA08	1-05-F2904-24	1995	

IDU 911 Dispatch Rm	RADCO	FB4ANF030	2500A71866		
ODU	Carrier	38TRA030320	2500E01925		
IDU Male Work Release	York	AMI	6DDM000151		10 Ton Unit

BUILDING EQUIPMENT LISTING

BUILDING Public Works Complex, 709 Morgnec Road

UNIT #	MANUFACTURER	MODEL #	SERIAL #	YEAR	TONNAGE/BTU
IDU #3	Payne	PG95SAS60120DAAA	0314A51025	2014	10 Ton/12,000 BTU
ODU #3	Bryant	590ANX060000A8AA	2890E36079	1998	10 Ton/12,000 BTU
4-A	Bryant	398AAW0601200	3889A06580	1987	10 Ton/12,000 BTU
4-B	Bryant	350MAV060120	0298A01785	1998	11 Ton/13,200 BTU
IDU #5	Bryant	FB4ANF036	2097AI7350	1997	
ODU #5	Bryant	593CJ036-B	2897EI9270	1997	
IDU #6	BDP/Division of Carrier Group	524AEB090000AAHC	4597F05911	N\A	
ODU #6	BDP/Division of Carrier Group	56CPX090000AAAA	0697G00154	N\A	
	Luxaire	J10NCC00C6AAA3A	N1C6393847	2016	10 Ton
	Luxaire	J10PCC00A2BAC4A	N1CG415564	2016	10 Ton
	Daikin	FTXS24LVJU	E007537	2014	
ODU #	Daikin	RXS24LVJU	E006244	2014	
IDU #	BDP/Division of Carrier Group	517EN018	4488A07226		
ODU #	Carrier	661QJ1010C	2305E10564		

BUILDING EQUIPMENT LISTING

BUILDING KC Community Center, 11041 Worton Road

UNIT # LOCATION	MANUFACTURER	MODEL #	SERIAL #	YEAR	TONNAGE/BTU
Mezzinine #1	McQuay	WLMB2108DT00U00AF13ZZB2	AUBU091600318	2009	10 Ton
Mezzinine #2	McQuay	WCFW1019MEYRT01YYAC		2009	1.5 Ton
Mezzinine #3	McQuay		AUBU091700745	2009	2.5 Ton
Mezzinine #4A	McQuay	WLMB2121DT00V0UHF	AUBU091600312	2009	8.5 Ton
Mezzinine #4B	McQuay	WLMB2121DT00V00AF	AUBU91600313	2009	8.5 Ton
Mezzinine #5	McQuay		AUBU091700728	2009	1.5 Ton
Mezzinine #6	McQuay			2009	2 Ton
Mezzinine #7	McQuay		AUBU091700754	2009	3.25 Ton
Mezzinine #8				2009	2.5 Ton
Mezzinine	McQuay		ALBU091701057	2009	2 Ton
Mezzinine	McQuay OutDoor Air Supply Unit	CAH009GVAM	FB0U090401450	2009	
IDU Server Rm	Mitsubishi Electric	MS-A09WA	9000185	2009	.75 Ton
ODU Server Rm	Mitsubishi Electric	MU-A09WA	8003967T	2009	.75 Ton
Consession BLD Inside unit	Mitsubishi Electric	MSZ-A12NA	9000520		.75 Ton

Consession BLD OUTside Unit	Mitsubishi Electric	MSZ-A12NA	8002804T	2009	.75 Ton
Consession BLD OUTside Unit	Daikin Inverter HeatPump	RXS36LVJU	E001683	2013	3 Ton/36,000 BTU
Consession BLD OUTside Unit	Daikin Inverter HeatPump	RXS36LVJU	E001683	2013	3 Ton/36,000 BTU
Consession BLD OUTside Unit	Daikin Inverter HeatPump	RXS36LVJU	E001436	2013	3 Ton/36,000 BTU
Consession BLD Inside unit	Daikin Industries	RXS36LVJU	E002728	2013	3 Ton/36,000 BTU
Consession BLD Inside unit	Daikin Industries	RXS36LVJU	E002733	2013	3 Ton/36,000 BTU

BUILDING EQUIPMENT LISTING

BUILDING 207 Calvert St., Chestertown, MD 21620

UNIT #	MANUFACTURER	MODEL #	SERIAL #	YEAR	TONNAGE/BTU
ISU 1	Rheem Heat Pump	RBHC-21J1 8SFA	TM2803 03389	2003	4 Ton/ 48,000BTU
OSU 1	Rheem Heat Pump	RPKA - 049JAZ	6583 M0803 0676 1	2003	4 Ton/ 48,000 BTU

BUILDING EQUIPMENT LISTING

BUILDING Lynch (911 Dispatch) 11528 Lynch Road

UNIT #	MANUFACTURER	MODEL #	SERIAL #	YEAR	TONNAGE/BTU
911 G\S LB In Oil Burn	Inter- City	N000034EF01867744570	911576204	1985	
Training Bld Inside	Miller	CMF80PoConv	CMC01091171	1995	
Training Bld Outside	Carrier	32CKC030330	1500E07461		
Living Space Inside		NBCM024XKB2	L901853846	1989	
Living Space Outside	Heat Pump	CH5024QKA2867.B02911	L891117327	1989	

Upper Shore Workforce Investment Board
6/8/2021
County Commissioners Meeting

Item Summary:
Appointment and Reappointment Letters

ATTACHMENTS:
Description

Main Street Historic Chestertown, Beer and Wine Only, June 5, 2021
6/8/2021
County Commissioners Meeting

Item Summary:
Special Class C (Per Diem) Alcoholic Beverage License Issued

ATTACHMENTS:

Description

4717 Main Street Historic Chestertown, Application

4717

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer ( ) Beer and Wine (X) Beer, Wine, and Liquor ( )

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Main Street Historic Chestertown

Address 118 N. Cross Street Chestertown

Type of Function Street Party - Dedication of New Stage

Location of Function 200 Block High Street

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? _____

Yes or (No)

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) Saturday, June 5.
Begin at: 6:30 End at: 9:00 and the applicant tenders herewith the sum of ($ 15.00 Per Diem) ($ 15.00) in payment for the license.

Please Select One:

(X) Pick Up

( ) Mail Permit (will be mailed to above address)

County Commissioners Office

Date 6-2-21 LJC

9. Applicants

(1) Kay MacIntosh — 6850 Pomona Road
Name — Residence

19 years — Exec. Director — 443-480-2363 — Kay MacIntosh
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the _____ day of _____, 20___, before the subscriber, a Notary of the State of Maryland, personally appeared _____ the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

_____ (SEAL)

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(2) Paul Heckles — 112 Little Harbor Way
Name — Residence

10 — Board Pres. — 908-307-8242 — Paul Heckles
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the _____ day of _____, 20___, before the subscriber, a Notary of the State of Maryland, personally appeared _____ the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

_____ (SEAL)

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(3) _____ — _____
Name — Residence

_____ — _____ — _____ — _____
Length of Residence in Kent Co. — Committee Title — Phone No. — (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 2nd day of June, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Kay MacIntosh and Paul Heckles the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Jennifer J. Teat (SEAL)

JENNIFER J. TEAT
NOTARY PUBLIC
QUEEN ANNE'S COUNTY, MD
NOTARY EXPIRES: JULY 7, 2022

9. Applicants

(1)_____ _____
Name Residence

_____ _____ _____ _____
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the _____ day of _____, 20___, before the subscriber, a Notary of the State of Maryland, personally appeared _____ the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

_____ (SEAL)

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(2)_____ _____
Name Residence

_____ _____ _____ _____
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the _____ day of _____, 20___, before the subscriber, a Notary of the State of Maryland, personally appeared _____ the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

_____ (SEAL)

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(3) Kristen W. Owen 8875 Center Lane Chestertown MD 21620
Name Residence

15 years VP 410-708-6160 Kristen W. Owen
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 2nd day of June, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Kristen W. Owen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

F. Marie Todd (SEAL)

F. MARIE TODD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
DECEMBER 31, 2023
KENT COUNTY, MD

STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

W Ingersoll Signature (s)

W.S. Ingersoll Print Name

STATE OF MARYLAND, County of Kent :

THIS CERTIFIES, that on the 17th day of May, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared W.S. Ingersoll and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

Jennifer M. Mulligan
My commission expires 4/1/23

(SEAL)

JENNIFER M. MULLIGAN NOTARY PUBLIC KENT COUNTY, MD

Annotated Code of Maryland, ALCOHOLIC BEVERAGES
Current through 2018 Regular Session

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7460
www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

J. TERRY OBER
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

The issuance of this license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer $5.00, Beer and Wine $15.00, and Beer, Wine, and Liquor $25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Main Street Historic Chestertown

Address 118 N. Cross St., Chestertown MD 21620

Name Kay MacIntosh Phone # 443·480·2363
(Please Print)

Kay MacIntosh Date 6·2·21
(Signature)

Economic and Tourism Development
6/8/2021
County Commissioners Meeting

Item Summary:
Thank You Letters

ATTACHMENTS:
Description

Procedures for Public Comment
6/8/2021
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR PUBLIC COMMENT

In addition to public appearance, the meeting is also being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

Maryland Leadership Workshops
6/8/2021
County Commissioners Meeting

Item Summary:
Leadership Development for Rising 6th through 12th Graders

ATTACHMENTS:

Description

MLW On Tour Flyer Kent County

Maryland Leadership Workshops Presents

MLW On Tour '21

July 12-14 at Washington College, Chestertown, MD





Leadership Development for Rising 6th thru 12 Graders

- Middle schoolers 8:00am—4:45pm; High schoolers 8:15am—5:00pm.
- All COVID protocols will be in place - masks, social distancing, cleaning.
- Focus on building your own leadership skills and putting them into practice while forging new friendships.
- Supplemental virtual activities will enhance your skills and cultivate your MLW community statewide.
- Tuition: Thanks to a generous funder, this program is just $25.00.
- Visit mlw.org/apply to register or contact anita@leadershipmd.org.

Contingency and Use of Fund Balance Report
6/8/2021
County Commissioners Meeting

ATTACHMENTS:

Description

5-25-2021 Commissioner Report Contingency

FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
May 25, 2021

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
9/29/20	Capital Projects	$ 17,750	Quaker Neck Public Landing Pier and Mooring
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill
11/17/20	Detention Center	4,000	Control Panel System
12/8/20	Capital Projects	65,900	Tuner's Creek Bulkhead & Boat Ramp Replacement
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon
3/2/21	Information Technology	29,294	Replace Uninterrupted Power Supply (UPS)
4/13/21	Information Technology	8,100	Network security testing software
4/13/21	Capital Projects	21,183	Turners Creek Bulkhead-Change Order No. 2
4/13/21	State's Attorney Office	13,000	Part-time aid
4/20/21	Capital Projects	3,910	Turners Creek Bulkhead-Additional Engineering Services-unforeseen site conditions
5/4/21	WWS	13,125	Worton Portalogic System
5/4/21	WWS	7,000	Worton Tower Security Fencing
5/4/21	WWS	2,000	Plan Cabinets
5/4/21	Environmental Operations	15,031	Compact Utility Tractor
5/11/21	Buildings/Grounds-Court House	60,200	HVAC split system-Court House
TOTAL		**$ 407,093**	
BEGINNING CONTINGENCY BUDGET		**$ 800,000**	
ENDING CONTINGENCY BALANCE		**$ 392,907**	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
09/08/2020	Alcoholic Beverage Inspector	$ 11,732	Full-time equivalent hours increased from .50 to .70
09/29/2020	The Health Department	$ 59,611	COLA Increase from prior years
12/08/2020	Commissioner's Office	$ 1,380	Maintenance on Hearing Room audio/visual equip
TOTAL		**$ 72,723**	

USE OF FUND BALANCE

Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.

Bill Mackey, Director, Planning, Housing, and Zoning
6/8/2021
County Commissioners Meeting

Item Summary:
Personnel
The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description

Mike Moulds, Director, Public Works
6/8/2021
County Commissioners Meeting

Item Summary:
Village at Kennedyville Public Works Agreement
Legal
This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305(b)(7)To consult with counsel to obtain legal advice

ATTACHMENTS:

Description