



*“Building a
Foundation for
Lifelong
Learning”*

CECIL COUNTY PUBLIC SCHOOLS DEPARTMENT OF BUSINESS SERVICES

GEORGE WASHINGTON CARVER EDUCATION LEADERSHIP CENTER
201 BOOTH STREET • ELKTON, MD 21921

phone: 410.996.5429 • fax: 410.996.5137 • www.ccps.org

Jeffrey A. Lawson, Ed.D.
Superintendent of Schools

William H. Malesh
President, Board of Education

NOTICE TO BIDDERS

The Board of Education of Cecil County Public Schools (CCPS) is seeking sealed bids for the following until the time and date indicated.

Bid #19-09: Propane

January 16, 2019
2:00 PM (ET) Local Time

Sealed proposals for all labor, materials, equipment, transportation and services necessary for **Bid #19-09: Propane** will be received at the Purchasing Department, Cecil County Public Schools by **Wednesday, January 16, 2019 at 2:00 PM (ET) Local time** at which they will be publicly opened and read aloud. All bids must be submitted in a sealed envelope addressed to the Cecil County Public Schools, Attention: Purchasing Department, 201 Booth Street, Elkton, Maryland 21921-5684. The envelope must be identified and endorsed on its face with the name of the person, firm or corporation making the proposal and plainly marked **Bid #19-09: Propane Paper – Due January 16, 2019 at 2:00 PM (ET) Local time**. Cecil County Public Schools will not be responsible for the premature opening of a bid not properly addressed and identified. Should the **Central Office close due to an unexpected circumstance, the bid opening will be on the next scheduled business day for CCPS Offices, January 17, 2019, 2:00 PM (ET) Local time**. Note: The closing of schools does not constitute the closing of the Central Office Building. Please see the CCPS website <https://www.ccps.org/Page/458> for further detail.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Pre-Bid Meeting Scheduled: **A pre-bid meeting is not scheduled for this bid.**

Copies of the bid document may be obtained from the CCPS website www.ccps.org/Page/458. If you have any questions on downloading the document, call 410-996-5429. Offerors obtaining the documents from the website are encouraged to review the website frequently to learn of any changes that may be made. Interested Bidders/Proposers are solely responsible for obtaining all relevant documents for CCPS solicitations, including, but not limited to: ITB/RFP/RFI documents, addenda, attachments, drawings and appendices. Information and documents may be posted on the due date of the solicitation.

Questions regarding this Bid must be sent, and received by e-mail only, by 11:00 AM (ET) Local time, January 9, 2019, to Kay Porter, Purchasing Specialist, Purchasing Department, Cecil County Public Schools at procurement@ccps.org. An acknowledgement of receipt of the e-mail will be sent by return e-mail to the sender. If an email acknowledgement is not received within one business day, please fax your inquiry immediately to the Purchasing Department at 410-996-5137.

Board of Education of Cecil County
Jeffrey A. Lawson, Ed.D.
Superintendent of Schools

**Board of Education of Cecil County, Maryland
Purchasing Department
201 Booth Street, Elkton, Maryland 21921**

CCPS BID #19-09: PROPANE

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INSTRUCTIONS TO BIDDERS

Definition of Terms:

- Owner -The Cecil County Board of Education, also known as Cecil County Public Schools (CCPS) or its designated representative.
- Contractor - The successful bidder(s) to whom this contract is awarded.
- Contract - It is the intent of the Owner that should this offer be accepted and awarded, the General Conditions and Specific Conditions, forms indicated as required, to be submitted with the bid, and the Purchase Order, will become the Contract.

Addenda: Any inquiry by a prospective bidder, whether informational only and not modifying the bid, or a question which may modify the Bid terms, conditions or understanding of the document, will be responded to by the Purchasing Specialist or Purchasing Specialist in the form of a written Addendum. All potential bidders of record will be notified by email only. Interested Bidders/Proposers are solely responsible for obtaining all relevant documents for CCPS solicitations, including, but not limited to: ITB/RFP/RFI documents, addenda, attachments, drawings and appendices. Information and documents may be posted on the due date of the solicitation.

Access to Technical and Pricing Information: It is impractical to furnish a list of bids received from other bidders during the solicitation process. Bid submissions may not be reviewed by others until after the award of the Contract. Those wishing to review submittals from competitors must file a Maryland Public Information Act to request the specific information wanted unless the data is marked appropriately “Confidential” by the bidder. Contact the Purchasing Specialist in writing only with any such request.

Bidders/Contractors must give specific attention to the identification and clearly marking of those portions of their bid submittals they deem to be confidential, contain proprietary information or trade secrets and provide justification of why such materials, upon request, should not be disclosed by CCPS under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Blanket requests for the entire bid to be held confidential will not be considered.

CCPS must determine, in its sole discretion, which (if any) portions of the Bidder’s bids must be confidential. It is the responsibility of the Bidder to clearly mark such information (pages) as “Confidential”. Failure to clearly identify confidential, proprietary or trade secret information will be an indication to CCPS that the entire bid/proposal is available for public disclosure.

Alternate Offers: The Owner reserves the right to evaluate the quality of items offered as alternate or equal, and further reserves the right to reject any or all items judged not approved.

Anti-Bribery: All proposed submissions must include a completed, signed, notarized “Anti-Bribery Form.” Signing the form certifies full compliance with Maryland State Procurement Article 21, Section 3-405.

Brand Identification: Some of the items contained within this bid are qualified product specification. Bidders must propose on the specific name brand items requested for those items. Deviations from this requirement will not be considered. When no brand is listed or the term “or equal” appears, the bidder may offer a price on any brand that meets specifications. The brand on which the price is offered must be stated in the proposed documents and cannot be changed during the contract period without the permission of an authorized representative of the CCPS Purchasing Department; however, when a specified brand or model number is offered, that brand and model number must

be clearly indicated in the space provided with each line item. Failure to clearly identify any item may result in its rejection.

Calendar Days: Where the solicitation requires the bid to state a number of days, or to submit a milestone chart, the days used must be calendar days unless otherwise specified.

Certification of Compliance: The Owner requires compliance with the applicable provisions including any amendments thereto and implementing regulations resulting from the following Acts:

All Contracts: Energy Policy and Conservation Act (P1 94-163); Provision of the Occupational Safety and Health Act and the standards and regulations including amendments issued thereunder; the National Occupational Safety and Health Act Provisions of the Fair Labor Standards Act; and Attachment O of OMB Circular A102.

Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375; Department of Labor Regulations (41 CFR Part 60).

Contracts in excess of \$100,000:

Section 306 of the Clean Air Act (42 U.S.C. 1857) (h); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15).

Contracts involving Research, Developmental, or Experimental work: The requirements established in USDA regulation, 7 CFR Part 3015.175 concerning USDA rights to copyrights, patent rights, and rights to data and reporting of discoveries and inventions.

Certification Of Tax Payment: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

Corrections: All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten next to the crossed out error. Any correction must be initialed in ink by the person making the correction. All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and must be printed in ink or typewritten.

Debarment Disclosure: If a bidder has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the bidder must disclose that information in its bid. All bid submissions must include a completed copy of the "Debarment" form included in the bid packet. Failure to complete and submit the "Debarment" form may cause the bid to be rejected as non-responsive.

Decimals: Any extended prices on invoices must be rounded to the nearest whole cent (5 or greater must be rounded up and 4.9 or less must be rounded down) in U.S. Dollars unless instructed otherwise in the specific conditions.

Delivery of Bid Submission:

Time: Offers received after the time and date stated on the Invitation for Bidder will be retained, unopened, in the Purchasing Office. Postmarks or dating of documents will be given no consideration in the case of late bids. A bid will be considered received when it is delivered to the Purchasing Office.

Method: Bids delivered in Federal Express, UPS, or any other such deliverer's envelope must be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid to be inadvertently opened.

Dispute Resolution: Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means. Any ADR hearing or arbitration will take place in the State of Maryland.

Duty to Examine: It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its bid for accuracy and determine if an addendum has been issued before submitting the bid. Lack of care in preparing a bid must not be grounds for withdrawing the bid after the proposed due date and time, nor must it give rise to any contract claim. Bidders must acquaint themselves with the products, services and scope of work and with any problems attached thereto.

Exceptions to Terms and Conditions: A bid that takes exception to a material requirement of any part of the solicitation, including a material term or condition, may be considered a non-responsive bid and unable to be awarded.

Facsimile or Telegraphic Offers: All bids must be delivered in a sealed envelope with originals signed by an officer capable of committing the offeror to contractual relationships. Faxed or e-mailed bids are not acceptable and must be rejected.

Governing Law and Dispute Resolution: Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

Informalities: Any informality must be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of a bidder to provide it would have no impact on the outcome of the bid. In such cases, the bidder failing to supply the information may be given a specified period of time to comply. If the bidder fails to comply in that time period, the bid will be rejected as non-responsive. No award will be made unless all required information is received by the Owner.

Insurance Requirement: If insurance has been indicated as being a requirement of the bid award, the Contractor must not commence work until the coverages at the levels required have been obtained, at their own expense as required herein in the "Insurance Requirements" section and such insurance has been approved by the Owner; nor must the Contractor allow any subcontractor to commence work on their subcontract until all equivalent insurance coverages required of the subcontractor has been obtained and approved by the Owner.

Minority Business Enterprises: Minority Business Enterprises are encouraged to participate in this bid.

Non-collusion: All proposed submissions must include a completed "Non-Collusion Affidavit." By signing the "Offer and Acceptance Form" the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.

Offer and Acceptance Form: By signing the "Offer and Acceptance Form" or other official contract form, the bidder certifies that the price is offered without prior understanding, agreement, or connection with any corporation, firm, or person submitting a price for the same products/services. The bidder certifies that he understands that collusive proposing is a violation of federal/state law.

Offer Acceptance Period: Bids are an irrevocable offer for 90 days after the bid opening time and date.

Original Signature: The “Offer and Acceptance Form” with an original signature by an authorized individual must be submitted with the bid. The original signature signifies an unequivocal intent to be bound by the bid and its terms and conditions. Failure to submit a completed, signed “Offer and Acceptance Form” must cause a bid to be considered non-responsive.

Bid Prices and Delivery: All proposed prices must be FOB delivered to the location(s) indicated in the Specific Conditions and must be total net price. Items delivered from this bid are the Contractor’s responsibility until they are delivered to, and accepted by, participating jurisdictions on their premises.

Protests: All protests must be in writing and must be delivered to the Purchasing Specialist at the address listed on the Invitation to Bidders. A protest of a solicitation must be received by the named individual before the offer due date. A protest of a proposed award or of an award must be filed in writing only within ten (10) days after the protestor knows or should have known the basis of the protest.

A protest must include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the solicitation or bid number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- The form of relief requested;

Purchaser’s Right of Selection: The Owner reserves the right to accept this bid in part, in whole, or in any way in which the Board of Education determines it will best serve its purposes. The Owner reserves the right to reject any and all bids that comply with these specifications, or to accept a higher bid that complies provided that in the judgment of the Board of Education, the items offered under the higher bid have additional values or functions that justify the difference in price. The Board of Education reserves the right to waive any informality in bids received when such waiver is in the interest of the Board of Education. The Board of Education reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature.

Quantities: The quantities, if given, are intended only as a guide and are accurate to the best of our ability to forecast future requirements. However, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as a minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner

Receipt of Bids: Bids will be received until the time and date indicated in the “Notice to Bidders”, in the Administrative Offices, in the George Washington Carver Education Leadership Center, 201 Booth Street, Elkton, MD 21921.

Should the Administrative/Central Office close due to an unexpected circumstance, the bid opening will be held the next business day, **January 17, 2019, 2:00 PM (ET) Local time** Note: The closing of schools does not constitute the closing of the Central Office Building. Please see the CCPS (www.ccps.org) website for further details.

Receipt and Opening of Bids: Sealed bids for furnishing and delivering the items and services, as required by the participating jurisdictions, as set forth in the following Instructions, General and Specific Conditions, Specifications or Bid Forms will be received until the day and hour, stated herein. The person, firm, or corporation making such bid must submit it in a sealed envelope addressed to the Purchasing Specialist, Cecil County Public Schools on or before the day and hour stated herein. The envelope must be identified and prominently marked with the name of the firm or company

making such bid and plainly marked with the title of the bid as indicated in the Specific Conditions for which the bid is submitted, the date and the time the bid is due, and must show the bid identification number. No responsibility will attach to the Owner for the premature opening of a bid not properly addressed and identified.

Registered to do Business in the State of Maryland: Pursuant to Section 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland must be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in the State, a foreign corporation must qualify with the State Department of Assessments and Taxation.

Review, approval or CCPS acceptance: Products and services, nor payment for, any of the services required under this contract must be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor must be and remain liable to CCPS in accordance with applicable law for all damages to CCPS caused by the Contractor's negligent performance of any or the services furnished under this contract.

Rights and remedies: Provided for under this contract are in addition to any CCPS rights and remedies provided by law. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder must call the attention of the applicable CCPS designee(s) to such conflict for a decision before proceeding with any work.

Samples: Do not submit samples with the bid. Samples of items offered may be required after the bid is opened. If samples are requested, they must be delivered within three (3) working days to the Purchasing Department, Cecil County Public Schools, 201 Booth St, Elkton, MD. Cecil County will not pay for, nor, return samples. Objective and subjective tests may be applied in deciding whether a product is acceptable.

Special Accommodations: Any bidder needing special accommodations to attend the bid opening should notify the Purchasing Office, at (410) 996-5429 no later than one (1) week prior to the published bid opening date.

Taxes: No charge will be allowed for federal, state, or municipal sales and excise taxes from which the Owner is exempt. Exemption certificates, if required, will be furnished upon request by the bidder. Nothing in these Instructions and Conditions must be construed as relieving the Contractor of their responsibilities in paying all applicable taxes.

Tie Bids: Place of business may be a consideration in cases where identical bids have been submitted and a failed attempt has been made to renegotiate a lower price between the bidders. The award will be made to: the Cecil County-based bidder, the out-of-county Maryland-based bidder, the out-of-state bidder, and by lottery following the preference order.

Time for Receiving Bids: Bids received prior to the time of opening will be securely kept unopened. The Purchasing Specialist or designee, whose duty it is to open them, will decide when the specified time has arrived. No bids received thereafter will be considered. All bids to be considered must be in the hands of the Purchasing Specialist or designee prior to the time set for the bid opening.

Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate must govern.

GENERAL CONDITIONS

Addenda: It is the bidder's sole responsibility to monitor the CCPS purchasing website www.ccps.org to ensure that they download any additional addendums or clarifications prior to submitting their bid or proposal and duly acknowledge receipt of and full understanding of said addendums on the proper bid submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the bid or proposal non responsive and ineligible to award. It is highly recommended that the submitting bidder ascertain if they have received all the addendums posted prior to submitting their bid/proposal. Failure of any bidder to obtain any such addendum or interpretation must not relieve the bidders company from any obligation under their proposal as submitted.

Adjustments to Contract: After award of the Contract, questions and correspondence relative to requests for deviation from "Instructions to Bidders", "General Conditions", or the "Specific Conditions" of the Contract must be directed to the Purchasing Department. In the event that the Contractor is unable to deliver as a result of strikes or acts of God, the Contractor must be held responsible for securing temporary relief in the delivery of the items contracted through such means as may be acceptable to and in agreement with the Purchasing Department, for those goods and services that are necessary for the day-to-day conduct and function of the Board's programs. Any change permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.

Advertising and Promotion of Contract: The Contractor must not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an authorized representative of the participating jurisdiction affected.

Application: It is understood and agreed to by the Contractor that this Contract is entered into solely for the convenience and economical advantage offered to the Owner.

Assignment and Delegation: The Contractor must not assign any right nor delegate any duty under this Contract without the prior written approval of an authorized representative of the participating jurisdiction affected.

Authority: This Contract is issued under the authority of the Owner. Changes to the Contract including the addition of work or materials, the revision of payment terms, or the submission of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments, must be void and without effect, the Contractor must not be entitled to any claim under this Contract based on those changes.

Bidder's/Proposer's Obligation: Bidder's/Proposer's must abide by and comply with the true intent of the Bid and Specifications and not take advantage of any unintentional error or omission, but must fully complete every part as the true intent and meaning of the specifications, as decided by CCPS, and as described herein. Deviations, exceptions, alternates, etc., in the bid submission may render the bid as non-responsive.

Compliance with Applicable Law & Regulations: The materials and services supplied under this Contract must comply with all applicable federal, state, and local laws and the Contractor must maintain all applicable licenses and permits.

Contract Inception: A bid does not constitute as a contract nor does it confer any right on the bidder to the award of a contract. A contract is not created until the bid is accepted in writing by an authorized representative of the Board of Education.

Damage: The Contractor must be held responsible for, and must be required to make good at its own expense, any and all damages done or caused by it or its agents in the execution of this contract.

Determination of Grade: Owner reserves the right to award an item and/or service to other than the lowest bid if, in its judgment, there is sufficient reason to believe that another will better serve the best interests of the Board of Education Of Cecil County, whether based on objective test, subjective test, or experience.

Drug Free Environment Policy: The Cecil County Public Schools is supportive of “America’s War Against Drugs” and committed to a drug free workplace. The system further realizes that the abuse of drugs impacts adversely upon the high standards of safety, security and productivity that we expect of all employees, contractors, subcontractors, consultants, and all other persons on the property of the Board of Education of Cecil County. Contractors are advised that the Cecil County Public Schools prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol on school premises or as part of any of its activities. Compliance with this regulation is a condition of award.

Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications for Persons With Uncontrolled Access to Students: Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause. Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, a Contractor or Subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or

- c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article
- d. if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

Authorized staff must solemnly declare and affirm by Signature, under the penalties of perjury that the contents of the Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications Affidavit are true and correct to the best of their knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator / child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

eMaryland Marketplace: It is required that all proposers be registered with eMaryland Marketplace to receive an award of a bid. If not already registered, proposers may register at the following website: <https://emaryland.buyspeed.com/bs/>

Examination of Bid Documents: Each bidder must examine the bid documents carefully and must make a written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which Bidder/Proposer may discover. Any interpretation or correction required will be issued as an Addendum by the Owner. Only a written interpretation or correction by an Addendum document must be binding. No bidder must rely upon any interpretation or correction given by any other method.

Any interpretation or correction of any ambiguity, inconsistency or error therein which Bidder/Proposer may discover, concerning the terms, conditions, specifications or verbiage contained in the solicitation document must be submitted in writing only, within (5) five business days of the date of the Bid opening.

Prospective Bidders and Proposers may obtain solicitation documents from www.ccps.org or <http://www.ccps.org/Page/458> Prospective Bidders and Proposers are encouraged to review the CCPS website frequently to learn of any changes that may be made. **Interested Bidders and Proposers are solely responsible for obtaining all relevant documents for CCPS solicitations, including, but not limited to an: Invitation to Bid (ITB), Request for Proposal, (RFP) or**

Request for Information (RFI) documents, Addenda, Attachments, Drawings and Appendices. Information and documents may be posted on the due date of the solicitation.

1. Failure of any bidder to receive such addenda or interpretation must not relieve any obligation under their bid as submitted.
2. The Bidder must be responsible for verifying all existing conditions, quantities, dimensions and limitations under which work is to be performed.
3. No allowance will be made to any Bidder because of lack of knowledge of the bid documents.

Force Majeure: Except for payments of sums due for products delivered to and accepted by the, participating jurisdictions no party must be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God: fire; flood; or other similar occurrences beyond the control of the Contractor or the participating jurisdictions.

Gifts and Gratuities: Acceptance of gifts from Contractors and the offering of gifts by Contractors are prohibited. No employee of the Cecil County Public Schools purchasing products under provisions of the Contract issued as a result of this Invitation For Bid must accept or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

Governing Law/Disputes: The contract must be governed by the law of the State of Maryland and nothing in this contract must be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact must initially be referred to the CCPS Contract Manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Manager that is not disposed of by agreement must be referred to the Purchasing Specialist, CCPS, who must reduce their decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of CCPS must be final and conclusive.

Interpretation of the term "Approved Equal": The Owner reserves the sole right to evaluate the quality of items and services offered as an alternate or an approved equal, and further reserves the right to reject any or all items judged not approved.

If a clarification of the Instructions, Conditions or Specifications is requested, the prospective bidders' question(s) must be made in writing to the Purchasing Department of the Cecil County Public Schools not later than the questions due date and time (deadline) noted in the Notice to Bidders document. Inquiries must be sent to Kay Porter, Purchasing Specialist procurement@ccps.org. An acknowledgement of receipt of the e-mail inquiry will be sent by return e-mail to the sender. If no acknowledgement e-mail is received within one business day, please fax your inquiry to the Purchasing Department at 410-996-5137.

Method of Bid: Bids must be submitted on the basis of individual items and/or services as specified according to the pricing structure for CCPS requirements on the Bid Form. A unit price must be given for each item or service and the total unit price of each item must be extended, if appropriate, unless a lot price is requested. In case of discrepancy between unit price and total price, the unit price must prevail. Prices quoted must be FOB destination and will include all delivery costs. Invoices must not include Federal Excise or State Sales and Use taxes, or any other taxes from which CCPS is exempt. Exemption certificates will be furnished upon request. Mandatory taxes from which CCPS is not exempt must be paid directly to entity on behalf of CCPS by award bidder. Bids must not be withdrawn or altered for a period of sixty (60) days after the opening thereof.

Occupational Safety and Health Acts: Contractor(s) who perform any work under this Contract must fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Section 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973, and any regulations pursuant thereto.

Order of Precedence: In the event of a conflict in the provisions of this solicitation, the following must prevail in the order set forth below:

- 1) Specific Conditions
- 2) General Conditions
- 3) Specifications or Scopes of Work and/or Services
- 4) Documents referenced in the solicitation
- 5) Instructions to Bidders

Owner's Right to Purchase from Other Sources: For failure to meet specifications, delivery schedules, and/or poor administrative or operational procedures or for any other just cause, the Owner reserves the right to purchase from another vendor and charge the Contractor for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor. The Contractor will be responsible for any and all additional costs occasioned thereby.

Payment: Payment must be made within thirty (30) days after receipt of the original and two (2) copies of correct invoice/statements properly supported by signed delivery receipts.

Plan for Utilization of Minority Contractors: Consideration for the award for the contracts for school buildings, improvements, supplies, or other equipment must be given to the lowest responsive and responsible bidder who conforms to specifications with consideration for award given to:

- The quantities involved;
- The time required for delivery/completion of work;
- The purpose for which the bid is required;
- The competency and responsibility of the bidder;
- The ability of the bidder to perform satisfactory service; and
- The plan for the utilization of minority contractors. If a bidder's company plan exists, bidders are instructed to provide this internal plan with their bid submittals.

Price Adjustment: All unit prices and rates quoted must remain firm during the term of the Contract unless noted otherwise in the Specific/Special Conditions section.

Product Protection Guarantees: Our school district requires 'automatic' product/service protection recourse against suppliers for safety. The supplier whose name and address appear in the bid submittal is the responsible party. Contractors are expected to take immediate action to correct any situation in which the integrity of products, services and safety is violated.

Qualification Of Bidders: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder must furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Quantities: This may be an indefinite quantity solicitation. However, if estimates are listed: one-time or annual quantity estimates or dollar volume(s) indicated in this document are intended as a guide and are considered to be rather accurate, but are estimates only. The quantities are based on the previous year's quantities/usage as well as current deliveries and are accurate to the best of our

knowledge and ability to accurately forecast future usage. However, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as minimum or maximum. The contract must be for the actual quantities for the contract period.

Record Retention: The Contractor agrees to retain all books, records, and other documents relative to this agreement for three years after Contract close out and final payment. Each district, its authorized agents, and /or federal/ state representatives must have full access to, and the right to examine, any of said materials during the Contract period. If an investigation or audit is in progress, records must be maintained until stated matter is closed.

Royalties & Patents: The Contractor must pay for all royalties and patents and must defend all suit or claims for infringement on any patent right and must save the Board of Education harmless from loss of account thereof.

Severability: The provisions of this Contract are severable. Any instruction, term, or condition deemed illegal or invalid must not affect any other instruction, term, or condition of the Contract.

Standards of Identity: All products must conform to U.S. minimum standards of identity as required by State and Federal regulations. Failure to comply places the Contractor in violation of the Contract with the Board of Education, as well as State and/or Federal Law.

Subcontracts/Assignment: The Contractor must not enter into any subcontract or assignment under this Contract without the advance written approval of an authorized representative of the Cecil County Public Schools. The subcontractor must, by reference, incorporate the Instructions, Terms, and Conditions of this Contract.

Termination of Contract: The contract may be terminated for cause by any or all of the parties upon issuance of written notice thirty (30) days prior to the intended date of termination.

The Owner may terminate the Contract at any time based on:

1. The Contractor's failure to supply the required quantity and /or quality of product and services.
2. Poor contractor performance, poor administrative procedures and numerous failures by the Contractor to remedy the problems.
3. Any reason the Owner deems serious enough to warrant cancellation of the Contract.
4. If the Owner terminates the Contract for Cause or Convenience, the Contractor must not be entitled to further compensation for uncompleted or incomplete deliveries. Should the Owner be required to seek other sources of supply and the cost to the Owner exceeds the unpaid balance, the Contractor must be liable for the additional cost incurred by the owner.

The Contractor may terminate the Contract based on:

1. Issuance of an order of a court or other public authority having jurisdiction requiring the Contractor to terminate the Contract.
2. An act of government making material unavailable.
3. Unanticipated circumstances beyond the control of the Contractor.

Any of the above notices must be submitted by the Contractor in writing within seven (7) days of the event and accepted as valid by the Board of Education before any relief will be given to the Contractor.

Testing: Owner may, at its discretion, have random samples of product tested by an independent testing laboratory to ascertain if the product is, in fact, as represented by the Contractor. If it is established that the product is not as represented, the cost of testing, as well as any additional cost of replacing the product or any damage shown to be caused by the inferior product, as reasonably determined

by CCPS, must be the responsibility of the Contractor. If it is indicated that the Contractor knowingly furnished a product that did not meet the standard offered, the Contractor may be disqualified from future bids.

Waiver and Rejection Rights: Notwithstanding any other provisions of the solicitation, the Owner reserves the right to:

- Waive any immaterial defect or informality,
- Reject any and all offers or portions thereof, and/or
- Cancel a solicitation.

End of Section

SPECIFIC CONDITIONS

Intent: These specifications are intended to cover the delivery requirements of propane gas on a per gallon basis. The Contractor must furnish the propane gas called for in the bid form, to one or more tanks, at multiple sites throughout Cecil County, MD. A list of schools, together with the tank capacity and approximate number of gallons to be used are shown as part of the Bid Form TANK SIZE AND USAGE. The contract will be awarded to the lowest responsive/responsible bidder provided that the bid price is reasonable and it is in the best interest of the Owner to accept it.

Term of Contract: This contract will be effective approximately February 12, 2019. This contract will be in effect for approximately one (1) year. At the conclusion of the initial one (1) year term, upon mutual agreement between the Owner and Contractor, the contract may be renewed annually for up to three (3) one-year additional extensions.

Prices are based on the *(OPIS) – Daily Electronic Version Propane. LP-GAS WATCH, U.S. and Canada Spot LP Mt. Belvieu TX Propane – Contract Average Price from the Daily Ending Benchmark* at the day of delivery. All prices are expected to remain firm during the term of the contract; however prices may be subject to a negotiated adjustment to reflect an increase or decrease. Such negotiated adjustments will be considered only upon written request thirty (30) days before the one-year additional extension.

Cecil College: Cecil College propane usage is added to the language of this bid; however, Cecil College will enter its own agreement with the contractor and this contract must be binding only upon the principals signing such an agreement.

Award of Bid: Owner may at any reasonable time perform testing of the propane. Owner will be the sole judge in awarding the contract after consideration of such factors as total contract price, experience, qualifications, capability to provide satisfactory service, condition of facility and equipment, and any other criteria deemed important by the Owner. It is the intent of Owner to award this contract to a single Contractor who must serve Cecil County Schools and Cecil College.

Owner will base the bid award on the unit prices on the Bid Form propane using the quantities shown on the Bid Form. However, the actual quantity of propane may vary. Owner is not obligated to any minimum or maximum quantity or total amount under this contract and will pay only for actual services rendered.

The award will be made based on the “Estimated Annual Cost” as shown on the bid form.

Any assignment or delegation of the rights and obligations of this contract, in whole or in part, or any other interest hereunder without Owner's written consent is void.

Bidder Qualifications: The Owner may make such investigations as it deems necessary to determine the ability of any bidder to satisfactorily fulfill the obligations of this contract. The bidder must furnish upon demand all information and data requested for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by the bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Any information requested must become part of the evaluation of this bid, and must remain confidential if requested by the bidder.

Information requested may include, but not be limited to the following:

1. Financial condition
2. Number of years in business
3. Number of employees, vehicles, equipment, etc.
4. References
5. Number and status of current contracts
6. Inspection of facilities.

If it is the intent of the bidder to utilize a third party to deliver the product, the third party must be listed on the bid form. The Owner may request similar information on the third party. Should the Owner decide that the third party is unacceptable, the successful bidder will have the option to withdraw from the contract or utilize a third party that is acceptable to the owner at no additional cost to the Owner.

In order to facilitate this qualification, the bidder is required to complete the attached "Contractor Qualification Form". Failure to complete this form may eliminate the bidder from consideration for bid award.

Federal and State Laws: Contractor is required to comply with all applicable Federal and State of Maryland laws and regulations regarding petroleum products, including but not limited to, EPA, MDE, OSHA, MOSH, MDOT, DOT.

Federal Energy Office: Successful Contractor agrees to work with the Owner and file all forms necessary with the Federal Energy Office to assist the Owner in obtaining a guaranteed quantity of propane sufficient to meet their projected needs.

Reservations: The Owner reserves the right to terminate this contract if in its opinion there is a failure at any time to perform faithfully the requirements of the contract or if there is any attempt to impose upon the Owner a product inferior in quality.

New/Discontinued Locations: New buildings opened during the contract period and/or additional locations at existing buildings are entitled to be serviced subject to all conditions of the bid. Buildings closed and/or locations no longer requiring service during the period may be dropped from the contract.

Preferential Treatment: In the event of extended inclement weather, supplier shortages, or any other circumstances in which the Contractor must decide on a priority schedule of delivery, Contractor agrees to provide for the needs of the Owner prior to maintaining its other customer obligations.

Indemnification: The Contractor covenants to save, defend, keep harmless and indemnify the Owner and its elected and appointed officials, agents and employees from and against and all claims, loss, injury, cost (including court costs and attorneys' fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's or any Subcontractor's performance or non-performance of the terms of or obligations under the Contract. This indemnification must continue in full force and effect after termination of the Contract for a period of two years after final payment by the Owner for propane supply and delivery operations and/or services provided under the Contract.

Insurance: The Contractor must not commence work until insurance is obtained at their own expense as required in Section "Exhibit A" and such insurance has been approved by the Owner; nor must the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

Additional Charges: No additional charges other than those indicated on the Bid Form will be permitted.

Service Calls: The Contractor must have sufficient personnel and equipment available to handle all service calls within two (2) hours of notification. In no instance can a service call wait until the next day. If a location is out of propane, delivery must be immediate. Service calls placed by the Owner must be received by an office located within a fifty (50) – mile radius of Cecil County.

Propane Specifications: The minimum specification for all propane delivered under this contract must be as listed and must adhere to all local, state and federal regulations concerning propane content, emissions, safety, etc. and must take precedent any other specifications. All propane must conform to current sulfur-content laws of Maryland. Propane must meet specifications as defined in A.S.T.M. (*American Society for Testing Materials*) D975.

Sample and Analysis: The Contractor, when requested, will be required to supply a certified analysis of all propane delivered to their terminal during the life of the contract. Such samples must be tested at the Owner's expense for conforming to specifications. These test findings must be considered final and factual as to deliveries made. If any propane delivered under this contract fails to conform to the specifications set forth above, the Contractor must be notified and he must be required at the discretion of the Owner either to (1) forthwith remove the petroleum and replace it with propane of quality equal to the appropriate specifications, or (2) accept in full compensation therefore such amount as the Owner determines to be the value of the product delivered, minus the damages caused by the sub-standard delivery.

Owner's Right to Purchase Propane from Other Sources: For failure to meet delivery schedules, delivery of faulty propane not meeting specifications, continuous property damage, poor administrative procedures or for any other just causes, the Owner reserves the right to cancel any and all contracts. In case of default of the Contractor, the Owner may, after notice has been given in writing, procure the necessary propane or services from other sources and hold this Contractor responsible for any and all additional costs occasioned thereby. If the Contractor allows a location to run out of propane, and cannot make delivery within a reasonable time after being notified, Owner reserves the right to purchase the propane from a local vendor, and charge the Contractor for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor.

Source of Supply: The bidder in their proposal must state the source of supply for the propane for which he proposes to deliver. Bids must indicate brand and grade names or numbers with sufficient description to enable the Owner to determine the quality or character of the product on which the bid is based. The named supplier must be the only supplier to be utilized during the life of this contract unless the Contractor must notify the Owner in writing, two weeks in advance of any change in supplier necessitated during this contract. The Owner must give written approval before any change in supplier will be permitted. A copy of the supplier's invoices must be provided upon written request from the Owner at any time during the life of the contract, as proof of the supplier being utilized.

Quantities: The approximate quantities required are reflected in the attached bid form. These quantities are to be regarded as estimates rather than exact. The figures have been based upon consumption of previous years and must not be construed as either minimum or maximum. The contract must be for the actual quantity ordered or required by, or for, the Owner during the life of the contract. In all cases, the Contractor is required to deliver the propane as needed by the schools. **THE CONTRACTOR MUST KEEP AN ADEQUATE SUPPLY OF PROPANE AT EACH POINT OF DELIVERY AT ALL TIMES.**

Locations: Locations and tank sizes indicated after the BID FORM, pages 33 and 34..

Care of Site: The Contractor must, during the life of this contract, keep the building and/or premises clean. Any damage to the building and/or premises by the Contractor must be repaired, or any propane spilled or released other than into the proper storage tank must be cleaned up at the Contractor's expense to the satisfaction of the Division Head, Plant Facilities of the Cecil County Public Schools. In the event of a spill it will be the Contractor's responsibility to contact the Maryland Department of the Environment and to comply with all Federal and State laws and regulations related to such spills. Any masonry or sod, that has been damaged through spillage of propane, or by the contractor's vehicle must also be removed and replaced at the Contractor's expense. The Contractor must replace all covers, caps, and all other fittings removed or opened to permit the delivery of propane to tanks.

Time of Delivery: Deliveries will only be accepted Monday through Friday, 7:00 a.m. to 3:00 p.m. of normal working days. Deliveries after 3:00 p.m. and before 7:00 a.m. are not acceptable, except in emergencies or except upon prior agreement with the principal of the school.

Proof of Delivery: The Contractor must be required to provide "Proof of Delivery" for each delivery. A certified, metered delivery ticket signed by the custodian or the principal in charge at the point of delivery must be submitted with the invoice. One copy of the delivery ticket must be left at the point of delivery and a second copy must accompany the invoice vouchers and must show the date of delivery, gauge and/or meter readings before and after delivery. **Before putting propane in the tank, the driver must notify the school office.**

Maintain 50% Capacity: Contractor agrees to keep tanks filled to at least 50% of capacity **at all times.** In the event propane supply is exhausted, Contractor agrees to deliver propane and put burner in operable condition, assuming responsibility for cost of starting burner due to the lack of propane. Contractor will be responsible for any and all additional costs incurred by the Owner, which are the direct result of the Contractor's failure to maintain a minimum level of 50 percent (50%) in any and all tanks.

Automatic Delivery: **For first delivery at each location, Contractor will be notified by the CCPS Facilities/Operations Department. All subsequent deliveries to each location are the Contractor's responsibility and the CCPS Facilities Department. NO BIDS WILL BE ACCEPTED THAT REQUIRE OWNER NOTIFICATION TO CONTRACTOR THAT PROPANE IS NEEDED.**

Bids Requiring Minimum Gallons: No bid requiring minimum gallons to be delivered at one time will be accepted. There will be no additional charges allowed for delivery or take-back.

Equipment: Contractor must acquaint themselves with all delivery and tank locations and by submitting a bid indicates that he has done so and that he is able to make deliveries to each tank and location with no problem. Transport companies must have suitable modern equipment and be able to supply the type of service needed to keep all locations in operation in any kind of weather.

Responsibility for Supplies Tendered: The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, and the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractors promptly after notification of rejection. Upon failure to do so within five (5) days after date of notification of rejection, the Board of Education may return the rejected materials or supplies to the contractor at their risk and expense.

Billing/Invoices: The Contractor must provide a Line Item Invoice for each delivery. Failure to invoice as required will delay invoice payments. All invoices must be sent to the Purchasing Department or their designate for payment.

- **Invoices:** Line Item Format must include the following for all locations: Name of Company and Contact Information, Delivery Date, Due Date, Item#/Description, Quantity, Unit Price, UOM, and Grand Total.

Procurement Administrator: Kay Porter, Purchasing Specialist, will administer the solicitation process and will be the point of contact for all communication purposes of this solicitation. All bid related questions and inquires must be sent in writing by email only to procurement@ccps.org. Responses will not be made to telephone, faxed or mailed inquires.

Bid Price: The contract delivered price must be a fluctuating price calculated using a deviation - plus or minus - from the (*OPIS*) – *Daily Electronic Version Propane. LP-GAS WATCH, U.S. and Canada Spot LP Mt. Belvieu TX Propane – Contract Average Price from the Daily Ending Benchmark* For the purpose of this bid, all bidders must use the posted price for **December 14, 2018**, price as listed in *OPIS* as their base to arrive at the bid price (price addressed for per gallon price).

Price must increase or decrease according to the fluctuation of the above stated posting with the bidder's delivery cost applied. The delivery cost factor, which remains constant during the term of the contract, indicated on the bid form must include all costs related to the handling and delivery of propane to the various sites.

Price will be bid by the following figures:

- (1) OPIS Propane Posted Price
- (2) Contract Delivery Cost (+ or -)
- (3) Delivered Price per gallon (total of the above two figures)

Topping: The contractor must 'top' the tanks at the Owner's request at no additional cost.

Furnished in this Bid Package: Furnished in this bid package is the following:

1. One copy of – Notice to Bidders
2. One copy of – Instructions to Bidders
3. One copy of – General Conditions
4. One copy of – Specific Conditions
5. One copy of – Offer and Acceptance Form
6. One copy of – Anti Bribery Form
7. One copy of – Debarment Certification Form
8. One copy of – Non Collusion Affidavit
9. One copy of – Registered Sex Offender Certification
10. One copy of – References
11. One copy of – Bid Form

To be returned with Offer: The following must be returned as an offer complete with original signatures (2 completed sets - 1 original/1 copy):

1. One copy of – Notice to Bidders
2. One copy of – Offer and Acceptance Form
3. One copy of – Anti Bribery Form
4. One copy of – Debarment Certification Form
5. One copy of – Non Collusion Affidavit
6. One copy of – Registered Sex Offender Certification
7. One copy of – References
8. One copy of – Bid Form

ND OF SECTION

INSURANCE REQUIREMENTS

11.1 “Contractor’s Liability Insurance”

Sub-paragraph 11.1.1, 11.1.2, and 11.1.3 must be deleted in entirety from the General Conditions and replaced with the following:

11.1.1 General Insurance Requirements

.1 The contractor must not commence work until it has obtained at their own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor must the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the contractor. Approval of insurance required of the contractor and subcontractors will be granted only after submission to the Owner of original, signed certificates of insurance or, alternately, at the Owner’s request, certified copies of the required insurance policies.

.2 The contractor must require all subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and workers compensation and employers’ liability insurance, in the same manner as specified for the contractor. The contractor must furnish subcontractors’ certificates of insurance to the Owner immediately upon request.

.3 All insurance required hereunder must include the following provision: “It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Owner.”

The phrases “endeavor to” and “... but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

.4 No acceptance and/or approval of any insurance by the Owner must be construed as relieving or excusing the contractor, or the surety, or their bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.

.5 Owner and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, must so state this. Coverage afforded under this paragraph must be primary as respects the Owner, its agents and employees.

.6 The Contractor covenants to save, defend, keep harmless and indemnify the County Board of Education and all of its elected or appointed officials, agents and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney’s fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the contractor’s performance or non-performance of the terms of the contract documents or its obligations under the contract. This indemnification must continue in full force and effect until the contractor completes all of the work required under the contract, except that indemnification must continue for all claims involving products or completed operations after final acceptance of the work by the Owner for which the Owner gives notice to the contractor after final acceptance of the work.

.7 The contractor must be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operations under the contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Owner.

.8 Insurance coverage required in these specifications must be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Owner must have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor must be liable to the Owner for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

.9 Contractual and other liability insurance provided under this contract must not contain a supervision, inspection or engineering services exclusion that would preclude the Owner from supervising or inspecting the project as to the end result. The contractor must assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

.10 If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Owner may be considered. Written requests for consideration of alternate coverages must be received by Owner at least ten working days prior to the date set for receipt of bids or bids. If the Owner denies the request for alternate coverages, the specified coverages will be required to be submitted.

.11 All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless Owner grants specific approval for an exception.

.12 The Owner will consider any deductible amounts as part of its review of the financial stability of the contractor. Any deductibles must be disclosed by the contractor, and any deductible amounts are the responsibility of the contractor.

For the duration of this contract, the contractor must purchase and maintain the below listed insurance as will protect themselves and the Owner from claims set forth below which may arise out of, or result from, the contractor's operations under the contract, whether on-site or off-site, or whether such operations be by the contractor or by a subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Without limiting the obligations or liabilities of the contract, the contractor must purchase the following coverages:

11.1.2 Contractor's Liability Insurance - "Occurrence" Basis:

.1 Commercial general liability with a minimum limit of \$3,000,000 per occurrence, \$3,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent contractors;
- iv. Products/completed operations to be maintained for two years after completion of the work;
- v. Contractual liability including protection for the contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards;
- viii. Board Form Property Damage including completed operations.

.2 Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$3,000,000 per accident (minimum statutory limits for uninsured motorists).

.3 Workers compensation with statutory benefits as required by Maryland law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$500,000 per accident, \$500,000 per employee for disease, and a \$500,000 disease policy limit.

.4 Total limit requirements of .1, .2 and .3 may be met by a combination of primary and umbrella excess liability coverages.

11.1.3 Commercial General or Other Required Liability Insurance - "Claims Made" Basis

.1 If commercial general or other liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates must evidence a retroactive date, no later than the beginning of the contractors' or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

End of Section

REFERENCES

Provide three (3) references from current or recent customers of a similar size and scope. Include references in the bid submittal. Please include name, address, telephone and fax numbers, email address and the name of contact person. Public agencies and K-12 public School system are preferred as references.

Reference #1

Brief Description of Organization:

Organization's name:

_____	(____) _____	_____
Representative's Name	Representative's Phone #	Email Address

Reference #2

Brief Description of Organization:

Organization's name:

_____	(____) _____	_____
Representative's Name	Representative's Phone #	Email Address

Reference #3

Brief Description of Organization:

Organization's name:

_____	(____) _____	_____
Representative's Name	Representative's Phone #	Email Address

_____	_____
Authorized Signature	Date

OFFER AND ACCEPTANCE FORM

Board of Education of Cecil County
201 Booth Street
Elkton, MD 21921

OFFER AND ACCEPTANCE

Ladies and Gentlemen:

We have examined and understand the Instructions and Conditions for the furnishing and delivering of **Bid #19-09: Propane**.

We agree to furnish and deliver those items for which our quote is accepted, in compliance with the terms, Instructions, and Conditions, contained herein, at the price set opposite each item on the attached Pricing Form.

Proposals are an irrevocable offer for sixty (60) days after the bid opening time and date.

COMPANY

ADDRESS

Date

Signature of Authorized Official

Telephone Number

Printed Name of Authorized Official

Fax Number

Title of Official

Taxpayer ID. Number

E-mail

e-Maryland Marketplace Vendor ID #

ANTI-BRIBERY FORM

STATE OF MARYLAND PROCUREMENT REGULATIONS: 1AC APPENDIX F PROCUREMENT GUIDELINES:

Procurement Article 21 - Section 3-405

Vendor/Contractor Disqualification - Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe must be disqualified from entering into a contract with any county or other subdivision of the State. Every business entity upon submitting a quote or otherwise applying for a contract must submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government.

TO BE COMPLETED BY BIDDER/CONTRACTOR

_____ affirms that it is in full compliance with the
aforementioned Maryland State Procurement Article 21, Section 3-405.

AUTHORIZED COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED TO, BEFORE ME,

ON THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION FOR
DEBARMENT CERTIFICATION)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTION FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction was originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant must provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it must not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions covered under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

NON-COLLUSION AFFIDAVIT

STATE OF _____ :s.s. COUNTY OF _____ :

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this quotation.

I state that:

- (1) The price(s) and amount of this quotation have been arrived at independently and without consultation, communication or agreement with any other Vendor/Contractor or potential Vendor/Contractor.
- (2) Neither the price(s) nor the amount of this quote, and neither the approximate price(s) nor approximate amount of this quote, have been disclosed to any other firm or person who is a Vendor/Contractor or a potential Vendor/Contractor; and they will not be disclosed before proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from quoting on this contract, or to submit a quotation higher than this quote, or to submit any intentionally high or noncompetitive quote or other form of complementary quotation.
- (4) The quote of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive quote.
- (5) _____, its affiliates, subsidiaries, officers, directors
(Name of my firm)
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to quoting on any public contract, except as follows:

I state that _____ understands and acknowledges that the above
(Name of my firm)
representatives are material and important and will be relied on by CECIL COUNTY PUBLIC SCHOOLS in awarding the contract(s) for which this quote is submitted. I understand, and my firm understands, that any misstatement in this affidavit is, and must be, treated as fraudulent concealment from CECIL COUNTY PUBLIC SCHOOLS of the true facts relating to the submission of quotation of this contract.

(Name and company position)

SWORN TO AND SUBSCRIBED, before me, this _____ day of _____, 20_____.

Notary Public My commission expires _____

Name of Company, Corporation or Firm

REGISTERED SEX OFFENDER / SEXUALLY VIOLENT PREDATOR / CRIMINAL BACKGROUND CHECK CERTIFICATION

Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Vendor/Contractor, the Award Vendor/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Vendor/Contractor and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. **Effective July 1, 2015**, amendments to 6-113 of the Education Article of the Maryland Code further require that the Vendor, Contractor, or Subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
 - c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

I do solemnly declare and affirm under the penalties of perjury that the contents of this Affidavit are true and correct to the best of my knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator / child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Name (Printed)

Title

Authorized Signature

Date

Name of Company, Corporation or Firm

BID FORM

**Board of Education of Cecil County, Maryland
 Purchasing Department
 201 Booth Street, Elkton, Maryland 21921**

CCPS Bid #19-09: Propane

Propane Bid # 19-09

We agree to furnish and deliver the items , in accordance with the accompanying Specifications, Terms and Conditions, for the prices listed below.

	Delivery Cost	Total	Estimated Gallons	Annual Cost
A. Tankwagon Delivery				
$\frac{\$0.8276}{\text{December 14, 2018 Posted OPIS Mt Belvieu Contract Avg. Price}}$	$+ \text{ _____ }$ Delivery Cost (Please indicate Plus or Minus)	$= \text{ _____ }$ Delivered Price per Gallon	$\times 34,796 \text{ Gallons}$	$= \text{ _____ }$ Total

BID FORM SIGNATURE SHEET

As the duly authorized representative of the Contractor to make this agreement on behalf of the Contractor for which I am acting, I hereby declare that I have carefully examined the documents. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract, and agree to complete all work as required to the satisfaction of Cecil County Public Schools.

Accept VISA for payment: ___ YES ___ NO. No Additional charges are allowed for VISA payments.

Acknowledgement of Addenda

I/We acknowledge receipt of the following Addenda (if issued):

Authorized Signature _____

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

*Note: Bidder must sign and submit Addenda with the proposal submission. The same person signing the Addenda acknowledgement(s) must sign the Bid Form.

Company/Contractor Name

Authorized Contract Representative

Address

Representative Phone # and Email

Address

Federal ID #

Authorized Signature / Date

Phone # and Email

Name Printed / Title

TANK SIZE AND ESTIMATED USAGE

Location	Number of Tanks	Tank Size	Estimated Usage
Bay View Elementary 910 North East Rd. North East, MD 21901	2	120	732
Calvert Elementary 79 Brick Meetinghouse Road Rising Sun, MD 21911	3	120,120,56	149
Cecil Manor Elementary 971 Elk Mills Rd. Elkton, MD 21921	3	1,000,120,120	2,161
Cecilton Elementary 251 West Main St. Cecilton, MD 21913	4	120,120,120,120	1,738
Charlestown Elementary 550 Baltimore St. Charlestown, MD 21914	4	500,120,120,120,	1,161
Chesapeake City Elementary 214 Third St. Chesapeake City, MD 21915	4	120,120,120,120,	1070
Conowingo Elementary 471 Rowlandsville Rd. Conowingo, MD 21918	5	120,120,120,120,120	1,208
Elk Neck Elementary 41 Racine School Rd. Elkton, MD 21921	3	500,120,120,	1,694
Gilpin Manor Elementary 203 Newark Ave. Elkton, MD 21921	2	120,120,	1,694
North East Elementary 301 Thomas Avenue North East, MD 21901	2	500, 1000	2,884
Thomson Estates Elementary 204 East Thomson Drive Elkton, MD 21921	3	250,250,250	170
Leeds Elementary 615 Deaver Rd. Elkton, MD 21921	7	500,120,120,120,120 120,120	4,146
Rising Sun Elementary 500 Hopewell Rd. Rising Sun, MD 21911	7	65,120,120,120,120, 120,120	2,945
Bohemia Manor Middle / High School 2755 Augustine Herman Hwy. Chesapeake City, MD 21915		500, 120,120,120,1000,	6,882
North East Middle 200 East Cecil Ave. North East, MD 21901	4	120,120,120,120,	2,271
North East High 300 Irishtown Rd. North East, MD 21901	1	120	354
Perryville High 1696 Perryville Rd. Perryville, MD 21903	1	330	672
Rising Sun High 100 Tiger Dr. North East, MD 21901	6	120,120,120,120,1000, 1000	2,559
Administrative Services Ctr. 900 North East Rd. North East, MD 21901	4	120,120,120,120	306

Cecil County College
1 Seahawk Drive, North East, MD 21901

Location	Number of Tanks	Tank Size	Estimated Usage
Technology Center Building	2	2000	2,326.6
English & Math Bldg.	1	2000	1,831.1
Facilities Shop	1	1000	522.182

Note: Please refer to page fifteen (15) of Specific Conditions as it relates to Cecil College.