

NOTICE TO BIDDERS
Refuse Collection Service
Worcester County Government Buildings

The County Commissioners of Worcester County are currently accepting bids for Refuse Collection service for twenty-three County facilities located throughout the County for a period of two years, with an option to extend for up to five years. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - Worcester County Government Center, 1 West Market Street, Snow Hill, Maryland 21863 or may be obtained online at www.co.worcester.md.us or by calling the Commissioners' Office at 410-632-1194 to request a package by mail.

Sealed bids will be accepted until 1:00 p.m., Monday, April 11, 2022 in the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. All sealed bid envelopes will be marked "**Refuse Collection Bid**" in the lower left-hand corner. After opening, bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities herein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with county contracts, or any other factors they deem appropriate. All inquiries will be directed to Michael N. Hutchinson, Maintenance Superintendent, at rn Hutchinson@co.worcester.md.us or at 410-632-3766.

INSTRUCTIONS TO BIDDERS

1. **BIDS**
Bids should be submitted in sealed envelopes that are clearly marked in the lower left-hand corner "**Refuse Collection Bid**".

2. **BID DUE DATE**
Bids should be mailed or hand carried to be received in the Office of the County Commissioners located at the Worcester County Government Center, 1 W. Market Street, Room 1103, Snow Hill, Maryland 21863 by or before **Monday, April 11, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered.

3. **SCOPE OF WORK**
To supply and (front end) service (empty-dispose of contents) the following size (cubic yard) containers for the collection and disposal of refuse at the below listed County locations per the schedule of occurrence.

SERVICE SCHEDULE:

ID	PROPERTY	ADDRESS	CY	OCCURRENCE
1	Snow Hill Library	307 N. Washington St., Snow Hill	4	2xMo.
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	8	2xWk.
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill	8	2xWk.
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	4	2xWk.
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	6	1 xWk.
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	4	1 xWk.
7	Ocean Pines Library	11107 Cathell Rd., Berlin	8	1 xWk.
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	6	1 xWk.
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	4	1 xWk.
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	6	1 xWk.
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	8	1 xWk.
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	6	1 xWk.
13	Animal Control	6207 Timmons Rd., Snow Hill	4	1xWk.
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	4	1 xWk.
15	Recreation Center	6030 Public Landing Rd., Snow Hill	8	1 xWk.
16	Parks Office	6022 Public Landing Rd., Snow Hill	6	1 xWk.
17	*West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	4	1 xWk.
18	Dental Clinic	107 William St., Berlin	2	1 xWk.
19	Fire Training Center	6743 Central Site Ln., Newark	2	1 xWk.
20	Firing Range	9200 Langmaid Rd., Newark	6	2xMo.
21	*Showell Park	11281 Racetrack Road, Showell	8	1 xWk.
22	Jail	5022 Joyner Road, Snow Hill	8	5xWk.
23	Bank St. Building	301-305 Bank St. Snow Hill	2	1 xMo.

*West Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April through November.

4. **SPECIFICATIONS**

- A. Contractor will be responsible for cleanup of refuse collection area, sidewalk, street or parking lot if during the handling of refuse containers breakage or spillage occurs. The County will be responsible for maintaining an acceptable collection area and access to the collection area.
- B. Normal maintenance and wear and tear on the refuse containers and any replacement of containers that have become damaged will be the responsibility of the contractor at no additional cost to the County. Contractor will keep all refuse containers in good working condition to keep out animals and inclement weather.
- C. A schedule for the collection of the refuse will be furnished to the County upon notification of bid award and is subject to approval by the County.
- D. All collected refuse will be disposed of by the collecting Contractor in accordance of all applicable code and in a facility licensed & permitted to collect this type of refuse. If Bidder intends to use a facility other than the Worcester County DPW Solid Waste Division's Central Site location, Bidder must state the alternate location on the Bid Form submitted.
- E. Contractor shall provide locking bars on the containers at the following locations: Snow Hill Library, Bishopville Isle of Wight Office Building, Ocean Pines Library, Berlin Dental Clinic, Showell Recreational Park.
- F. Contractor shall make all necessary arrangements with the Worcester County Sheriff's Office and the Worcester County Fire Marshal's Office to enter the gated compounds to access the containers at the Worcester County Firearms Training Center and the Fire Training Center both located in Newark, MD.

5. **CONTRACTOR INVOICES**

The Contractor must provide a monthly itemized invoice stating location, charge for container, and tipping fee charge to the DPW-Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863. These fees will not change for the stated bid duration unless there is a change in the County's tipping fees. Increased fees for services will only be approved upon written justification and with the approval of the County Commissioners. If the justification is approved, then the executed agreement will be amended by the County to reflect the required and approved changes.

6. **TERM OF CONTRACT**

This contract will be in effect for two years commencing with May 1, 2022 and ending April 30, 2024. The County Commissioners may elect to extend the contract for up to three additional years (years 3 through 5) based on the informational pricing stated on the bid form. All informational pricing submitted on the current bid form shall remain valid through year April 30, 2027. The above service schedule may be changed without cause if the County so elects. However, the County will provide 30 day advance written notice of its intent to revise the service schedule. Changes that may affect the contracted service may include but are not limited to; increase or reduction in the service sites, increase or decrease in dumpster size, and service occurrence per site.

7. **TAXES**

The County is exempt from all Federal and State taxes for direct purchase of supplies and materials. However, the County's tax exemption does not extend to the bidder for supplies and materials which the bidder must purchase to complete the work specified in the contract. Bidders prices should reflect the inclusion of federal and state taxes on purchased supplies and materials.

8. **INDEMNIFICATION**

The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

9. **INDEPENDENT CONTRACTOR**

- A. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance.
- B. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- C. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

10. **LICENSE and INSURANCE**

- A. Contractor will provide a valid copy of their company's business license applicable for the work described in this contract. A copy of their business license shall be included at the time of bid submission. The business license must be renewed and valid for the term of the contract.
- B. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- C. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- D. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- E. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- F. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

11. **STANDARD TERMS and CONDITIONS**

Separate of this bid document are the Standard Terms and Conditions for Worcester County. This document will be attached to the executed contract agreement. If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

12. **RESPONSIBILITY of CONTRACTOR**

- A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
- C. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

REFUSE COLLECTION BID FORM

YEAR 1-2 - PERIOD: May 1, 2022 through April 30, 2024

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	TWO-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$	24	\$
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$	24	\$
3	Courthouse/Gov. Ctr.	I W. Market St, Snow Hill	\$	24	\$
4	Snow Hill Health Dept	6040 Public Landing Rd., Snow Hill	\$	24	\$
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$	24	\$
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$	24	\$
7	Ocean Pines Library	11107 Cathell Rd., Berlin	\$	24	\$
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$	24	\$
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$	24	\$
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$	24	\$
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$	24	\$
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur HWY, Berlin	\$	24	\$
13	Animal Control	6207 Timmons Rd., Snow Hill	\$	24	\$
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$	24	\$
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$	24	\$
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$	24	\$
17	•WEST Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$	16	\$
18	Dental Clinic	107 William St., Berlin	\$	24	\$
19	Fire Training Center	6743 Central Site Ln., Newark	\$	24	\$
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$	24	\$
21	•Showell Park	11281 Racetrack Road, Showell	\$	16	\$
22	Jail	5022 Joyner Road, Snow Hill	\$	24	\$
23	Bank St. Building	301-305 Bank St. Snow Hill	\$	24	\$
GRAND TOTAL					\$

*West Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April through November.

REFUSE COLLECTION BID FORM
INFORMATIONAL - CONTRACT EXTENSION PRICING

YEAR 3 - PERIOD: May 1, 2024 through April 30, 2025

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	ONE-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$	12	\$
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$	12	\$
3	Courthouse/Gov. Ctr.	I W. Market St., Snow Hill	\$	12	\$
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$	12	\$
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$	12	\$
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$	12	\$
7	Ocean Pines Library	11107 Cathell Rd., Berlin	\$	12	\$
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$	12	\$
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$	12	\$
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$	12	\$
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$	12	\$
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$	12	\$
13	Animal Control	6207 Timmons Rd., Snow Hill	\$	12	\$
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$	12	\$
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$	12	\$
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$	12	\$
17	*west Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$	8	\$
18	Dental Clinic	107 William St., Berlin	\$	12	\$
19	Fire Training Center	6743 Central Site Ln., Newark	\$	12	\$
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$	12	\$
21	*Showell Park	11281 Racetrack Road, Showell	\$	8	\$
22	Jail	5022 Joyner Road, Snow Hill	\$	12	\$
23	Bank St. Building	301-305 Bank St. Snow Hill	\$	12	\$
GRAND TOTAL					\$

*west Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April 1st through November 30th.

**REFUSE COLLECTION BID FORM
INFORMATIONAL - CONTRACT EXTENSION PRICING**

May 1,2025 through April 30,2026

ID	PROPERTY	ADDRESS			PRICE/MO.	TERM MONTHS	
1	Snow Hill Library	307 N. Washington SL, Snow Hill			\$	12	\$
2	Berlin Health Dept.	9730 Healthway Dr., Berlin			\$	12	\$
3	Courthouse/Gov. Ctr.	1 W. Market St., Snow Hill			\$	12	\$
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill			\$	12	\$
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill			\$	12	\$
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville			\$	12	\$
7	Ocean Pines Library	11107 Cathell Rd., Berlin			\$	12	\$
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill			\$	12	\$
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin			\$	12	\$
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin			\$	12	\$
II	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin			\$	12	\$
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin			\$	12	\$
13	Animal Control	6207 Timmons Rd., Snow Hill			\$	12	\$
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin			\$	12	\$
15	Recreation Center	6030 Public Landing Rd., Snow Hill			\$	12	\$
16	Parks Office	6022 Public Landing Rd., Snow Hill			\$	12	\$
17	•west Ocean City Boat Ramp	12826 Sunset Ave., Ocean City			\$	8	\$
18	Dental Clinic	107 William St., Berlin			\$	12	\$
19	Fire Training Center	6743 Central Site Ln., Newark			\$	12	\$
20	Firearm Training Center	9200 Langmaid Rd., Newark			\$	12	\$
21	*Showell Park	11281 Racetrack Road, Showell			\$	8	\$
22	Jail	5022 Joyner Road, Snow Hill			\$	12	\$
23	Banlc St. Building	301-305 Banlc Street Snow Hill			\$	12	\$
						GRAND TOTAL	\$

•west Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April 1" through November 30".

REFUSE COLLECTION BID FORM
INFORMATIONAL-CONTRACT EXTENSION PRICING

YEAR S- PERIOD: May 1, 2026 through April 30, 2027

ID	PROPERTY	ADDRESS	PRICE/MO.	TERM MONTHS	ONE-YEAR TOTAL
1	Snow Hill Library	307 N. Washington St., Snow Hill	\$	12	\$
2	Berlin Health Dept.	9730 Healthway Dr., Berlin	\$	12	\$
3	Courthouse/Gov. Ctr.	I W. Market St., Snow Hill	\$	12	\$
4	Snow Hill Health Dept.	6040 Public Landing Rd., Snow Hill	\$	12	\$
5	Chas & Martha Fulton Senior Ctr.	4767 Snow Hill Rd., Snow Hill	\$	12	\$
6	Isle of Wight Svc. Bldg.	13070 St. Martins Neck Rd., Bishopville	\$	12	\$
7	Ocean Pines Library	11107 Cathell Rd., Berlin	\$	12	\$
8	DPW/Maintenance Office	6113 Timmons Rd., Snow Hill	\$	12	\$
9	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$	12	\$
10	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$	12	\$
11	Water/Wastewater Admin Off.	1000 Shore Lane, Berlin	\$	12	\$
12	Water/Wastewater-Mystic Harbor	9624 Stephen Decatur Hwy, Berlin	\$	12	\$
13	Animal Control	6207 Timmons Rd., Snow Hill	\$	12	\$
14	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd., Berlin	\$	12	\$
15	Recreation Center	6030 Public Landing Rd., Snow Hill	\$	12	\$
16	Parks Office	6022 Public Landing Rd., Snow Hill	\$	12	\$
17	•West Ocean City Boat Ramp	12826 Sunset Ave., Ocean City	\$	8	\$
18	Dental Clinic	107 William St., Berlin	\$	12	\$
19	Fire Training Center	6743 Central Site Ln., Newark	\$	12	\$
20	Firearm Training Center	9200 Langmaid Rd., Newark	\$	12	\$
21	•Showell Park	1128t Racetrack Road, Showell	\$	8	\$
22	Jail	5022 Joyner Road, Snow Hill	\$	12	\$
23	Bank St. Building	301-305 Bank Street, Snow Hill	\$	12	\$
GRAND TOTAL					\$

•West Ocean City Boat Ramp & Showell Park containers will be for 8 months each year April 1" through November 30th.

REFUSE COLLECTION BID FORM

SIGNATURE PAGE

Name: _____(Print)

Signature: _____ Date: ___ / ___ / ___

Company/Firm: _____ Telephone: _____

Company Address: _____ Fax: _____

City: _____ State: _____ Email
Address: - _____

Zip: _____

NOTE: BID FORM MUST BE SIGNED TO BE VALID

EXHIBIT A

Worcester County Maryland Standard Terms

The provisions below are applicable to all Worcester County ("County") contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions ("Contract"). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
7. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
8. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney's fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.
9. **Independent Contractor.**
 - a. Contractor is an "Independent Contractor", not an employee. Although the County may determine the delivery schedule for the work and evaluate the

quality of the work, the County will not control the means or manner of the Contractor's performance.

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

10. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED,,. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED»».
- c. Contractor must provide the County with a certification of Workers> Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

11. **Nondiscrimination.** Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

12. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
13. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
14. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
15. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
16. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

17. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
18. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
19. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
20. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
21. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
22. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
23. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
24. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.