

**NOTICE TO BIDDERS**  
**Purchase of Petroleum Products**  
**Worcester County Government Facilities and Equipment**

The Worcester County Commissioners are currently accepting bids for the purchase of petroleum products via delivery service for County Government buildings, generators in various locations throughout the County, and off-road vehicles for the Public Works Solid Waste Division for a period of two years, with an option to extend for up to a total of five years. Bid specification packages and bid forms are available at [www.co.worcester.md.us](http://www.co.worcester.md.us) or from the Office of the County Commissioners - Worcester County Government Center, One West Market Street, Room 1103, Snow Hill, Maryland 21863. **Sealed bids will be accepted until 1:00 p.m., Monday, April 25, 2022** the Office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes will be marked “**2022 Petroleum Products Bid**” in the lower left-hand corner. After opening, bids will be forwarded to the Department of Public Works 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 via email at [mhutchinson@co.worcester.md.us](mailto:mhutchinson@co.worcester.md.us) or office at (410) 632-3766.

## **INSTRUCTIONS TO BIDDERS**

1. **BIDS**

Bids shall be submitted in sealed envelopes on or before Monday, April 25, 2022 at 1:00 pm and clearly marked in the lower left-hand corner “**Petroleum Products Bid**”.

Bidders shall submit an itemized, per building in bid in one sealed bid packet with one monthly total. Bidders shall include all facilities in bid. Partial or incomplete bids will not be accepted.

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 25, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered.

3. **CONTRACTOR INVOICES**

The Contractor must provide a monthly itemized invoice stating location, dates of service and amount to the DPW-Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863. These amounts will not change for the stated bid duration. Increased fees for additional/added services will only be approved upon written justification and with administrative approval.

4. **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 additional pricing stated on the bid form. All additional pricing submitted on the bid form shall remain valid through year April 30, 2027. The 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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **SCOPE OF SUPPLY**

- Provide heating and generator fuel as specified for a two-year period.
- Tank-wagon delivery of fuel oil and kerosene to various County Government Buildings, generators and off-road equipment at the Department of Public Works Solid Waste Division.
- Transport/Tanker delivery of fuel oil to the Worcester County Jail.

11. **QUANTITIES**

The following product approximate quantities were provided to Worcester County for our fiscal year 2021.

- Ultra Dyed Low Sulfur Diesel (15 PPM) delivered by Tank-wagon to building heating boilers, off-road equipment and generators...65,618 gallons
- Low Sulfur Diesel (500 PPM) delivered by Transport/Tanker to the Jail...76,234 gallons
- Dyed Kerosene...1020 gallons

Quantities are approximate. The County reserves the right to increase or decrease the amounts stated by 15%. The County also reserves the right to award combined or separate bids.

12. **TANK LOCATIONS and SIZES**

Tank locations and sizes are provided on separate schedules attached herein. Be advised the County reserves the right to change, add or delete locations and tank sizes as it becomes necessary in the best interest of the County.

13. **BID PRICE**

Shall be the amount of Bidder/Supplier markup per gallon based on the rack average price on **April 15, 2022** for the following products and specified terminal per the information/report provided by OPIS. The corresponding OPIS report shall be attached to the Bidder's Bid Form by the Bidder and is made a part of the bid.

| <b>PRODUCT</b>                        | <b>OPIS REFERENCE/TERMINAL</b> |
|---------------------------------------|--------------------------------|
| Ultra Dyed Low Sulfur Diesel          | Salisbury, MD                  |
| Dyed Low Sulfur Diesel (Tanker Loads) | Baltimore, MD                  |
| Dyed Kerosene                         | Baltimore, MD                  |

14.

**SPECIFICATIONS**

- A. Ultra Dyed Low Sulfur Diesel (15 PPM) shall be provided to County buildings heated with oil-fired boilers as listed plus the County generators as listed including the Jail and the Department of Public Works- Solid Waste Division Off Road Equipment.
- B. Dyed Low Sulfur Diesel (500 PPM) shall be provided by Transport/Tanker delivery to the Jail. Note: Ultra Dyed Low Sulfur Diesel may be substituted as needed to complete tank fill ups when the Jail's underground tanks are near capacity.
- C. Dyed Kerosene shall be provided to the Department of Public Works- Solid Waste Division
- D. Less than transport loads must be metered at delivery point.
- E. All deliveries must have delivery ticket signed by a County employee.
- F. A copy of the delivery slip must be attached to the monthly invoice(s).
- G. Generator fill-ups are to be made on an on-call basis unless specified (minimum 24 hours notice will be provided).
- H. Fuel oil deliveries for building heating equipment will be set up on an automatic fill-up schedule unless otherwise stated.
- I. Deliveries to DPW - Solid Waste Division will be set up on an automatic fill-up schedule.
- J. All emergency calls will be responded to within a two hour time limit with notification of requested fuel delivery.
- K. Invoiced pricing to the County will be the supplier's purchased price per gallon, based on the rack average price per gallon for the day the product was delivered, plus the supplier's mark up in accordance of the markup stated on the Bid Form attached herein. All invoices shall have accompanying support (OPIS reports) that shall include rack average pricing as provided from the Salisbury, MD or Baltimore, MD terminal as made a part of the Bid Documents. All invoiced amounts shall include all overhead, profit, transportation, fees, taxes, freight, etc. as is required to deliver the product to the Worcester County facility as listed on the Bid Location Schedule.

**2022 PETROLEUM PRODUCTS BID FORM**

We submit this bid for the following products based on the aforementioned 2022 Petroleum Products Bid Specifications.

| <b>ITEM</b> | <b>PRODUCT</b>                  | <b><u>PRICE</u><br/>Markup<br/>per Gallon<br/>YR. 1-2</b> | <b><u>PRICE</u><br/>Markup<br/>per Gallon<br/>YR. 3</b> | <b><u>PRICE</u><br/>Markup<br/>per Gallon<br/>YR. 4</b> | <b><u>PRICE</u><br/>Markup<br/>per Gallon<br/>YR. 5</b> |
|-------------|---------------------------------|---|---|---|---|
| <b>1</b>    | Ultra Dyed<br>Low Sulfur Diesel | \$ ____.  | \$ ____.  | \$ ____.  | \$ ____.  |
| <b>2</b>    | Dyed Low<br>Sulfur Diesel       | \$ ____.  | \$ ____.  | \$ ____.  | \$ ____.  |
| <b>3</b>    | Dyed Kerosene                   | \$ ____.  | \$ ____.  | \$ ____.  | \$ ____.  |

**BID MUST BE SIGNED TO BE CONSIDERED**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**ULTRA DYED LOW SULFUR DIESEL  
TANKWAGON / JOBBER DELIVERY LOCATIONS**

| <b>BUILDING/EQUIPMENT</b>   | <b>LOCATION</b>                    | <b>EST. TANK SIZE<br/>(Gallons)</b> |
|---|------------------------------------|-------------------------------------|
| Library-Heating   | 301 Market Street, Pocomoke        | 2,000                               |
| Service Bldg.-Heating   | 400 Walnut Street, Pocomoke        | 2,000                               |
| Court House-Heating   | 1 W Market Street, Snow Hill       | 6,000                               |
| Tourism/Economic Dev. Bldg.-Heating   | 100 Pearl Street, Snow Hill        | 375                                 |
| Solid Waste-Off Road Equip Storage  | 7091 Central Site Lane, Newark     | 4,000                               |
| Recycle   | 7091 Central Site Lane, Newark     | 250                                 |
| Government Ctr. - Generator   | One W. Market St., Snow Hill       | 1,000                               |
| Health - Generator  | 9730 Healthway Drive, Berlin       | 250                                 |
| Health - Generator  | 6040 Public Landing Rd, Snow Hill  | 400                                 |
| Fire Training Ctr. - Generator  | 6743 Central Site Lane, Newark     | 200                                 |
| Roads Div. - Generator  | 5764 Worcester Hwy, Snow Hill      | 550                                 |
| Recreation Ctr. - Generator   | 6030 Public Landing Rd, Snow Hill  | 550                                 |
| Comm. on Aging - Generator  | 4767 Snow Hill Rd, Snow Hill       | 550                                 |
| Comm. on Aging - Generator  | 10129 Old Ocean City Blvd., Berlin | 250                                 |
| Jail/Detention Ctr. - Generator   | 5022 Joyner Road, Snow Hill        | 2,000                               |
| Jail/Detention Ctr. - Generator   | 5022 Joyner Road, Snow Hill        | 1,910                               |
| Water/Wastewater – Towable Generator  | 1000 Shore Lane, Ocean Pines       | 200                                 |
| <b>Water/Wastewater – Generators</b>  |                                    |                                     |
| Ocean Pines Pumping Stations...22 tanks ranging between 100 – 500 gallons       |                                    |                                     |
| Ocean Pines Treatment Plant...2 tanks - 2000 gallons                            |                                    |                                     |
| Ocean Pines Wells...5 tanks ranging between 275 – 300 gallons                   |                                    |                                     |
| River Run Pumping Stations...2 tanks – 75 gallons                               |                                    |                                     |
| River Run Treatment Plant...1 tank – 150 gallons                                |                                    |                                     |
| West Ocean City Pumping Stations...5 tanks – ranging between 200 – 1000 gallons |                                    |                                     |
| Nantucket Point Pumping Station...1 tank – 200 gallons                          |                                    |                                     |
| Assateague Point Treatment Plant...1 tank – 200 gallons                         |                                    |                                     |
| Mystic Harbor Pumping Stations...7 tanks – ranging between 100 – 300 gallons    |                                    |                                     |
| Mystic Harbor Wastewater Plant...1 tank – 1000 gallons                          |                                    |                                     |
| Mystic Harbor Water Plant...1 tank – 200 gallons                                |                                    |                                     |
| Lighthouse Sound Pump. Station...1 tank – 300 gallons                           |                                    |                                     |
| Glen Riddle Wastewater Plant...1 tank – 850 gallons                             |                                    |                                     |
| Glen Riddle Pumping Stations...5 tanks – 75 gallons                             |                                    |                                     |
| The Landings Wastewater Plant...1 tank – 1000 gallons                           |                                    |                                     |
| The Landings Pumping Station...1 tank – 145 gallons                             |                                    |                                     |
| Pennington Commons Pump. St...1 tank – 145 gallons                              |                                    |                                     |
| Newark Water Plant...1 tank – 200 gallons                                       |                                    |                                     |

**DYED LOW SULFUR DIESEL – TANKER DELIVERY LOCATION**

| <b>BUILDING</b>               | <b>LOCATION</b>             | <b>EST. TANK SIZE<br/>(Gallons)</b> |
|-------------------------------|-----------------------------|-------------------------------------|
| Jail/Detention Center-Heating | 5022 Joyner Road, Snow Hill | 10,000                              |
| Jail/Detention Center         | 5022 Joyner Road, Snow Hill | 10,000                              |
| Jail/Detention Center         | 5022 Joyner Road, Snow Hill | 12,000                              |
| Jail/Detention Center         | 5022 Joyner Road, Snow Hill | 12,000                              |

**DYED KEROSENE DELIVERY LOCATION**

| <b>BUILDING</b> | <b>LOCATION</b>                | <b>EST. TANK SIZE<br/>(Gallons)</b> |
|-----------------|--------------------------------|-------------------------------------|
| Solid Waste     | 7091 Central Site Lane, Newark | 275                                 |

## WATER/WASTE WATER VARIOUS LOCATIONS ADDRESSES

| <b>Ocean Pines Pumping Stations</b>                       |
|---|
| 1. PS E- 22 Battersea Road, Berlin, Md. 21811             |
| 2. PS B- 11545 Beachamp Road, Berlin, Md. 21811           |
| 3. PS Q & R- 3 Bell View Drive, Berlin, Md. 21811         |
| 4. PS D- 38 Bird Nest Drive, Berlin, Md. 21811            |
| 5. PS F- 47 Clubhouse drive, Berlin, Md. 21811            |
| 6. PS I- 72 Tail of the Fox Drive, Berlin, Md. 21811      |
| 7. PS A- 265 Ocean Parkway, Berlin, Md. 21811             |
| 8. PS C- 137 Pinehurst Road, Berlin, Md. 21811            |
| 9. PS G- 9 Bramblewood Drive, Berlin, Md. 21811           |
| 10. PS H- 30 Boatswain Drive Unit #1, Berlin, Md. 21811   |
| 11. PS J- 903 Ocean Parkway, Unit #1, Berlin, Md. 21811   |
| 12. PS K- 11115 Cathell Road, Berlin, Md. 21811           |
| 13. PS L- 1057 Ocean Parkway, Berlin, Md. 21811           |
| 14. PS M- 1181 Ocean Parkway, Berlin, Md. 21811           |
| 15. PS N - 1236 Ocean Parkway, Berlin, Md. 21811          |
| 16. PS O - 1131 Ocean Parkway, Berlin, Md. 21811          |
| 17. PS P- 4 Sand Trap Court, Berlin, Md. 21811            |
| 18. PS S- 511 Yatchet Club Drive, Berlin, Md. 21811       |
| 19. PS T- 1015 Ocean Parkway, Berlin, Md. 21811           |
| 20. PS U- 1181 Ocean Parkway, Berlin, Md. 21811           |
| 21. PS V- 27 Long Point Court, Berlin, Md. 21811          |
| 22. PS W- 10908 Emory Drive. Berlin, Md. 21811            |
| 23. PS X - Showell Elementary School, Berlin, Md. 21811   |
|   |
| <b>Ocean Pines WWTP</b>                                   |
| 1000 Shore Lane, Berlin, Md. 21811                        |
|   |
| <b>Ocean Pines Wells</b>                                  |
| 1. Well #2- 114 Sandyhook Road, Unit 1, Berlin, Md. 21811 |
| 2. Well#3- 95 Ocean Parkway, Unit 1, Berlin, Md. 21811    |
| 3. Well#4- 115 Pinehurst Road, Unit 1, Berlin, Md. 21811  |
| 4. Well #5 - 4 Admiral Lane, Berlin, Md. 21811            |
| 5. Well #10 - 30 Sandyhook Road, Berlin, Md. 21811        |
|   |
| <b>River Run Pumping Stations</b>                         |
| 1. PS #1- 11334 River Run Lane, Berlin, Md. 21811         |
| 2. PS #2 - 11606 Masters Lane, Berlin, Md. 21811          |
| 3. PS #3- 12901 Fan Court Lane, Berlin, Md. 21811         |
| 4. WWTP- 11517 River Run Lane, Berlin, Md. 21811          |
|   |



| <b>West Ocean City Pumping Stations</b>                      |
|--|
| 1. PS #1- 12969 Center Drive, Ocean City, Md. 21842          |
| 2. PS #2- 12534 West Torquay Road, Ocean City, Md. 21842     |
| 3. PS #3- 12311 Old Bridge Road, Ocean City, Md. 21842       |
| 4. PS #4 9744 Golf Course Road, Ocean City, Md. 21842        |
| 5. PS #5 10275 Broken Sound Blvd. , Ocean City, Md. 21842    |
|  |
| <b>Nantucket Point Pumping Station</b>                       |
| 13445 Madison Ave., Ocean City, Md. 21842                    |
|  |
| <b>Assateague Pointe Pump Station</b>                        |
| PS #4 12001 Assateague Way, Berlin, Md. 21811                |
|  |
| <b>Mystic Harbour</b>  |
| 1. PS B- 25 Coastal Drive, Berlin, Md. 21811                 |
| 2. PS C- 28 Coastal Drive, Berlin, Md. 21811                 |
| 3. PS D- 20 Mystic Harbour Drive, Berlin, Md. 21811          |
| 4. PS E- 12526 Ocean Reef Drive, Berlin, Md. 21811           |
| 5. PS F- 43 Blue Heron Circle, Berlin, Md. 21811             |
| 6. PS G- 9811 Winding Trail Drive, Berlin, Md. 21811         |
| 7. PS H- 8518 Stephen Decatur Hwy, Berlin, Md. 21811         |
| 8. PS #7 - 12803 Sunset Ave., Ocean City, Md. 21842          |
| 9. Wells 1 & 3- 19 East Wind Drive, Berlin, Md. 21811        |
| 10. Water Plant- 9624 Stephen Decatur Hwy, Berlin, Md. 21811 |
| 11. WWTP - 9624 Stephen Decatur Hwy, Berlin, Md. 21811       |
| 12. PS 1 – 12427 Sea Oaks Lane, Berlin, Md. 21811            |
| <b>Lighthouse Sound</b>                                      |
| PS- 12809 Heathland Drive, Bishopville, Md. 21813            |
|  |
| <b>Riddle Farm</b>   |
| 1. PS #1- 11435 Maid at Arms Lane, Berlin, Md. 21811         |
| 2. PS #2- 11668 Maid at Arms Lane, Berlin, Md. 21811         |
| 3. PS #3- 11994 Man of War Lane, Berlin, Md. 21811           |
| 4. PS #4- 11901 Man of War Lane, Berlin, Md. 21811           |
| 5. PS #5 11128 Ocean Gateway, Berlin, Md. 21811              |
| 6. WTP/ WWTP - 11401 Grays Corner Road, Berlin, Md. 21811    |
| <b>Landings</b>  |
| WWTP/ WTP - 8731 Stephen Decatur Hwy, Berlin, Md. 21811      |
| PS A- 12143 Landings Blvd, Berlin, Md. 21811                 |
| <b>Newark</b>  |
| WTP/PS – 8336 Newark Road, Newark, Md. 21841                 |

# 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.