

NOTICE TO BIDDERS

Pest Control Service Worcester County Government Facilities

The County Commissioners of Worcester County are currently accepting bids for Pest Control Services for forty-four (44) County facilities located throughout the County for a period of two (2) years, with an option to extend for up to five (5) years. Bid specification packages and bid forms are available from the Office of the County Commissioners, Room 1103 - 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. Envelopes will be marked "**Pest Control Service 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. Bids which are not in exact compliance with the instruction to bidders or which are not provided on the schedules included in the specification package may be rejected. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities and technicalities therein, 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 Hutchinson, Maintenance Superintendent at mhutchinson@co.worcester.md.us or at (410) 632-3766.

INSTRUCTIONS TO BIDDERS

1. **BIDS**

Bids shall be submitted in sealed envelopes on or before Monday, April 11, 2022 at 1:00 pm and clearly marked in the lower left-hand corner "**Pest Control Services**". 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 11, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered.

3. **SCOPE OF WORK**

Provide pest control services for Worcester County Buildings and Facilities as listed in bid specifications. Bids shall be inclusive of all facilities listed. Worcester County reserves the right to add and delete facilities and areas of facilities from the schedule as County operations change.

4. **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.

5. **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, increase or decrease in area, and service occurrence per site.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **CODES**

The Contractor shall comply with all federal, state, county and city codes, laws and ordinances applicable to pest control application service and will obtain at his own expense such permits, licenses and/or certificates which may be required in the performance of the work specified. The Contractor will use only those pesticides registered by the Maryland Department of Agriculture (MDA). All bidders must be licensed to perform commercial pest applications by the MDA. All work must be performed under the supervision of an individual certified by the MDA as a commercial applicator. A copy of all required license and certificates to perform this service shall accompany the Bid Form. All chemicals must be used per manufacturer's instructions. The Contractor will exercise due care and diligence in handling, using and disposing of pesticide containers so that people, animals or non-pest organisms will not suffer undue injury and so environmental contamination does not occur. The Contractor will not store any pesticides or application equipment on any County premises.

13. **SAFETY DATASHEETS**

Safety data sheets will be presented to the DPW - Maintenance Division prior to application of any pest control materials that will be used during the course of the contract.

14. **PROVISIONS**

Awarded Contractor Nendor's price shall be inclusive and include but is not limited to; all overhead, profit, supervision, labor, travel time, pickup & delivery charges, materials, certifications, fees, tax, hazmat charges, disposal fees, tools/equipment and all other costs associated with the Work/Service to perform pest control service within County-owned or leased buildings per the attached list. Fees for escalation of fuel costs, in the form of a surcharge, will not be accepted.

15. **SCHEDULE**

A schedule of buildings to be treated on a monthly, and on an as needed basis are listed in the Bid Form. The number of contracted properties is subject to change, increase or decrease, due in part to possible changes that may be made by the Commissioners of Worcester County Maryland. Notification of impending inspection and treatment schedules shall be coordinated by the awarded bidder with the County's Maintenance Division and the Building Supervisor where the treatment will be administered.

16. **VERIFICATION OF PERFORMANCE**

The Contractor must provide a copy of the company's completed field technician/applicator's report of services provided at each treatment location following completion of the service. This field report shall accompany all invoices and be submitted to the Worcester County DPW - Maintenance Division, 6113 Timmons Road, Snow Hill, Maryland 21863. The field report and corresponding invoices shall contain the following as a minimum for the County's processing.

- A. Location, Date & Time of Day of visit/treatment
- B. Description of treatment and name of pesticide applied
- C. Report of potential problem areas
- D. Signature of exterminator

▶ For services outside of the regular monthly treatment a verification signature by on-site department staff or County representative is required.

▶ Invoices will not be paid without this verification. All invoices will be sent on a monthly basis.

BID SCOPE - Pest Control Service

Schedule I- Routine Monthly Service:

The Pest Control Contractor will provide monthly routine pest control services for all buildings listed on Schedule I. Definitions of Service are as follows.

- **Routine Service** shall consist of supplying and applying pesticides one time per month minimum at the perimeter base of the **exterior** of each facility listed in Schedule I to provide a barrier/control method to prevent intrusion of outdoor pests. This exterior treatment will be applied no more than 18 inches away from where the footing/foundation/base of the building contacts the ground. Preventive treatment applications will include all areas, doorways, concrete and asphalt areas of the exterior perimeter of the building. Interior treatment will be completed on an as needed basis as stated below. The Contractor's service date and time shall be coordinated with 1) The Maintenance Supervisor for the Worcester County DPW Maintenance Division 2) The individual department's Building Supervisor/Facility Manager to ensure that treatment services will not conflict with staff and patron services. All service/treatment will be performed during normal business hours Monday through Friday except for County-observed holidays.
- **Pest Control** shall mean control of all crawling, hopping or flying insects, but **will not** include treatment for fleas, bed bugs, termites, mosquitoes, birds or bees. Pest control is to be guaranteed for a period of 30 days following the latest application. Call backs for additional treatment within the guaranteed service period will be at no additional expense to the County.

Schedule II-As Needed Service:

The Pest Control Contractor will provide as needed or call-in pest control services for all buildings listed in Schedule II on a time and material basis. Bidders shall provide Time & Material rates on their company letterhead to accompany the Bid Form.

As needed pest control services may consist of, but are not limited to, the treatment defined as Routine Service in Schedule I above. As needed pest control treatment includes treatment of the interior of the facilities upon request or per recommendations of the Pest Control Contractor.

GENERAL INFORMATION

- ,i- The Pest Control Contractor shall provide adequate company contacts so that the County has redundant forms of notification/communication methods with the Contractor.
- .. The County will notify the Contractor of the facility that needs treatment and of the conditions that need to be mitigated and the available hours for treatment. After-hours night and weekend work may be required.
- .. Suspect pests will be trapped if possible by the County and contained for the Contractor's evaluation.
- ... Contractor to provide verbal acknowledgement of the County's notification within two (2) hours following receipt of the initial notification by the County, its representative or agent.
Contractor contact with the County shall be **1)** Telephone call to the County's Department of Public Works Administration Office **2)** Contacting the County contacts via cellular telephone.
- Contractor to provide treatment service within forty-eight (48) hours of the County's notification to the Contractor.
- ,i. All as needed or call-in services provided shall be acknowledged and signed by a County representative and all field service orders shall be forwarded to the County with the accompanying invoice.

**PEST CONTROL BID FORM
SCHEDULE I - ROUTINE MONTHLY SERVICE**

CT	BUILDING	LOCATION	PRICE/MO.	PRICE/MO.	PRICE/MO.	PRICE/MO.
			Yr.1-2	Yr.3	Yr.4	Yr.5
1	Animal Control	6207 Timmons Road, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
2	Bank Street Bldg.	301/303/305 Bank Street, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
3	Court House	1 W. Market Street, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
4	DPW - Administration	6113 Timmons Road, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
5	Fire Training Center	6743 Central Site Lane, Newark, MD	\$.00	\$.00	\$.00	\$.00
6	Government Center	1 W. Market Street, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
7	Dental Clinic	107 William Street, Berlin, MD	\$.00	\$.00	\$.00	\$.00
8	Berlin Health Deot.	9730 Healthwav Drive, Berlin, MD	\$.00	\$.00	\$.00	\$.00
9	Isle of Wight Service Bldg.	13070 St. Martins Neck Rd, Bishooville, MD	\$.00	\$.00	\$.00	\$.00
10	Snow Hill Health Deot.	6040 Public Landing Road, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
11	Ocean City Health Deot.	4 Caroline Street, Ocean City, MD	\$.00	\$.00	\$.00	\$.00
12	Jail	5022 Joyner Road, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
13	Berlin Library	13 Harrison Ave. Berlin, MD	\$.00	\$.00	\$.00	\$.00
14	Ocean Pines Library	11107 Cathell Road, Ocean Pines, Berlin, MD	\$.00	\$.00	\$.00	\$.00
15	Ocean City Library	10003 Coastal Highway, Ocean City, MD	\$.00	\$.00	\$.00	\$.00
16	Pocomoke Librarv	30I Market Street, Pocomoke, MD	\$.00	\$.00	\$.00	\$.00
17	Snow Hill Librarv	307 N. Washinirton Street Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
18	Water/Waste Water Admin. Bldg.	1000 Shore Lane, Ocean Pines, MD	\$.00	\$.00	\$.00	\$.00
19	MSP Barracks Radio Tower	9758 Ocean Gateway, Berlin, MD	\$.00	\$.00	\$.00	\$.00
20	Central Site Lane Radio Tower	6841 Central Site Lane, Newark, MD	\$.00	\$.00	\$.00	\$.00
21	Klei Gramre Radio Tower	2630 Klei Grange Road, Pocomoke, MD	\$.00	\$.00	\$.00	\$.00
22	Water Tower Radio Tower	112 N. Washinirton Street, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00

**PEST CONTROL BID FORM
SCHEDULE 1- ROUTINE MONTHLY SERVICE**

CT	BUILDING	LOCATION	PRICE/MO.	PRICE/MO.	PRICE/MO.	PRICE/MO.
			Yr.1-2	Yr.3	Yr.4	Yr.5
23	Nassawango Radio Tower	6572 Snow Hill Road, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
24	Pocomoke Water Tank	1637 Dunn Swamp Rd Pocomoke, MD	\$.00	\$.00	\$.00	\$.00
25	State's Attorney Bldg.	106 Franklin Street Snow Hill	\$.00	\$.00	\$.00	\$.00
26	Northern Worcester Cty. Senior Ctr.	10129 Old Ocean City Blvd, Berlin, MD	\$.00	\$.00	\$.00	\$.00
27	Ocean City Senior Center	I04 - 4 I st St. & Coastal Hwv., Ocean City, MD	\$.00	\$.00	\$.00	\$.00
28	Pocomoke Service Buildine	400A & 4008 Walnut St Pocomoke, MD	\$.00	\$.00	\$.00	\$.00
29	Charles & Martha Fulton Senior Ctr.	4767 Snow Hill Road Snow Hill MD	\$.00	\$.00	\$.00	\$.00
30	Solid Waste - Administration Bldg.	7091 Central Site Lane, Newark MD	\$.00	\$.00	\$.00	\$.00
31	Solid Waste - Recvclin11: Bld11:.	7091 Central Site Lane, Newark, MD	\$.00	\$.00	\$.00	\$.00
32	Tourism & Economic Dev. Bldg.	I00 Pearl St., Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
33	Riddle Farm - Bldg. I	IJOI Grays Comer Road Berlin, MD	\$.00	\$.00	\$.00	\$.00
34	Riddle Farm - Bldg. 2	110I Grays Corner Road Berlin, MD	\$.00	\$.00	\$.00	\$.00
35	Riddle Farm - Bldg. 3	I IOI Grays Corner Road, Berlin, MD	\$.00	\$.00	\$.00	\$.00
36	South Point Village - Bldg. I	9815 Stephen Decatur Hwy., Unit 37, Berlin, MD	\$.00	\$.00	\$.00	\$.00
37	Mvstic Harbour - Bldg. I	9624 Steohen Decatur Highway, Berlin, MD	\$.00	\$.00	\$.00	\$.00
38	Mvstic Harbour - Bldg. 2	9624 Stephen Decatur Hill:hwav. Berlin MD	\$.00	\$.00	\$.00	\$.00
39	Landings - Bldg. I	8731 Stephen Decatur Highway. Berlin MD	\$.00	\$.00	\$.00	\$.00
40	Landings - Bldg. 2	8731 Stephen Decatur Highway, Berlin, MD	\$.00	\$.00	\$.00	\$.00
41	Assateague Pointe - Bldg. I	12078 Assateague Way, Berlin, MD	\$.00	\$.00	\$.00	\$.00
42	Assateague Pointe - Bldg. 2	12078 Assateague Way, Berlin MD	\$.00	\$.00	\$.00	\$.00
43	Assateague Pointe - Bldg. 3	12078 Assateague Wav. Berlin MD	\$.00	\$.00	\$.00	\$.00
44	Belt Street Bldg.	100 Belt Street, Snow Hill, MD	\$.00	\$.00	\$.00	\$.00
TOTAL						

PEST CONTROL BID FORM

SCHEDULE II - AS NEEDED CALL IN SERVICE

The following County buildings will be considered on an on-call or as needed basis, to be serviced as specified above. All services to be provided per Bidder's Time and Material rates that shall be submitted on the Bidder's company letterhead to accompany the Bid Forms.

BUILDING	LOCATION
Welcome Center	144 Ocean Highway, Pocomoke, MD
Recreation	6030 Public Landing Road, Snow Hill, MD
Parks	6022 Public Landing Road, Snow Hill, MD
Mosquito Control	6205 Timmons Road, Snow Hill, MD
DPW - Roads Division	5764 Worcester Highway, Snow Hill, MD
DPW - Roads Division	2001 Groton Road, Pocomoke, MD
DPW - Roads Division	10146 Main Street Ext., Berlin, MD

BID AFFIDAVIT

I, the undersigned, have reviewed the Bid Documents herein and fully understand all of the requirements and provisions to provide the services described for the price stated and the County's terms for this service.

FIRM NAME:
ADDRESS:
TELEPHONE:
FAX:
EMAIL ADDRESS:

BID MUST BE SIGNED TO BE CONSIDERED

Date: _____ **Signature:** _____

ATTEST:

Date: _____ **Signature:** _____

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"¹¹.
- 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 use 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.

**WORCESTER COUNTY
2022 PEST CONTROL SERVICE BID**

**ADDENDUM #1
DATED: 3/29/2022**

Page 1 of 1

REFERENCE: 1. Revised Bid Document Section Titled..." **INSTRUCTIONS TO BIDDERS**" ...Item 1 & Item 2 Bid Due Date Revision.

2. **NEW** Pre-Bid Meeting scheduled

- **Please note the 2022 Pest Control Service Bid due date has been revised to Monday, April 18.**
"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 18, 2022 at 1:00 p.m.** Bids received after the appointed date and time will not be considered." This date revision applies to all bid due dates within the Pest Control Service bid documents.

- **Pre-Bid Meeting Scheduled**
A Pre-Bid meeting has been scheduled for 1:00 p.m. Tuesday, April 12, 2022 at the Department of Public Works Administration Building, 6113 Timmons Road, Snow Hill, MD. 21863. Attendance is not required but it is recommended. Attendance will not be a factor in awarding the bid.

End of Addendum
mnh 3/29/2022