

BID INSTRUCTIONS

- A. **Submission of Bids:** *Two* full copies of the bid must be submitted on the bid form provided in the solicitation. The bid form shall be signed and submitted in a sealed envelope clearly identified on the outside of all envelopes with the name of the bid/project and date and time of the scheduled bid opening as indicated in the advertisement. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.
- B. **Addendums:** Bids are subject to change in the form of addendums. Questions can be addressed in writing to the Purchasing Agent at rkonrad@wicomiconcounty.org . Bids are subject to change in the form of addendums. Addendums are posted on the County website at www.wicomiconcounty.org under Government: Departments: Purchasing: at www.wicomiconcounty.org/bids.aspx at least 5 days before bid opening. It is the bidders responsibly to make sure all addendums are included in their bid. Failure to do so could result in the bid being disqualified.
- C. **Delivery of Bids:** Bids should be mailed or hand carried to **Wicomico County Purchasing Department, 125 N. Division Street, Government Office Building, Room B-3, Salisbury, MD 21801**, in order to be received in the office of the Purchasing Agent prior to the announced bid opening. *Bids received after said time or delivered to the wrong location will be returned to the bidder unopened.* It is fully the responsibility of the bidder to insure that the bid is received on time. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
- D. **Qualifications:** The Bidder must be in compliance with the laws regarding conducting business in the State of Maryland. Bidder shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, along with their bid, evidencing the Bidder is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. Wicomico County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in the bid being rejected.
- All vendors who wish to bid on County projects and contracts need to register as a bidder at www.wicomiconcounty.org/list.aspx?Mode=Subscribe#bids by checking off the categorie(s) for which you wish to be informed of future bids
- E. **Descriptive Literature:** Descriptive literature fully describing the product bid (where such literature exists) shall be included with the bid to assist the Purchasing Department in evaluating the submission. Failure to do so may be cause for rejection of the bid. ***Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.***
- F. **Exceptions:** Any exceptions to the specifications requested should be listed on a

separate sheet of paper attached to the bid. An exception to the specifications may not necessarily disqualify the bid. The County will determine if the exception is an essential deviation or a minor item. In the case of a minor deviation, the County maintains the option to award to that bidder if it determines the performance is not adversely affected by the exception.

- G. **Bid Evaluation**: If some characteristic of the bid requires that the bid must be reviewed by the County Council, the award can be expected within 30 days. Bid tabulations will be posted on the County website at www.wicomocounty.org/bids.aspx and click on the box Show Closed/Awarded/Cancelled Bids and find the bid tabulation for the bid you are interested in.

The tabulations will typically be posted within 24 hours of the bid opening. Please use this resource rather than calling the Purchasing Office. Bid evaluations typically take 1-2 weeks.

- H. **Award of Bid**: The Purchasing Agent shall award a bid to the best, responsive and responsible bidder complying with the provisions of the Invitation for Bid. All bid awards are contingent upon available funding. The Purchasing Agent reserves the right to award a bid by individual items, in aggregate, or in combination thereof as deemed necessary to fulfill the anticipated requirements of the County.

All awards over \$1000.00 require a Purchase Order to be executed before any work can be started. Some awards will require a County contract. A sample is attached if this is applicable.

- I. **Approved Equals**: In all specifications where a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, it can be assumed that an approved equal can be substituted. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the vendor that claims his product is an equal to provide documentation to support such a claim.
- J. **Sales Tax**: Wicomico County is exempt from being directly charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request. According to the Office of the Comptroller of Maryland, the Contractor is responsible for paying sales tax on his/her purchases relating to this project and should incorporate it into their bid.
- K. **Delivery**: All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.
- L. **Insurance**: If required by the General Conditions or Terms and Conditions, the bidder shall provide the County with Certificates of Insurance within ten (10) days of bid award notification evidencing the required coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.

M. **Right to Reject**: The Wicomico County Council reserves the right to reject any and/or all bids or to waive any technicality it deems in the best interest of the County.

N. **Piggybacking**: Wicomico County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation. All purchase orders issued against the contract by an authorized User shall be honored by the Contractor in accordance with all terms and conditions of this contract.

The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor thereunder respecting the County.

The County specifically and expressly disclaims any and all liability for any breach by an authorized User other than the County and each such Authorized User and Contractor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

GENERAL CONDITIONS

1. Scope: The specifications and general conditions contained in this bid package entitled “Cleaning Service - Airport Buildings” are promulgated with the intent of providing a basis for bidding and contracting a service contract. The purpose of the specifications and bidding procedure is to provide a quality cleaning service for all buildings at a fair price.
2. Parties to Contract: Wicomico County, Maryland, hereafter referred to as “County” shall enter into a contract with a duly qualified firm, hereafter referred to as “Contractor” to provide said services in accordance with accepted governmental bidding procedures.
3. Intent of Contract: The County is attempting to secure a fair price for the service, but does not intend to sacrifice quality in the interest of cost. If a bidder submits a bid which the County considers to be out of line with the requirements for service, then the bid could be rejected. It is our experience that ultimately the service suffers in cases where the bidder submitted an inordinately low bid, and was awarded the contract.
4. Duration of Contract: The contract shall be for a period of one (1) year beginning; however, it may be renewed for additional one-year terms, if agreeable to both parties. Contract prices for any renewal terms shall be negotiated on a yearly basis. The initial contract and one-year extensions may not exceed three (3) years. At the end of three (3) years, the contract will be re-bid.
5. Termination of Contract: The contract may be terminated by either party at any time by giving thirty (30) days written notice to the other party
6. Responsibility of Contractor: Contractor shall, at his sole expense, provide all labor, equipment, and supplies necessary to complete the contract requirements with the exception of the following which will be supplied by the County: (Hand towels; Toilet Tissue; Hand Soap).
7. Employees of Contractor: It is understood and agreed the Contractor shall remain an independent contractor in the performance of these services, and that all personnel furnished by the Contractor in the course of such performance shall at all times and all purposes be solely in the employment of the Contractor and subject to his direction and control. The Contractor agrees not to continue in his employment in the building any employee that, in the County’s judgment, is unacceptable for any reason whatsoever. Employees are required to pass a criminal background check prior to being permitted to work at the Airport (Terminal Building, Old Terminal Building, and Air Traffic Control Tower).
8. Appearance and Identification of Employees: The Contractor shall be responsible for the neat and clean appearance, including visible nametags, of all employees. All employees should be wearing garments that clearly identify them as company employees. No garments touting alcohol or drug use, political or religious groups, or vulgarities will be permitted.
9. Contractor’s Responsibility for Building Keys: The Contractor agrees to assume full responsibility for all building keys entrusted to him. Failure to relinquish or return said keys within five (5) days after the termination of this contract will result in the forfeiture by Contractor of \$50.00 per key deducted from his final bill for services.

10. Multi-Year Contracts: It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Wicomico County Council. In the event that the Council does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.
11. Bidder shall supply a list of customers of similar type and scope for reference. The County reserves the right to check with current or former customers to determine the quality of service provided by the bidder in the past. Also, bidder may be required to furnish evidence of financial stability. (see **Attachment B**).
12. Bidders shall supply a plan outlining the staffing levels of work proposed (see **Attachment A**). *Failure to provide this plan may result in disqualification from bidding.*
13. The County will evaluate the proposals not only in terms of price but other considerations such as experience, references, financial stability, adequate staffing (based on proposal), etc. The County reserves the right to reject the bid of any bidder who has previously failed to perform properly or complete on time contracts of a similar nature.
14. A pre-bid conference has been scheduled for **August 6, 2014 at 10:30 AM EST** in the 2nd floor conference room of the Terminal Building, 5485 Airport Terminal Road, Salisbury, Maryland. All interested bidders are advised to attend. An inspection of the buildings will be held at this time.
15. Vendors will bid on all items.
16. If awarded, the vendor(s) will be required to provide the Airport a schedule of all cleaning activities planned in each facility at the beginning of each month via email and provide a weekly checklist of tasks that have been accomplished on every Monday by noon.
17. Invoices for said cleaning service will be rendered on a monthly basis per building. Invoices should be mailed to the Salisbury-Ocean City: Wicomico Regional Airport, 5485 Airport Terminal Road, Unit A, Salisbury, Maryland, 21804-1599.
18. The commencement date of this contract will be October 1, 2014. .

SPECIAL INSTRUCTIONS – AIRPORT BUILDINGS

1. **Cleaning Schedule:** The cleaning schedule for the Terminal, Old Terminal, and Air Traffic Control Tower will be between 8:00 A.M.- 5:00 P.M. each day. The evening shift for the Terminal Building will be between 9:00 P.M. – 1:00 A.M. each night. Hours may be readjusted throughout the contract. If an employee fails to report for work, a replacement must be on duty within two (2) hours.
 2. **Lock Up/Secure Terminal Building:** Contractor shall provide an employee to lock-up/secure the Terminal Building seven (7) days a week. Employee shall stay until the last arriving passenger and Terminal Building employee has departed the building. Any additional time incurred by the employee for late flights or awaiting passengers being bused in, will be set out separately on the monthly billing.
 3. **Terminal Building:** General Public Area, Security Hold Area, Vending Area, Transportation Security Administration Offices, Sheriff's Office, 1st and 2nd floor restrooms, and the Airport Manager's Office, (2nd floor).
 4. **Old Terminal Building:** 1st floor restrooms, common area, and 2nd floor Federal Aviation Administration Offices.
 5. **Air Traffic Control Tower:** Tower cab (4th floor), Manager's Office (3rd floor), and stairwell.
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SCHEDULE OF SERVICES

DAILY

Terminal Building:

1. Lock up/secure Terminal at night.
2. Raise all three (3) flags in the front of the Terminal Building the first thing each morning and lower/remove them at dusk each day. Do not raise flags if it is raining or snowing. Immediately remove flags when it begins to rain or snow.
3. Clean and disinfect all drinking fountains.
4. Empty outside ashtrays.
5. Clean and disinfect tables, chairs, and microwave in the vending area.
6. Damp wipe all vinyl seating in common use areas.
7. Machine clean all hard and resilient floor using an industrial machine to lay solution, clean floors and remove excess water.
8. Water plants.

All Buildings (Terminal, Old Terminal, and ATC Tower):

1. Clean all restrooms. (Must post sign when cleaning: "Restroom cleaning in progress" or similar type sign) Sign is to be provided by Contractor.
 - A. Clean and disinfect all toilet fixtures.

- B. Clean and disinfect all sinks.
 - C. Remove all fingerprints from walls, stalls, doors and light switches.
 - D. Damp wipe all ledges and sills.
 - E. Polish all stainless steel and chrome fixtures.
 - F. Clean all mirrors.
 - G. Replenish all restroom towels, soap, and toilet tissue.
 - H. Clean and disinfect all floors.
2. Empty all wastebaskets/trash cans and transport trash to Terminal dumpster.
 3. Dust all furniture fixtures, ledges and sills using a treated dust cloth.
 4. Remove all finger marks and smudges from doors, door jams, walls, woodwork, light switches and interior windows.
 5. Spot clean all glass doors and windows where finger marks or smudges appear.
 6. Vacuum all carpeted floors and stairwells.
 7. Spot clean all carpeted floors. Visible spots will be removed where possible.
 8. Damp mop all hard and resilient floors (kitchen areas, bathrooms, vending area, Supervisor's Office, and in front of the Air Traffic Control Panel). Remove all scuff marks, debris, etc. from floors.
 9. In kitchen, break room, and vending areas, clean counter tops, sinks, microwaves and any dirty dishes left in the sink. Scrub sink with non-abrasive cleaner.
 10. Sweep and spot clean stairwells.
 11. Maintain sidewalks free of dirt, debris, and snow, etc.
 12. Maintain roadway system free of trash and debris.
 13. Maintain area grounds free of trash and debris.

BI-WEEKLY:

Terminal Building:

1. Wash all restroom partitions.

All Buildings (Terminal, Old Terminal, ATC Tower):

1. Acid clean all toilet fixtures
2. Soak and scrub all restroom floors.
3. Vacuum all carpeted floor edges and corners.

MONTHLY:

Terminal Building:

1. Clean all fire exit stairwells, including handrails.
2. Wash inside and outside of all exterior wall windows. Wash outside of store front windows. Wash outside of advertising frames. Wash both sides of the interior window walls.

ATC Tower:

1. Wash interior and exterior windows.

Old Terminal:

1. Wash interior and exterior entrance door windows. Wash FAA office door window.

All Buildings (Terminal, Old Terminal, ATC Tower):

1. Wash railings and stairway rails with soap and water.
2. Clean and polish all furniture.
3. Dust or vacuum all high furniture, fixtures, ledges, and sills. Vacuum any and all blinds, curtains, and chairs.
4. Wash and disinfect all trash cans.

QUARTERLY:**Terminal:**

1. Wash identification signs, plaques, and wall fabric surfaces with a solution of mild detergent and warm water, using a soft cloth or sponge.
2. Clean and dust interior and exterior trusses of Terminal Building.

Old Terminal Building:

1. Wash all blinds and shades.
2. Clean all paneled walls.

All Buildings (Terminal, Old Terminal, ATC Tower):

1. Strip, wash and wax floors.
2. Wash all restroom walls.
3. Vacuum all vents and air diffusers.
4. Shampoo carpets.

BID FORM (page 1 of 2)

TO: Wicomico County Purchasing Department
Government Office Building
125 N. Division Street Room B-3 (basement)
Salisbury, MD 21801

Date: _____

I hereby acknowledge that I have read all specifications, instructions, and conditions relating to the project "**Cleaning Service – Airport Buildings**". I further acknowledge that I have thoroughly inspected said buildings. I hereby submit the following prices to provide a quality cleaning service in compliance with the aforementioned specifications:

<u>Location</u>	<u>Square Footage</u>	<u>Total Monthly Cost</u>
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Daily and Weekly Tasks

Terminal Common Area & 2 nd floor	16,371 sq. ft.	\$ _____
Terminal TSA Offices	966.5 sq. ft.	\$ _____
Old Terminal Common Area & 2 nd floor	1,546.5 sq. ft.	\$ _____
ATC Tower	872.5 sq. ft.	\$ _____
Late flights per hour rate		\$ _____
Monthly Total Daily and Weekly Tasks		\$ _____

<u>Location</u>	<u>Square Footage</u>	<u>Total Monthly Cost</u>
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Monthly and Quarterly Tasks

Terminal Common Area & 2 nd floor	16,371 sq. ft.	\$ _____
Terminal TSA Offices	966.5 sq. ft.	\$ _____
Old Terminal Common Area & 2 nd floor	1,546.5 sq. ft.	\$ _____
ATC Tower	872.5 sq. ft.	\$ _____
Late flights per hour rate		\$ _____
Monthly Total for Monthly and Quarterly Tasks		\$ _____

*It is understood that invoices for said services will be rendered on a **MONTHLY** basis per building.

BID FORM (page 2 of 2)

Two copies of bid enclosed Yes _____

Addendums Acknowledged (if applicable) - YES _____ #s) _____ N/A _____

Exceptions YES _____ NO _____ If yes please attach on a separate sheet.

NOTE: Attachment A must be filled out and attached to this bid.

Bid Must Be Signed To Be Considered

Signature: _____

Name: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

ATTACHMENT A

Cleaning Contract Employee Assignment Plan

LOCATION	Daily Tasks		Weekly Tasks		Bi- Weekly Tasks	
	Number of Employees assigned	Total Combined Hours	Number of Employees assigned	Total Combined Hours	Number of Employees assigned	Total Combined Hours
Terminal						
Old Terminal						
ATC Tower						

LOCATION	Monthly Tasks		Quarterly Tasks			
	Number of Employees assigned	Total Combined Hours	Number of Employees assigned	Total Combined Hours		
Terminal						
Old Terminal						
ATC Tower						

ATTACHMENT B

BIDDER'S EXPERIENCE/REFERENCES

Name of Vendor: _____

Each Bidder must submit below a minimum of three (3) references each, from current or past clients, for whom bidder has similar experience

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the proposal.

A Bidder, which, in the sole judgment of the County, lacks sufficient specific experience, may be deemed non-responsible, and will not be considered for this project.

Company Name **Mail Address** **Telephone Number**

1) _____

Contact Name _____ **Email Address** _____

Company Name **Mail Address** **Telephone Number**

2) _____

Contact Name _____ **Email Address** _____

Company Name **Mail Address** **Telephone Number**

3) _____

Contact Name _____ **Email Address** _____

EXHIBIT A

WICOMICO COUNTY, MARYLAND STANDARD TERMS AND CONDITIONS

This document sets out provisions generally applicable to all Wicomico County ("County") contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any. This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term "Department" includes the County, its various departments, unit, agencies, employees or agents as may be appropriate. The term "Contract" shall include a document entitled "agreement" or any other title on a document that is denoting a contract. The Wicomico County Executive is the person authorized to enter into contracts for Wicomico County.

Amendment. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

Subcontracting or Assignment. The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County. The County has the right to withhold such consent for any reason the County deems appropriate.

Insurance Requirements.

A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name County, its employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.

B. Contractor shall provide the County with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract.

C. All insurance policies shall have a minimum 60 days notice of cancellation. Immediate written notice to the County shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.

D. When insurance coverage is renewed Contractor shall provide new certificates of insurance prior to expiration of current policies.

Payments. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest shall be charged at a rate of nine percent (9%) per annum, in accordance with state law.

Remedies.

A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the County. The acceptance of the work set forth herein by the County shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.

B. Set Off. The County may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

C. Cumulative. All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County by law.

Responsibility of Contractor.

A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.

B. Notwithstanding any review, approval, acceptance or payment for the services by the County, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.

C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies of damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to the County under the "Remedies" paragraph, or otherwise available by law.

Nondiscrimination. A contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, physical or mental disability, or perceived disability. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

Contingent Fee Prohibition. The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

Termination. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of 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.

Termination of Contract for Convenience. The performance of work under this Contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines such termination is in the best interest of the County. The termination for convenience is effective on the date specified in the County's written notice. The County will pay all for reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-year Contract. If the County fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

Compliance with Law. The Contractor hereby represents and warrants that:

A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;

B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with the professional standards;

C. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

D. It is not in arrears in the payment of any obligations due and owing to the County or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

E. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;

F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract. Bankruptcy. Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the County immediately. Upon learning of the actions herein identified, the County reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights the County may have as provided in this County or by law.

Ownership of Documents and Materials.

A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services made available to the County upon request by the County and shall become and remain the exclusive property of the County upon termination or completion of the services. The County shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. The County shall be the owner for the purposes of copyright, patent or trademark registration.

B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to the County of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with the County.

C. The Contractor shall indemnify and save harmless the County from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless 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 this Contract.

Records. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. All subcontracts shall also comply with these provisions.

Independent Contractor.

A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although the County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by the County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

B. Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, and is not an officer, employee or agent of the County.

C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

D. Contractor agrees to immediately provide the County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the County's written consent, any obligation of the County to indemnify Contractor for any actions under this Contract.

Indemnification. The Contractor shall protect, hold free and harmless, defend and indemnify the County including its officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including Attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of Wicomico County, its officers, agents and employees.

Use of County Facilities. Contractor and its employees or agents shall have the right to use only those facilities of the County that are necessary to perform the services under this Contract and shall have no right of access to any facility of the County without prior approval of County Administration. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.

Force Majeure. Neither the County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, County declaration of emergency, or war where such cause was beyond, respectively, the County's or Contractor's reasonable control. The County and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

Third Party Beneficiaries. The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

Survival. The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Severability/Waiver. The County and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Maryland and Wicomico County without regard to principles of conflicts of law.

Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.