

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



REQUEST FOR PROPOSAL

PROJECT: Countywide Generator Preventative Maintenance

DEPARTMENT: Public Works

VENDOR:

NAME: _____

ADDRESS: _____

PROPOSAL OPENING:

DATE: Friday, July 19, 2024

TIME: 2:30pm

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to contract for Preventative Maintenance on the county’s generators in conformity with the requirements contained herein (“Proposal Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a proposal for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Wednesday, July 10, 2024**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

D. FILLING OUT PROPOSAL DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and five bound copies of the proposal form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Proposal Documents should be complied as follows: (1) Cover letter, (2) Form of Proposal, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
6. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.
8. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF PROPOSAL DOCUMENTS

1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **COUNTYWIDE GENERATOR PREVENTATIVE MAINTENANCE** and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.
2. Proposals must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced proposal deadline. *Proposals received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Proposals are due and will be opened at the time listed on the front of this Proposal Document.**
4. If you are delivering a proposal in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the proposal is received on time.
5. 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 proposal.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Proposal Documents will be valid for a minimum of sixty days from the date of Proposal Document opening.
10. Electronically mailed proposals are **not** considered sealed proposals and will **not** be accepted.

F. OPENING OF PROPOSALS

1. Proposal Documents received on time will be opened publicly. Only the Vendor's names will be read aloud for the record.
2. The Contract will be awarded or all Proposal Documents will be rejected within sixty days from the date of the Proposal Document opening.

G. ACCEPTANCE OR REJECTION OF PROPOSALS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Proposal Documents, provided the proposal does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Proposal Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.

3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the proposal being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the proposal.

2. Any items, systems or devices supplied in this proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the proposal form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this proposal solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. 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 Successful Vendor thereunder respecting the County.
4. 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 Successful Vendor 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.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF PROPOSAL

1. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release proposal submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Proposal Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document.

Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

1. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Proposal Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their proposal.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Proposal Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
4. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Proposal Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the proposal form and listed on a separate sheet of paper attached to the proposal.

2. An exception to the specifications may disqualify the proposal. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. 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.
2. 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.
3. 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.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of proposal award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. PROPOSAL EVALUATION

1. Proposal tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the proposal tabulation for the proposal you are interested in. Proposal tabulations will be posted as soon as reasonably possible after the Proposal opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Proposal Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Proposal Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00

Or will be based on actual cost to the County, whichever is greater.

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings,

covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from qualified Vendors to provide preventative maintenance on the county's generators in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Contract pricing will be valid for the term of three (3) years starting July 1, 2024 and ending on June 30, 2027, ("Contract Period").
 - a. During this three (3) year period one of the requirements to validate this contract will require the bidder to change the antifreeze in all the generators on the attached list. The cost of the antifreeze is to be included in the annual bid.
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

C. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for two additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County's Administration Office in writing no later than 90 days prior to each subsequent year regarding the Successful Vendor's decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

D. SUMMARY

1. Perform two preventative maintenance inspections each year on generators listed on Attachment 1 with the exception of the two generators at the Detention Center.
 - a. Perform four preventive maintenance inspections each year on the two generators at the Detention Center.
2. Any additional repairs, parts or services which are required or recommended shall be brought to the attention of the contact person. Authorization for repairs can be made verbally by the contact person assigned to the generator or the county employee on duty responsible for the generator.
3. Service, periodic inspections or authorized work shall be performed during regular business hours, 7:30 am to 4:00 pm, Monday through Friday. Emergency repairs shall be responded to within two (2) hours of notification. Authorization for emergency repairs can be made verbally by the contact person assigned to the generator or by the county employee on duty responsible for emergency calls.

E. MAINTENANCE SPECIFICATIONS

1. Cooling System
 - a. Check all belts
 - b. Check all hoses
 - c. Test antifreeze, DCA level, and proper concentration
 - d. Change coolant filter, if applicable
 - e. Check block heater for proper operation
 - f. Check radiator and coolant level
 - g. Check water pump bearings
 - h. Coolant to be changed once within a three (3) year period
 - i. Check for leaks
2. Oil System

- a. Check oil level
 - b. Change engine oil and filters (once a year or every 150 hours)
 - c. Check for leaks
 - d. Label filter with date and hours it was changed
3. Fuel System
- a. Replace fuel filter (once a year or every 150 hours)
 - b. Check fuel lines and connections
 - c. Check for leaks
 - d. Check fuel level in tank and note on PM report
 - e. Label filter with date and hours it was changed
4. Battery and Starter System
- a. Inspect battery electrolyte level
 - b. Load test battery
 - c. Clean and tighten battery cables
 - d. Check battery charger for proper operation
 - e. Check starter
 - f. Check wiring and cable connections
5. Air and Exhaust System
- a. Check air filter
 - b. Check air intake and hoses
 - c. Check exhaust for leaks
 - d. Check muffler
 - e. Check rain cap/louvers/shutters
 - f. Check and drain condensation traps
6. Engine – Gas or LP
- a. Check spark plugs
 - b. Check ignition system – points, condenser, wires, cap and rotor button.
 - c. Check carburetor and choke system
7. Generator Test Run
- a. Check operation of all gauges
 - b. Test safety shutdowns
 - c. Check engine governor for proper operation
 - d. Check for stable voltage and frequency
 - e. Test system under load as system allows
8. Automatic Transfer Switch
- a. Visual Inspection of ATS enclosure
 - b. Check time delays
 - c. Check instrument and gauges
 - d. Check exerciser clock
 - e. Check selector switch
 - f. Perform “no load” and/or “load test”
 - g. Record critical values ie. voltage, amperage and frequency
 - h. Return system to automatic
9. Disposal
- a. Dispose of all waste products in accordance with EPA/DEP guidelines
10. Report

- a. Submit PM checklist, service report and invoice describing work performed within 30 days of inspection.
- b. List of recommended repairs if needed

F. SPECIAL PROVISIONS

1. Bids shall reflect the cost of the contract rendered on an annual basis.
2. Payment will be made for this contract from invoices accompanying written report after preventative maintenance has been performed.
3. Payment for additional repairs or emergency repairs will be paid from invoices accompanied by a written report detailing the repair. These invoices will need to be itemized to include labor hours and parts breakdown with prices.
4. The County reserves the right to add or delete generators to the contract.
5. Inspections shall be performed at 3-month intervals on the two generators at the Detention Center.
6. Inspections shall be performed at six-month intervals on all other generators.
7. Emergency Services and DPW, Maintenance Division must be notified prior to the preventative maintenance services being performed at the Courthouse or the 911 towers.
 - a. Keys to the towers can be picked up at Emergency Services. Once the preventative maintenance inspections are completed for Emergency Services, an employee must sign off on the preventative maintenance form.

G. ATTACHMENT

1. List of County Generators

H. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

I. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**
 - a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
 - b. The County will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

J. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

K. AWARD

1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

Weighting Factor	Criterion
20%	Qualifications of the Organization
10%	Vendor's understanding of the purpose and objectives of the specified work
10%	Vendor's organizational capacity to meet the demands of the RFP specifications
30%	Vendor's knowledge and experience to perform the specified work. (based on previous jobs of a similar nature)
30%	Price

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

- a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.
3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF PROPOSAL

To whom it may concern:

We submit bids, reflecting the cost of the contract on an annual basis, for preventative maintenance on the following generators:

Ocean Pines W/WW	31 generators	Bid \$ _____
River Run	6 generators	Bid \$ _____
West Ocean City Service Area	5 generators	Bid \$ _____
Nantucket Point Service Area	1 generator	Bid \$ _____
Newark Service Area	1 generator	Bid \$ _____
Mystic Harbor Service Area	12 generators	Bid \$ _____
Light House Sound	1 generator	Bid \$ _____
Glen Riddle	6 generators	Bid \$ _____
The Landings	2 generators	Bid \$ _____
Assateague Point	1 generator	Bid \$ _____
DPW - Administration	1 generator	Bid \$ _____
DPW – Roads Division	1 generator	Bid \$ _____
Emergency Services	9 generators	Bid \$ _____
Courthouse	1 generator	Bid \$ _____
Health Department	2 generators	Bid \$ _____
Recreation Division	1 generator	Bid \$ _____
Fire Training Center	1 generator	Bid \$ _____
Detention Center	2 generators	Bid \$ _____
Charles & Martha Fulton Senior Ctr.	1 generator	Bid \$ _____
Northern Worcester Senior Center	1 generator	Bid \$ _____
TOTAL BID		\$ _____

Please submit hourly rates for additional and emergency repairs.

Hourly Rate: _____ Travel Rate: _____

After Hours/Saturday Rate: _____ Legal Holidays/ Sunday Rate: _____

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ CHECK One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?

(Yes)____ (No) _____ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Proposal Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Proposal Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

_____ I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Work for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

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. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **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.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **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.

10. 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.

11. 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.

12. 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.

13. 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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

LIST OF GENERATORS

PUBLIC WORKS - WATER/WASTEWATER PUMPING STATIONS

Ocean Pines - Water/Wastewater Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
A	Elliot	100QD	BY12J709	275	200	125
B-Y	Elliot	100QD	BT07J563	275	200	125
C	Onan	100DGBL37235A	D900311815	275	200	100
D	MTU	DS00125D6S9AK0574	362768-1-1-0713	275	200	125
E	Onan	125DGEAL31840A	L880193169	275	200	125
F	Elliot	100QD	BY12J708	300	200	125
G	Kohler	100REOZJF	SGM32FWPK	448	200	100
H	Onan	25DKAF	E960607656	275	50	16.8
I	MTU	DS00100D6SPAK0574	362713-1-100713	275	200	100
J	Onan	80DGDA	B940533105	275	200	80
K	Onan	80DGDA-S10	K990021650	180	50	80
L	Powerguard	DLC124	D942165	275	200	125
M	Onan	100DGDB	H920479078	275	200	100
N	Powerguard	DLC125	D942166	180	200	125
O	Onan	25DKAF	J950591088	180	50	25
P	Onan	50DGCA	J950591077	500	50	50
Q-R	Onan	DFAB-3388704	A000043914	180	50	230
S	Onan	80DGDA	J950590661	180	50	80
T	Onan	100DBDB	L950594157	180	200	100
U	Kohler	20ROZJ81	382838	180	50	25
V	Kohler	30ROZJ81	382946	180	50	35
W	Onan	DGGD-5702538	A050736671	145	50	35
X	Cummins	DSFAA-5939131	J100160724	110	50	35
PORTABLE	Onan	100DGDB	F950579215	100	10	100

Ocean Pines - Water/Wasteater Treatment Plant

Contact Person - Dominic Ross, 410-641-5251 ext. 2422 dross@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Treatment Plant	Onan	750DFJR	B940532	2000	200	750
Treatment Plant (Blower)	CAT Blower	3306B	64205809	2000	200	200hp

Ocean Pines - Water/Wastewater Wells

Contact Person - Joe Serman, 410-641-5251 ext 2413 jserman@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Well 2	Katolight	D100FRZ4	LM349475-65640-1	300	50	100
Well 3	Katolight	D100FRZ4	LM250371-65642-2	300	50	100
Well 4	Katolight	D100FRZ4	LM350370-65640-2	300	50	100
Well 5	Katolight	D100FRZ4	LM350338-65634-1	300	50	100
Well 10	Onan	DGDA-5587897	L020449051	275	50	80

River Run Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station 1	Cummins	C50 D6	B220042811	75	50	50
Station 2	Elliot	25RD	BY11J677	75	50	25
Station 3	Kholer	10REOD	2141151	80	50	13.8
Station 5	Kholer	20REOZK	339NGMKR0020	75	50	24
Station 6	Kohler	40REOZK	33FYGMLL0020	133	50	42

River Run Treatment Plant

Contact Person - Dominic Ross, 410-641-5251 ext. 2422 dross@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Treatment Plant	Elliot	150RD	BY11J676	150	50	150

West Ocean City Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station 1	DMT	DMT150-CP	90157-1	1000	50	150
Station 2	Elliot	50RD	BY02J489	200	50	50
Station 3	Kohler	40REOZK	33FYGMMLL0004	200	50	42
Station 4	Cummings	DSFAE-A041D729	L150873506	100	50	80
Station 5	MTU	3R0096 DS30	95090602707	100	50	30

Nantucket Point Pumping Station

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station 6	Katolight	D40FPJ4T2	133857-1106	120	50	60

Newark Water Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Water Treatment Plant	Elliot	25RD	BY11J678	200	50	60

Mystic Harbor Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station B	Katolight	D25FJ54T2	120805-0106	200	50	30
Station C	Katolight	SED30FJJ4T2	145301-0507	200	50	30
Station D	Elliot	30RD	BW11J130	200	50	50
Station E	Onan	35DGBB42355F	A990851674	200	50	35
Station F	Onan	DGBB-4483237	F000117141	200	50	50
Station G	Onan	DGBB-4961691	F010255078	145	50	35
Station H	Cummins	C35 D6	F180372704	200	50	35
John Landing station 7	Cummins	C20 D6	J200825593	145	50	20
Sea Oaks	Kholer	40REOZK	33FYGMJC0010	145	50	42

Mystic Harbor Wastewater Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Wastewater Treatment Plant	MTU	DS02550D6SRAH1484	341288-1-1-0112	1000	50	550

Mystic Harbor Water Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Water Treatment Plant	Elliot	25RD	BY11J678	200	50	50

Mystic Harbor Wells

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Well 1&3	Generac	98A01962-S	2041153	200	250	60

Lighthouse Sound Pumping Station

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Pumping Station	Onan	DGCA-3374957	G990951172	300	50	50

Glen Riddle Wastewater Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Wastewater Treatment Plant	Onan	DFEK-5602633	D030496253	850	50	500

Glen Riddle Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Station 1	Onan	DGGD-5706915	C050753888	75	50	35
Station 2	Onan	DGHE-5655740	L030582203	75	50	50
Station 3	Onan	DGHE-5655724	L030582202	75	50	50
Station 4	Onan	DGHE-5707491	C050757230	75	50	50
Station 5	Onan	CD03C-1713565	C170160258	75	50	35

The Landings Wastewater Treatment Plant

Contact Person - Andy Glenn, 410-430-1899 aglenn@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Wastewater Treatment Plant	CAT	CAT0000K9EP02485	AER00554	1000	50	750

The Landings Pumping Stations

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Pump Station A	Cummins	DGGD-5668712	D040626134	145	50	35

Assateague Point Pumping Station

Contact Person - Jeff Tingle, 410-641-5251 ext. 2423 jtingle@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Pump Station 4	Katolight	D40FPJ4T2	133857-1106	50	40	40

PUBLIC WORKS- ADMINISTRATION

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
6113 Timmons Rd Snow Hill MD 21863	Kohler	200REOZJF	339CGMLF0008	400	25	195

PUBLIC WORKS - ROADS

Contact Person - Kevin Lynch, 410-632-2244 klynch@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
5764 Worcester Hwy Snow Hill MD 21863	Katolight	SD50FGJ4T	151773-0907	550	25	50

EMERGENCY SERVICES

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
Snow Hill Water Tower, 112 N Washington St Snow Hill MD 21863	Kohler 2023	KG45	33MFGMLN0003	Propane	25	45
Pocomoke Water Tower, 1844 Pocomoke Beltway Pocomoke MD 21851	Generac	QT02524ANSNA	3000353029	Propane	25	25
Mystic Harbor Water Tower, 9624 Stephen Decatur Hwy, Berlin Md 21811	Generac	SG45	3003966521	Propane	25	45
New Building, 2630 Klej Grange Rd, Pocomoke MD 21851	Onan	GGHF-7482576	K080222746	Propane	25	35
Old Building, 2630 Klej Grange Rd, Pocomoke MD 21851	Onan	GGFD-5565132	GO20397653	Propane	200	75

State Building, 6841
Central Site Ln, Newark
MD 21841

Kholer	60RZG	708918	Propane	25	60
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New County Building,
6841 Central Site Ln,
Newark MD 21841

Generac	488370100	2081437	Propane	25	75
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HVAC/GEN Trailer

Applied Companies	20RFH33DWLP	813 A	Diesel	20	23
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Comms Trailer Gen

Cummins 2019	12HDKCD-2209H	G190600633	Diesel	20	12
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COURTHOUSE

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
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One West Market St,
Snow Hill MD 21863

Kholer	450REOZD4	708083	Fuel Oil/1000	50	450
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BERLIN HEALTH DEPARTMENT

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
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7916 Healthway Drive,
Berlin MD 21811

Stateline	SPC125J	2379	Fuel Oil/250	50	125
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SNOW HILL HEALTH DEPARTMENT

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
6040 Public Landing Rd, Snow Hill MD 21863	Katolight	SED230FBJ4	115215-0905	Fuel Oil/410	200	230

RECREATION DEPARTMENT

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
6030 Public Landing Rd, Snow Hill MD 21863	Katolight	SED400FRX4T3	149220-0707	Fuel Oil/ 800	40	400

FIRE TRAINING CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
6841 Central Site Ln, Newark MD 21841	Baldor	8.00-70	PO611130003	Fuel Oil/200	50	100

DETENTION CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
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Detention Center #1, 5022 Joyner Rd, Snow Hill MD 21863	Kohler	350REOZJ	33DTGMGH0004	Diesel	50	250
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Detention Center #2, 5022 Joyner Rd, Snow Hill MD 21863	High Power	HDI-300F	NEW	Diesel	50	300
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CHARLES & MARTHA FULTON CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
4767 Snow Hill Rd, Snow Hill MD 21863	MTU	DS00100D6PAK0574	307236-1-1-0309	Fuel Oil/1000	50	275

NORTHERN WORCESTER SENIOR CENTER

Contact Person - Mike Hutchinson, 410-632-3766 mhutchinson@co.worcester.md.us

<u>LOCATION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>TANK/GALLONS</u>	<u>HOURS/YEAR</u>	<u>SIZE IN KW</u>
10129 Old Ocean City Blvd, Berlin MD 21811	MTU	DS00100D6SPAK0574	336517-1-1-0811	Fuel Oil/1000	50	100