

FOR REFERENCE ONLY. DO NOT SUBMIT WITH BID
Final Contract will be in substantially this form

Caroline County Government

109 Market Street, Room 123
Denton, MD 21629
Telephone: (410) 479-0660
Fax: (410) 479-4060

VENDOR CONTRACT

Date:

- Purchase Under \$40,000
- Purchase Over \$40,000
- Piggyback
- Sole Source
- Renewal

VENDOR:

Name:
Address:
City, State Zip:
Phone & Fax Number:
Email:
Contact:

This Contract made on the date signed below is between the COUNTY Commissioners of Caroline COUNTY, a body politic and corporate and political subdivision of the State of Maryland (**COUNTY**), and the **VENDOR** identified above, a Maryland business or foreign entity licensed to conduct business in the State as set forth below. (circle one)

I. PRODUCT/SERVICE: *Describe the product or service to be provided.*

Removal of existing flooring and installation of new flooring in three (3) common areas of the HAPS building, located at 403 South 7th Street, Denton, Maryland 21629.

II. STATEMENT OF WORK:

1. Scope of work as listed in VENDOR Quote "Attachment A"

All work will be performed in compliance with the technical specifications in Attachment "A" and the standards required by the State of Maryland and Caroline County where the highest standard shall prevail. In the absence of such specifications, all work shall be performed to the highest standards of workmanship. All work shall be warranted against defects in material and or workmanship for a period of one (1) year unless otherwise specified.

The VENDOR agrees to the following miscellaneous provisions:

1. The VENDOR is to submit a copy of this Contract and ALL DELIVERABLES with each invoice to COUNTY. The final invoice is to be submitted within 60 days of the completion of this Contract. Caroline issues checks on a biweekly basis. Payment will not be made until all deliverables are received.

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2. The VENDOR agrees to operate and provide services in accordance with the provisions of this Contract, with all assurances, terms, and conditions included.
3. The VENDOR assures COUNTY that it possesses the legal authority to enter this Contract and that its governing body has authorized the signatory official to enter this Contract and any subsequent modifications.
4. The VENDOR further assures COUNTY that neither it nor its principals are presently debarred from receiving federal, state, or local funds and shall disclose before execution of this Contract any litigation or potential litigation the VENDOR may be subject to.
5. The VENDOR must comply with the ethics provisions contained in Chapter 33, Ethics, of the Code of Public Local Laws for Caroline County.
6. The VENDOR shall indemnify and hold harmless the COUNTY from any loss, cost, damage, or other expenses including attorney's fees and litigation expenses incurred due to the VENDOR'S negligence or failure to perform any of its contractual obligations.
7. COUNTY reserves the right to cancel this Contract should the VENDOR fail to fulfill in a timely and proper manner its obligations under this Contract.
8. COUNTY, the State of Maryland, and any other duly authorized governmental agency shall have the authority to audit, examine, and make excerpts or transcripts from records pertaining to this Contract.
9. The VENDOR will supply reports and paperwork as required by COUNTY and will retain records pertaining to this Contract for a minimum of three (3) years.
10. The VENDOR will obtain and keep in force, during the terms of the Contract, insurance required by law and such additional amounts as deemed reasonable or prudent by the COUNTY.
11. The benefits and obligations hereunder shall not be sublet, assigned, delegated, or otherwise disposed of by either party, except with prior written consent of the other party.
12. Any sublease, assignment, delegation, or other disposal violating the section shall be null and void.
13. All disputes under this Contract, if not resolved by the parties, shall be resolved in accordance with the laws of the State of Maryland by a court of competent jurisdiction located in Caroline County.
14. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this Contract shall be construed and enforced as if such invalid or unenforceable provisions had not been contained therein. The terms of this Contract shall prevail over any conflicting provision of any Attachment hereto.
15. This Contract merges and supersedes all prior negotiations, representations, and Contracts between the parties hereto relating to the subject matter hereof and constitutes the entire Contract between the parties hereto in respect thereof.
16. In the event of violations or breaches of the requirements of this Contract by the VENDOR, COUNTY may pursue any legal remedies or sanctions as may be appropriate.
17. As evidenced by the signatures below, this Contract is hereby executed pursuant to the terms and conditions contained herein. Pursuant to Caroline County Code, §51-6, the Director of Purchasing, his or her designee, and all Department Directors have the authority to enter into contracts on behalf of the COUNTY within their purchasing authority.

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18. The performance of work under this Contract may be terminated by the COUNTY in accordance with this clause in whole, or from time to time in part, whenever the COUNTY shall determine that such termination is in the best interest of the COUNTY. The COUNTY will pay all reasonable costs associated with this Contract that the VENDOR has incurred up to the date of termination and all reasonable costs associated with the termination of the Contract; provided, however, the VENDOR shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
19. Insurance required by the terms of this Contract,
 - A. General Liability – Minimum \$2,000,000
 - a. This can be a combination of General Liability & Umbrella
 - i. OR
 - b. \$1,000,000 per occurrence and \$2,000,000 aggregate
 - B. Workers’ Compensation Insurance as required by law.
 - C. All required coverages shall include and specifically name the “Caroline County Commissioners” as an additional insured and loss payee with respect to all operations under the Contract.

The successful bidder will furnish the COUNTY with any up-to-date certificates of insurance stating the requirements listed above at Contract implementation.

20. Nothing in this Contract creates an employee-employer relationship between the VENDOR and COUNTY.
21. The VENDOR shall be prepared to execute a finished project in every way without any extra charge unless specifically provided for within the Contract.
22. Should there be any discrepancies between field conditions after bidding and prior to the beginning of work, the VENDOR shall bring such discrepancies to the attention of the Caroline County Department of Recreation and Parks at the work initiation conference.
23. Caroline County shall not be responsible for any conditions resulting from the reuse of materials that are to be disposed of off-site by VENDOR.
24. Before submitting a proposal for this project, VENDOR shall visit the construction site and thoroughly familiarize himself with all existing conditions above and below ground.
25. The VENDOR shall provide and maintain in a neat sanitary condition such accommodations for the use of their employees as may be necessary to comply with the requirements and regulations of the Health Department of Caroline County or other authorities having jurisdiction and shall commit no public nuisance.
26. The work under this Contract includes all necessary items required for good, safe, and sanitary construction practices and administration of the project. These requirements are subject to the approval of the COUNTY.

III. TERM

This Contract shall remain in effect for a period of sixty (60) days, beginning on _____, and ending on _____. Upon written notice, the COUNTY may terminate the Contract, in whole or in part, when the COUNTY determines termination is in the COUNTY’s best interest; such termination is effective on the date specified in the COUNTY’s written notice; and the COUNTY will pay for reasonable costs allocable to the Contract for work or costs incurred by the VENDOR up to the date of termination.

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TOTAL VALUE FOR PROCUREMENT PURPOSES IS: \$ _____

EXECUTED on the _____ day of _____ 2023.

Approved for Legal Sufficiency:

Stewart Barroll, Caroline County Attorney

Mark as attached:

- Attachment A - Scope of Work

Click on the arrow to drop down the appropriate signatures.

Contracts requiring Commissioner Signature (OVER 40\$ K)

IN WITNESS WHEREOF, each party has executed this Contract on the date set forth with its signature.

Jennifer Reibly, PIO

J. Travis Breeding
President

VENDOR

Signature: _____

Printed Name/Title: _____

Date: _____

Title: _____

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Contracts under \$40K for Departmental Signatures

IN WITNESS WHEREOF, each party has executed this Contract on the date set forth with its signature.

COUNTY SIGNATURE

VENDOR SIGNATURE

Department

Vendor Printed Name / Title

Director Signature

Date: _____

Directors Printed Name

Date: _____