

**GENERAL TERMS AND CONDITIONS – PRINCE GEORGE'S COUNTY GOVERNMENT**

The following standard General Terms and Conditions (“GTCs”) shall apply to and govern all contracts or agreements to which these GTCs are made a part thereof (collectively, “Contracts”; individually the “Contract”) for the acquisition of goods and/or services by Prince George’s County, Maryland (the “County”) from the seller/provider/contractor/consultant/ vendor (or any other term to denote the counterparty) name in the Contract (the “Contractor”).

1. **NON-APPROPRIATION:** In the event that sufficient funds are not appropriated for the payment of the goods or services under this Agreement, the County may terminate this Agreement at the end of the last fiscal year or earlier date for which an appropriation is available and the County will not be obligated to make payments beyond the last date for which an appropriation is available. The County agrees to deliver written notice to the Contractor of such termination no later than ten days after the County has knowledge that an appropriation will not be available. The failure to give the notice will not extend this Agreement beyond such fiscal year or affect the termination of this Agreement pursuant to this Section. Upon termination of this Agreement for non-appropriation, the County will pay for all goods and services provided under this Agreement up to the date of termination. However, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be entitled to any damages or costs associated with such termination. Upon the payment of such proceeds to the Contractor, all obligations of the County under this Agreement requiring the expenditure of money will cease.
2. **INVOICES:** Unless instructed otherwise, all invoices shall include the following: (1) Contractor's name and remittance address; (2) Contractor's tax identification number; (3) reference to contract number; and (4) documentation as to resultant product or task completed during the period of time covering the invoice.
3. **PREVAILING LAW; SUBMISSION TO JURISDICTION:** The Contract shall be governed by the laws of Prince George’s County and the State of Maryland. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Contract or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal or state courts located in Prince George's County. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum.
4. **CONTINGENCY FEE PROHIBITION:** The Contractor hereby represents that they have not retained anyone to solicit or secure this Contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.
5. **SHIPPING TERMS; TITLE AND RISK OF LOSS:** Delivery of the goods under the Contract shall be made FOB Destination (as specified in the Contract) in accordance with the terms in the Contract. Title and risk of loss passes to Buyer upon delivery of the goods at the Destination.
6. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless the County, its officers, directors, agents and employees (each, including the County, a “Covered Person”) from and against any and all pending or threatened claims, losses, liabilities, litigation, damage, penalty, expense and demands of every kind and nature whatsoever (any of the foregoing a “Loss”), including, without limitation, the costs as and when incurred of defending any such Loss, and including, without limitation, reasonable attorneys’ fees and disbursements therefore, incurred by a Covered Person resulting from or arising in connection with the performance of this Contract, caused in part or in whole by a breach of contract or any negligent or willful act or omission of Contractor, its officers, agents, employees or representatives. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to the County by any forum. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The County does not waive any right or defense, or forebear any action, in connection herewith. The indemnification provisions set forth in this Section shall survive termination or expiration of this Contract. Contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.
7. **MARYLAND STATE DISCLOSURE:** The Contractor shall comply with the provisions of Md. Code Annotated, Election Law Sections 14-101 through 14-104, entitled “Disclosure By Persons Doing Public Business” which requires that every person doing public business shall file a statement with the State Board as required by the applicable code provisions.
8. **PROMPT PAYMENT:** Contractor shall include in each of its subcontracts:
  - (a) a payment clause which obligates Contractor to pay its subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such Contract; and
  - (b) interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month.
  - (c) a clause requiring the subcontractor to (i) include a payment clause and an interest penalty clause that conforms to the standards of paragraph (a) and (b) above; and (ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

9. **CONTRACT DISPUTE RESOLUTION:** All claims and disputes arising under the Contract shall be administered by the Contract Administrator and handled in accordance with Sections 10A-104 and 10A-107 of the County Code.
10. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations under this 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 written notice shall specify the acts or omissions relied on as cause for termination. All furnished services 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 or deduct from monies due the Contractor on this or other County contracts. Damages may include excess re-procurement costs.
11. **TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County with 30 calendar days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 calendar days, 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 compensate Contractor for all monies earned up to the date of termination. However, the Contractor shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination.
12. **OSHA REGULATIONS, BLOODBORNE PATHOGENS:** The Contractor shall, during the course of performance under the Contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to blood borne pathogens and other potentially infectious materials. During the performance of this Contract, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available Hepatitis B vaccine and vaccination series to all employees who have occupational exposure and post-exposure follow-up following exposure incidents.
13. **ASSIGNMENT OF CONTRACT:** All covenants and agreements herein contained shall extend and be obligatory on any successor and assigns of the Contractor. It is mutually understood and agreed that Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or its right, title or interest herein, or its power to execute such Contract, to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms, of the Contract.
14. **NON-DISCRIMINATION:** Contractor shall not discriminate against any worker, employee or applicant, or any member of the public because of sex, race, creed, color, age, mental or physical disability, sexual orientation, or national origin. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. Contractor shall incorporate the provisions of this Section in all contracts entered into with suppliers of materials or services. Contractor and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
15. **EMPLOYMENT OF COUNTY PERSONNEL:** The Contractor may not engage, on a full-time, part-time or other basis, during the period of the Contract, any professional or technical personnel in the employ of Prince George's County.
16. **ECONOMIC DEVELOPMENT:** Under authority of the County Executive (Executive Order No. 17-1997), Prince George's County based businesses are encouraged to participate in the County's procurement process. Prince George's County Government is committed to promoting economic development, expanding business opportunities, and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Economic Development Corporation. Information on the County's contracting process and opportunities may be obtained through the Office of Central Services, Contract Administration and Procurement Division.
17. **SEXUAL HARASSMENT:** Prince George's County Government is committed to providing a work environment that is free from discrimination, insults, intimidation and other forms for harassment. The County prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of Contract, and thus the Contractor will be required to remove the offender from the job-site.
18. **RELEASE OF INFORMATION:** During the term of the Contract, the Contractor may not release any information related to the services or performance of services under the Contract, nor publish any reports or documents relating to the County, the account, or performance of services under the Contract, without prior written consent of the County; and the Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining in any way to the County, the account, or the Contract by the Contractor or its agents or employees.
19. **TAX EXEMPTIONS:** Prince George's County is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K.
20. **CONTRACT ALTERATIONS:** No alterations or variables in the terms of a Contract shall be valid or binding upon the County unless made in writing and signed by an authorized representative of the County.
21. **DELINQUENT TAX SETOFFS:** In the event that the Contractor owes money to the County as a result of the entry of judgment, debt

arising out of a Contract, default as surety to the County, delinquent taxes or assessments or for any other debt or liquidated damages, the County may withhold and set-off such sums owed to the County from payments owed to the Contractor by virtue of this or other contracts.

- 22. GENERAL GUARANTY:** Contractor agrees to:
- (a) Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract which the Contractor is not the patentee, assignee, licensee or owner.
  - (b) Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - (c) Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which it or its workmen is responsible.
  - (d) Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.
- 23. CONFLICT OF INTEREST:** As a prerequisite for the payment pursuant to the terms of this Contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the Contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the County. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding \$1,000 or imprisonment not exceeding six months, or both such fine and imprisonment.
- 24. CONFIDENTIALITY:** The parties acknowledge that information it obtains from the disclosing party (the "Discloser") in connection with any service or equipment it provides under the terms of this Agreement may be confidential. The receiver of such confidential information (the "Receiver") agrees to maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the term of this Agreement, the Receiver shall not release any information related to the services or performance of services under this Agreement nor publish any reports or documents relating to the Discloser's account, or performance of services under this Agreement without the prior written consent of the Discloser; except, however, the Receiver may disclose information (i) that the Discloser has approved by prior writing for disclosure; (ii) that is disclosed to the Receiver's professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in the Receiver's possession or available to it from a third party prior to its receipt in connection with any service; (v) which is obtained by the Receiver from a third party who is not known to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which the Receiver is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.
- 25. FORCE MAJEURE:** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by Force Majeure. For the purposes of this Contract a "Force Majeure" shall mean (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) trade embargoes or blockades in effect after the date of this Contract an impacting upon materials necessary for the matter contemplated hereby; (f) national, state or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) pandemics, epidemics, including, but not limited to, COVID-19 related stoppages and COVID-19 related stay at home orders; and (j) other similar events beyond the reasonable control of the impacted party.
- 26. NO WAIVERS; CUMULATIVE RIGHTS:** No failure or delay by any party in exercising any right, power or privilege under the Contract shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided under the Contract shall be cumulative and not exclusive of any rights or remedies provided by law. Each right granted to a party under the Contract, or in any other document contemplated by the Contract or delivered under or executed concurrently with the Contract, or by law or equity, shall be cumulative and be exercised at any time, or from time to time.
- 27. STATUS OF PARTIES:** The relationship of the parties to this Contract is one of independent contractors and no partnership or joint venture is intended to be created. No party shall represent itself as the agent or employee of any other party.
- 28. NO THIRD-PARTY BENEFICIARIES:** This Contract is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.
- 29. CONSTRUCTION:** These General Terms and Conditions shall not be construed against the party preparing them but shall be construed as if the parties jointly prepared them and any uncertainty or ambiguity shall not be interpreted against any party. If any term or other provision herein is found to be unenforceable, invalid or illegal, such term or provision shall be deemed deleted from this Contract, and the remainder

of this Contract shall not be affected or impaired thereby.

30. **HEADINGS:** Any captions or headings used in this Contract are for convenience only and do not define or limit the scope of this Contract.
31. **FURTHER ASSURANCES:** Each party agrees to do such things, perform such acts and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Contract, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.
32. **ELECTRONIC EXECUTION:** The parties acknowledge and agree that this Contract may be executed by electronic or digital signature. The words "execution," "signed," "signature," and words of similar import in this Contract shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Maryland Uniform Electronic Transactions Act (§§21-106, 21-111 and 21-117, Commercial Law Article, Annotated Code of Maryland,) or any other similar state laws based on the Uniform Electronic Transactions Act.
33. **AUTHORITY:** Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Contract. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Contract.
34. **SEVERABILITY:** If any term or provision of the Contract or these General Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
35. **LICENSURE REQUIREMENTS:** The Contractor shall obtain and maintain all necessary licenses and/or certifications, where licensure and/or certification are required for the provision of services under the terms of this Agreement.
36. **SUCCESSORS AND ASSIGNS:** The terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
37. **INTERPRETATION:** This Agreement shall be construed as a whole and in accordance with its fair meaning and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.
38. **INSURANCE:** The Contractor represents, warrants, and covenants that it shall comply with the insurance requirements established for the Contract. Contractor agrees to provide evidence of such insurance coverages to the County upon the County's request and in the form acceptable to the County to the County's sole satisfaction.
39. **COUNTERPARTS:** The Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single contract.
40. **CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS:** The signatories executing this Contract on behalf of the County and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.
41. **FINAL AGREEMENT:** This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto.

### **COMPETITIVE PROCUREMENT PROVISIONS**

*(In addition to the above stated provisions, the following provisions apply  
ONLY if this Contract was awarded after competitive procurement)*

42. **VENDOR QUALIFICATION STATEMENT:** Vendors seeking contracts with the County are advised that prior to the Contract award, a Vendor's Qualification Statement shall be required under the provisions of Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, as pertains to conviction for bribery.
43. **COLLUSIVE BIDDING:** Bidder or Offeror certifies that its bid or proposal is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid 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.
44. **IDENTICAL BIDDING – EXECUTIVE ORDER NO. 10946:** All identical proposals submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of the County, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961, for possible violation and enforcement of antitrust laws.

45. **PROTESTS:** Any Offeror or Bidder that alleges that it has been or will be improperly denied the award of contract may protest the decision or potential decision of the County after the receipt and opening of proposals. Any protest shall be in writing and filed in duplicate with the County Purchasing Agent in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents, which substantiate the protestor's allegations. All protests shall be delivered to the Purchasing Agent not later than seven (7) calendar days after the protestor knew or should have known the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible. Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals shall be delivered before bid opening or closing date for receipt of proposals. Protest not delivered within the time periods specified above shall be untimely.
46. **COMPLIANCE WITH LAW:** By submitting a Bid or Proposal in response to this Solicitation, the Bidder or Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.
47. **SPECIAL ACCOMMODATIONS:** Prince George's County Government is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders and Offerors requesting special accommodations should call the ADA Compliance Manager at (301) 265-8450/ Maryland Relay – 711.
48. **WELFARE TO WORK INITIATIVE:** The Prince George's County Government actively supports provisions of the Welfare Innovation Act of 1996. Bidders and Offerors responding to County solicitations are encouraged to hire persons enrolled in the Resource Initiative for Self- Empowerment Program as part of their bid or proposal. Bidders and Offerors interested in additional information on the welfare to work effort should contact Prince George's County's Department of Social Services/Family Investment Program at (301) 909-6000 for referrals and to complete a job order form for all available positions.
49. **ARREARAGES:** By submitting a response to this solicitation a Bidder or Offeror shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the County and State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.
50. **EXCESS REPROCUREMENT COSTS:** The Bidder or Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the Contractor is obligated to the County for any excess reprocurement costs incurred by the County as a result of the Contractor's default. Excess reprocurement costs shall be defined as the difference between the defaulting Contractors Contract price and the price paid by the County for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the County in making the reprocurement. The Contractor agrees by submitting a proposal that such excess reprocurement costs may be recovered by the County by: 1) deduction of such amount from monies owed the Contractor on this or any other contract(s) the Contractor may have with the County, 2) recourse to the Contractor's surety, 3) direct payment by the Contractor to the County, or 4) legal action against the Contractor.