



COORDINATING COMMITTEE

**PUR-1424
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE
AND
PRICE PROPOSALS
ORACLE FUSION CONSULTANT SERVICES
REQUIREMENTS CONTRACT**

The Board of County Commissioners of Washington County, Maryland (BOCC) is requesting Qualifications and Experience and Price Proposal Submittals from qualified firms to provide public sector Oracle Fusion functional and technical consultant services. These services are to be provided on an as-needed basis under a Requirements Contract. The contract will be in effect for a period of two (2) years from the execution of the Agreement, with a provision for up to three (3) one (1) year extensions.

The Washington County Coordinating Committee will be evaluating submissions to this request and will consider those firms deemed most qualified. The Committee reserves the right to interview some or all of the prospective firms.

The format for submittals, information regarding the scope of work, and selection criteria to be used by the Committee are available from the Washington County website by accessing <https://www.washco-md.net> "Division & Departments/Purchasing Department/Open Bid Invitations." or inquiries regarding this request can be directed to Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330.

A Pre-Proposal Conference will be held at **2:00 P.M. (EDST), on Monday, April 22, 2019**, in the Second Floor Conference Room 2001 of the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but attendance is strongly encouraged.

Interested firms shall submit one (1) original, eight (8) copies and nine (9) flash drives of their Qualifications and Experience information enclosed in a sealed opaque envelope marked "**Q & E – Oracle Fusion Consultant Services**" and one (1) original, eight (8) copies and nine (9) flash drives of their Price Proposals in a separately sealed opaque envelope marked "**Price Proposal – Oracle Fusion Consultant Services**", are due into the Office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740-4748, no later than **4:00 P.M. (EDST), Tuesday, May 14, 2019**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification.

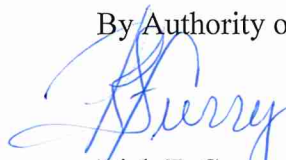
NOTE: All Proposers must enter the County Administration Complex through the front door, 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are now controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type: Firearms, ammunition and explosive devices; Cutting instruments of any type – including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 7-1-1 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO - Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities, and technicalities in the best interest of Washington County.

The Board of County Commissioners of Washington County, Maryland reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

PUR-1424
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE
AND
PRICE PROPOSALS FOR
ORACLE FUSION CONSULTANT SERVICES
REQUIREMENTS CONTRACT

April 12, 2019

I. INTRODUCTION

- A. Washington County, Maryland, hereinafter referred to as the County, seeks from all qualified Oracle Fusion consultant firms, proposals to provide **public sector** functional and technical consultant services on an as-needed basis. The County currently subscribes to nine (9) Oracle Fusion Cloud Services which includes monthly and quarterly updates and is provisioned with three cloud environments (production, test and development). Each cloud environment is currently at version R13, 19A (11.13.19.01.00).
- B. Interested firms shall provide Qualifications and Experience (Q & E) submittals concurrently with Price Proposals in separately sealed envelopes. The County intends to open and review each firm's Q & E to evaluate qualifications and experience first. If the Q & E is deemed acceptable and responsive, the envelope containing the firm's Price Proposal will then be opened. For those Q & E's considered unsatisfactory and non-responsive, the envelope containing the related Price Proposal will be returned unopened to the respective firm. By virtue of submitting a proposal, all interested parties are acknowledging that Washington County reserves the right to reject any or all proposals if it determines that they are not responsive to this Request for Proposals (RFP) or if the proposals themselves are judged not to be in the best interest of the County.
- C. This RFP is being issued by the Information Systems Division and the respective user divisions and departments for the County. Vendors are specifically directed **NOT** to contact any County personnel, for meetings, conferences or technical discussion related to the RFP. Unauthorized contact of any County personnel may be cause for rejection of vendor's RFP response.

- D. All communications regarding the RFP shall be referred to:

Rick F. Curry, CPPO – Director of Purchasing
Washington County Administration Complex
100 West Washington Street, Third Floor, Room 3200
Hagerstown, MD 21740-4748
Telephone: 240-313-2330
FAX: 240-313-2331
Email: purchasingquestions@washco-md.net

II. BACKGROUND

- A. Washington County, founded in 1776, is situated in northwestern Maryland. The County is 460 square miles with a population of approximately 132,638. Major services provided by the County include planning and community development, public safety, public works, economic development, and recreation.
- B. The Division of Budget and Finance administers policies affecting financial and accounting control systems. The Information Systems Division is the primary sponsor of this RFP. Other divisions or departments that the consultant may be expected to work with include Budget and Finance, Human Resources, and Purchasing.

III. PURPOSE AND SCOPE

A. PURPOSE

Washington County is seeking **qualified Oracle Fusion** consultant firms, hereinafter referred to as the Consultants, to provide **experienced public sector consultant services** to assist Washington County functional and technical staff with planning, prioritization, and implementation of new or existing functionality; configuration review, assistance and knowledge transfer; reporting and data tool configuration, assistance and training for the County's public sector Oracle Fusion cloud based applications and environment software platforms (production, test and development) as required on an as-needed basis.

B. SCOPE OF CONTRACT

1. Requirements contracts will be in effect for a period of two (2) years from execution of the Agreement, with a provision for the County to renew for up to three (3) additional consecutive one (1) year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date. If the consultant wishes to renew the contract, he must submit a letter of intent to the County's Representative at least one hundred twenty (120) calendar days prior to the expiration of the contract. The County reserves the right to accept or reject any request for renewal. For the initial two (2) years of the Contract, there will be no increase applied to the consultant's proposed labor rates. For each of the three (3) one (1) year extensions, a three (3%) percent increase will automatically be applied to all labor rates of the prior contract term's rates. All other terms and conditions

shall remain unchanged. The consultant shall not consider the right of the County to extend the initial contract term to constitute or imply any obligation by the County to renew the Contract.

2. There will be no fixed contract price. A not-to-exceed limit will be established for each individual assignment as described in Item 7 of this section. The consultant will be compensated for each assignment as outlined in Section VII (Compensation). The County has identified potential Oracle Fusion related assignments; still there are no guarantees as to the minimum or maximum value of this contract.

However; on occasion the County will require public sector Oracle Fusion life line support to address time critical issues (an incident) in which an Oracle SR may not provide timely resolution and an assignment is not prudent. For this case, the consultant shall identify and provide contact information for senior subject area experts that are capable to provide time critical life line support and whose qualifications exceeds the minimal qualifications outlined in Section VIII (Qualifications) that the County may contact via telephone or email. The consultant's life line expert(s) shall respond verbally to the County's contact person within four (4) hours after the initial contact and will be compensated at 150% of the consultant's proposed remote hourly rate specified for the subject matter classification written on Attachment A (Proposal Form). Each incident will have an initial maximum not to exceed budget of \$1,000. In the event, the incident expenses will exceed \$1,000 then the consultant's life line expert shall notify the County's incident contact for verbal or written approval to proceed and shall provide additional time requirements and costing information required to successfully resolve the incident. Please note that the consultant shall provide the senior subject area expert contact information after the RFP has been awarded by the BOCC and the execution of the Agreements (Attachment D & E) has occurred.

3. The County will consider proposals from consultants that can provide all **public sector services** defined herein. The public sector software discipline groupings are as follows:

- a. Oracle Planning and Budgeting Cloud Service
- b. Oracle Fusion Financials Cloud Service
- c. Oracle Fusion Purchasing Cloud Service
- d. Oracle Fusion Transactional Business Intelligence (OTBI) Cloud Service
- e. Oracle Fusion Project Financials Cloud Service
- f. Oracle Fusion Self Service Procurement Cloud Service
- g. Oracle Human Capital Management Base Cloud Service
- h. Oracle Payroll Cloud Service for United States
- i. Oracle Fusion Time and Labor Cloud Service

4. Work is to be performed at an on-site Hagerstown, Maryland location or by remote access (via remote desktop technology) to County hosted resources. Work hours are Monday through Friday, 7:30am until 4:30 pm EDST, with the option of additional hours upon request from the County.
5. The consultant's resources must speak fluent English and shall not have an accent that is difficult for County employees to comprehend.
6. The consultant must be able to provide experienced public sector resources, including but not limited to the following:
 - a. Expertise in providing public sector Oracle Fusion application configuration assistance and overview to determine and ensure appropriate function-based configuration
 - b. Expertise in providing insight into determining the issues that lead to inconsistent and unexpected anomalies seen in public sector payroll and time and labor
 - c. Expertise in providing training and assistance for public sector OTBI analysis, OTBI advanced topics, join subject areas, reports and data modeling
 - d. Expertise in providing public sector HCM data loader training and support
7. Assignments will be awarded on a case-by-case basis as the need arises. Award of assignments will be based on two (2) distinct methods depending on the costs associated with the assignment. Assignments with a total cost less than or equal to \$50,000 will be awarded to the designated responsive-responsible consultant with the lowest price proposal. Assignments with costs anticipated to exceed \$50,000 will have a defined statement of work specified and distributed to those consultants deemed most qualified and offered on a stand-by list. The County intends to limit the stand-by list to a maximum of three (3) consultants, one (1) of which will be the designated responsive-responsible consultant with the lowest price proposal. An Assignment cost value will be determined when the consultant applies the necessary man-hours and his standard rates to the individual assignment.
8. The consultant and County will agree to a statement of work, schedule, work location and total cost in writing prior to issuing a Notice to Proceed for each individual assignment, as outlined in Section V (Project Assignment Sequence).
9. Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the County, or for participating in any selection interviews.

IV. ASSIGNMENT SUBMITTALS AND SCHEDULES

Due to the wide variety of potential project assignments anticipated under this contract, specific submittal and schedule requirements will not be established at this time. Such requirements will be established for each assignment prior to issuing the Notice to Proceed.

V. PROJECT ASSIGNMENT SEQUENCE

Due to the varying type of projects anticipated under this contract, the actual project sequence will vary. For the purpose of preparing a response to this request for proposal, the following is presented as a typical project assignment sequence.

Regardless of the value of the assignment's cost, unless designated otherwise in the scope of work request, the County will require the consultant to submit a proposal generally within three (3) weeks of issuing the request. In order to remain on the stand-by list, each and every consultant must respond to the request for proposals by either submitting a proposal or a letter indicating no interest or lack of available manpower for the respective assignment. Failure to provide a response by the designated deadline may be just cause for the County to remove the consultant from the stand-by list.

A. Project assignments with a County estimated cost equal to or less than \$50,000:

1. The County will develop a scope of services and forward it to the designated responsive responsible consultant with the lowest price proposal. The County will designate if liquidated damages will apply to this project as part of the scope.
2. The County may hold a scoping meeting with the designated responsive-responsible consultant with the lowest price proposal to further explain any specifics regarding the project or provide documents and information necessary to prepare a reasonable proposal.
3. The consultant shall estimate the number of man-hours and calculate the cost necessary to complete the scope defined. The consultant shall prepare man-hour summary and proposal submission to the County for review and comment. The consultant shall not deviate from the stated hourly rates in the original price proposal throughout the duration of the contract including any extensions, unless specifically authorized in writing by the County. At a minimum, the proposal must include a detailed summary of the work to be completed, a specific man-hour (by job classification) summary of the positions used on the assignment and a schedule that including estimated time of completion (including reasonable and customary expectations for County reviews). The proposal price shall be a "not to exceed" value for the work depicted in the scoping letter, statement of work or description provided to the consultant.
4. After the County and consultant agree on the proposal, the County will issue a notice to proceed (NTP) to the consultant. If the County and the consultant cannot come to an agreement on the assignment cost and/or schedule for completion, the County may elect, and reserves the right, to award the assignment using the

procedures set-forth for projects valued at over \$50,000.

5. The consultant shall commence with the work defined in the scope of services. The consultant may not commence with any work without a written notice to proceed from the County.
 6. If the County seeks a proposal from the responsive-responsible consultant with the lowest price proposal, and the proposal value exceeds \$50,000; the County will maintain that proposal in confidence and seek proposals from the other consultants on the stand-by list to determine the lowest overall price proposal following the procedures set forth in the following section.
- B. Project assignments with a County estimated cost greater than \$50,000:
1. The County will develop a scope of work and forward it to the designated responsive-responsible consultant with the lowest price proposal and all consultants designated on the “stand-by” list. The County will designate if liquidated damages will apply to this project as part of the scope.
 2. The County may hold a scoping meeting with the consultants to further explain any specifics regarding the project or provide documents and information necessary to prepare a reasonable proposal.
 3. The consultants shall estimate the number of man-hours and calculate the cost necessary to complete the scope defined. The consultant shall prepare man-hour summary and proposal submission to the County for review and comment. The consultant shall not deviate from the stated hourly rates in the original price proposal throughout the duration of the contract including any extensions, unless specifically authorized in writing by the County. At a minimum, the proposal must include a detailed summary of the work to be completed, a specific man-hour (by job classification) summary of the positions used on the assignment, and a schedule that includes estimated time of completion (including reasonable and customary expectations for County reviews). The County shall designate an on or before date and time to receive the proposals from the consultants. The County will publicly open the proposals at the designated location, date and time.
 4. The County shall review the proposals to ensure compliance with the terms and conditions of this RFP and the contract. Assuming all contractual matters are complying, the County shall award the project assignment to the overall responsive-responsible consultant with the lowest price proposal. In unique situations where time is of the essence, the County may award the project assignment based upon the consultant’s schedule. This may only be exercised on project assignments where liquidated damages apply.
 5. The County awards the project assignment. The County will issue a notice to proceed (NTP) to the consultant. If the County and none of the consultants can come to an agreement on the assignment cost and/or schedule for completion, the County may elect, and reserves the right, to prepare and advertise the project

independent of this contract.

6. The consultant shall commence with the work defined in the scope of services. The consultant may not commence with any work without a written NTP from the County.

Any deviation from this typical sequence will be determined prior to issuing the Notice to Proceed. Regardless, the conditions relating to the fee limitations shall apply throughout the duration of this contract.

The consultant shall plan for County reviews. A typical review period is between one (1) and two (2) weeks in duration depending on the complexity of the assignment.

After issuing a scope of work and request for proposals, the County will entertain questions or a request from the consultant for clarifications to the scope of work, up until ten (10) calendar days prior to the deadline for submission of the proposals. The County will issue a response to the questions or clarification to all the consultants from which proposals have been sought. No response to questions or clarifications will be considered by the County less than ten (10) calendar days within the date and time of the submission. The County, at its discretion, may postpone the deadline to submit proposals if additional time is necessary to clarify a complex issue or provide additional guidance to the consultants.

VI. LIQUIDATED DAMAGES

Liquidated damages of one hundred dollars (\$100.00) per calendar day may be assessed, at the County's discretion, against the Consultant for failure to meet the mutually established schedule. It is imperative that the Information Systems Director be contacted immediately should circumstances beyond the Consultant's control adversely affect their ability to meet the established schedule. All schedule modifications will require written approval from the County's Information Systems Director. Liquidated Damages will not automatically apply to all project assignments. The County will designate if liquidated damages apply to an assignment at the time of communicating the scope of services.

As a requirement contract with no guaranteed minimum value, failure to meet the established schedule(s) is cause to minimize or terminate the work performed under this contract. Project assignment duration is exclusive of project review time by the County.

VII. COMPENSATION

- A. The consultant will be compensated on an hourly basis with an established not-to-exceed cost for each individual assignment. The proposed staff, estimated hours and cost shall be established through mutual agreement between the consultant and the County prior to issuing a Notice to Proceed (NTP) for each assignment.
- B. Once the NTP is issued, the consultant shall proceed with the assignment, invoicing the County monthly based on the actual man-hours charged to the project. Submitted along with the invoice shall be a breakdown of all man-hours charged and a description of project progress. **Failure to include this information with the invoice will result in rejection of the invoice.**

- C. The County may withhold a retainage of ten (10%) percent of all fees due the consultant. The retainage will be paid in full within thirty (30) calendar days of satisfactory completion of each specific assignment to which retainage was assigned. Satisfactory completion is at the sole discretion of the County.
- D. Employee classification and associated hourly rates for all work performed under this contract shall be as shown on Attachment A (Proposal Form). **DO NOT MODIFY ATTACHMENT A.** All hourly rates shall be considered as straight time and no overtime rates shall be permitted.
- E. The consultant's proposed **on-site hourly rates** shall include all required business expenses to complete assignment tasks on-site. This hourly rate shall include all travel related expenses (per diem, transportation, man-hours used for travel, etc.), supervision, and all other business-related expenses. No compensation will be provided for consultant travel, man-hours used for travel, mileage, etc.; however, these expenses may be recovered by rolling them into the consultant's proposed on-site hourly rate. The County will provide appropriate office equipment and supplies at no cost to the contracted consultant for on-site support.
- F. The consultant's proposed **remote hourly rates** shall include all required business expenses to complete assignment tasks remotely via remote access technology to County hosted resources.

VIII. QUALIFICATIONS

The following subject matter classifications are to be assigned to the various projects performed under this contract depending upon the project scope. The consultant assigned subject matter resources for the various projects must speak fluent English and shall not have an accent that is difficult for County employees to comprehend. Not all classifications will be required for all project assignments. The County requires submission of resumes of individuals proposed for any given assignment. The consultant shall submit information verifying the minimum qualifications set-forth herein as part of the proposal and the individual's resume. Individuals added to the assignment after the initial proposal is awarded, shall have a complete summary of qualifications submitted to the County for approval prior to commencing work on any given assignment. The County reserves the right to reject any individual deemed inappropriately qualified for an assignment and the Consultant may propose an alternative. Required classifications will be determined prior to issuing the Notice to Proceed for the project assignment.

- A. Project Manager - This position will be the County's point of contact with the Consultant. More than one project manager may be approved under this contract; though only one shall be assigned to a specific project. The hourly rate submitted on Attachment A shall be used for all project managers and shall apply to all assignments (both remote and on-site). The Project Manager will be qualified to oversee all aspects of an assignment. Qualifications shall include:
 - 1. Minimum of five (5) years of project management experience in public sector Oracle Fusion implementations or public sector Oracle consulting assignments.

- B. Oracle Planning and Budgeting Consultant - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility include Oracle Planning and Budgeting Cloud Service and applicable reporting tools such as OTBI. Qualifications shall include:
1. Minimum of five (5) years of public sector Oracle Planning and Budgeting Cloud Service functional experience, similar in nature to the work required by the assignment. Significant knowledge and experience with all applicable reference material.
- C. Oracle Fusion Financials Consultant - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility include public sector Oracle Fusion Financials Cloud Service, Oracle Fusion Project Financials Cloud Service and applicable reporting tools such as OTBI. Qualifications shall include:
1. Minimum of five (5) years of public sector Oracle Fusion Financials Cloud Service, Oracle Fusion Project Financials Cloud Service functional experience, similar in nature to the work required by the assignment. Significant knowledge and experience with all applicable reference material.
- D. Oracle Fusion HRMS Consultant - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility include Oracle Human Capital Management Base Cloud Service and applicable reporting tools such as OTBI. Qualifications shall include:
1. Minimum of five (5) years of public sector Oracle Human Capital Management Base Cloud Service functional experience, similar in nature to the work required by the assignment. Significant knowledge and experience with all applicable reference material.
- E. Oracle Fusion Purchasing Consultant - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility include Oracle Fusion Purchasing Cloud Service, Oracle Fusion Self Service Procurement Cloud Service and applicable reporting tools such as OTBI. Qualifications shall include:
1. Minimum of five (5) years of public sector Oracle Fusion Purchasing Cloud Service, Oracle Fusion Self Service Procurement Cloud Service experience, similar in nature to the work required by the assignment. Significant knowledge and experience with all applicable reference material.

- F. Oracle Fusion Payroll Consultant - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility include Oracle Payroll Cloud Service for United States, Oracle Fusion Time and Labor Cloud Service and applicable reporting tools such as OTBI. Qualifications shall include:
1. Minimum of five (5) years of public sector Oracle Payroll Cloud Service for United States, Oracle Fusion Time and Labor Cloud Service experience, similar in nature to the work required by the assignment. Significant knowledge and experience with all applicable reference material.
- G. Oracle Fusion Technical Training Consultant - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility include Oracle Fusion Transactional Business Intelligence Cloud Service (OTBI), HCM data loader, delivered reports and data modelling. Qualifications shall include:
1. Minimum of five (5) years of public sector Oracle Fusion Transactional Business Intelligence Cloud Service (OTBI) and HCM data loader experience, similar in nature to the work required by the assignment. Significant knowledge and experience with all applicable reference material.

IX. INSURANCE REQUIRED

- A. The successful Consultant must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as Washington County's Policy of *Insurance Requirements for Independent Contractors (Attachment B)*.
- B. Professional Liability - The successful Consultant must also show, prior to the execution of the Agreement, and as required by the County during the term of the contract, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts. Evidence of coverage must be provided prior to the beginning of each subsequent year of the contract.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

X. INDEMNIFICATION

Proposer agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable for or by proposer or any agent of the proposer under the Worker's Compensation Act, disability benefit acts, or other employee benefits acts.

XI. PROPOSAL SUBMITTALS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Consultant Selection that can be viewed at: <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. The County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or regarding preparation of your proposal.
- B. **Two separate proposals shall be submitted. One shall be the Qualifications and Experience (Q & E) of the consultant or consultant team. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered responsible, qualified and responsive to this request after detailed review of the Q & E by the Coordinating Committee.**
- C. As a minimum, the **Qualification and Experience (Q&E)** submittal shall include the following:
1. To facilitate the analysis of responses to this RFP, consultants are required to prepare their proposals in accordance with the instructions outlined in this section. Each consultant is required to submit the proposal in a sealed package.
 2. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the consultant's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures and tables must be numbered and clearly labeled.
 3. **The proposal must be organized into the following major sections:**

Section	Title
	Title Page
	Table of Contents
	Letter of Transmittal
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Project Management Plan and Training
5.0	Maintenance Program
6.0	Client References
7.0	Supplemental Information

4. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.
 - a. Letter of Transmittal
 - 1) Responses shall contain a letter of transmittal that must be typed on the Consultant's letterhead and include the following:

- a) The identification of the consultant submitting the proposal.
- b) The name, title, telephone number, fax number, and e-mail address of the person or persons authorized to contractually obligate the consultant with this proposal and in future negotiations.
- c) The names, titles, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications.
- d) An indication of acceptance of the general requirements and contract terms as described within this request for proposal.
- e) An acknowledgement of receipt of all amendments to this request.
- f) The letter must be signed by a person authorized to obligate the consultant in a contract offer.

b. Executive Summary (*Section 1.0*)

This part of the response to the RFP shall be limited to a brief narrative highlighting the consultant's qualifications. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary must not include cost quotations. Please note that the executive summary shall identify the primary engagement manager for the consulting services.

c. Scope of Services (*Section 2.0*)

This section of the consultant's proposal must include a general discussion of the consultant's understanding, expertise, experience and successful implementation (where applicable) with the potential assignments described in Section III (Purpose and Scope) paragraph B, item 6.

d. Company Background (*Section 3.0*)

- 1) Consultants must provide the following information about their company so that the County can evaluate the consultant's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a consultant to provide additional support and/or clarify requested information.
- 2) The consultant must outline the company's background, including:
 - a) How long the company has been in business.
 - b) A brief description of the company size and organization.

- c) If applicable, how long the company has been implementing and/or upgrading PeopleSoft to public sector clients.
 - d) State if company is a public sector Oracle Fusion Certified Consulting Partner.
 - e) The number of public sectors installs or upgrades, version, and size of each (number of users).
 - f) Listing of public sector installs or upgrades by name and state. Maryland County and east coast customers are to be listed first.
 - g) Any material (including letters of support or endorsement) indicative of the consultant's capabilities.
- e. Project Management Plan and Training (*Section 4.0*)
- 1) The consultant is requested to provide a sample project management plan, so the County may evaluate and determine the project management philosophy of each firm. The County is interested in determining the following aspects:
 - a) How a project is organized and planned.
 - b) Overview of a methodology, including documentation plan and knowledge transfer process.
 - c) Overview of proposed training, including options for on-site or off-site training services.
 - d) Overview of implementation, including estimated time frames, man-hours and deliverables for each stage of a project.
 - e) Plan for testing, parallel processing, and support during actual upgrade process.
- f. Maintenance Program (*Section 5.0*)
- Specify the nature of any post-assignment support provided by the consultant.
- g. Client References (*Section 6.0*)
- Provide three (3) public sector references for sites similar in size and scope to Washington County where you have provided services similar to the potential assignments described in Section III (Purpose and Scope)

paragraph B, item 6 or other public sector Oracle Fusion support services. References shall be for work performed within the past thirty-six (36) months. **Please note that all references provided will be contacted by the County during the selection process.**

h. Supplemental Information (*Section 7.0*)

- 1) Consultants are required to submit information in this section regarding the following:
 - a) Identify your firm's project manager(s) and professional staff members, including biographies, who would likely be involved in any of the potential assignments. Include description of professional registrations, licenses, or certifications and their background with public sector Oracle Fusion implementations and consultant work.
 - b) Provide any additional information that you feel would distinguish your firm in its service to the County.
 - c) The County may make such investigations it deems necessary to determine the ability of the consultant to perform the work proposed. The consultant shall furnish to the County, within five (5) days of request, all such information and data for this purpose as may be required. The County reserves the right to reject any proposal if the evidence submitted or investigation of the consultant fails to satisfy the County that the consultant is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

D. As a minimum, the **Price Proposal** shall include the following:

1. The proposal form (Attachment A) contained herein.
2. The proposal must be accompanied by a fully executed affidavit, **Attachment C**, executed by the consultant, or in case the consultant is a corporation, by a duly authorized representative of said corporation, on the form provided.
3. Conclusions, remarks and/or supplemental information pertinent to this request.

E. Any proposal may be withdrawn prior to the date and time set herein as the deadline for receipt of submittals. Any submittals not withdrawn prior to the deadline will constitute an irrevocable offer.

F. The County will have up to sixty (60) calendar days to review all Qualification and Experience submittals. The Price Proposals of those submittals determined to be

unacceptable to the Coordinating Committee will be returned to the Consultant, unopened.

- G. Proposals received prior to the deadline will be opened in confidence. Proposals received after the deadline will be rejected and returned unopened.
- H. The Contract will be awarded to the Consultant(s) offering the proposal considered most advantageous to the County. It is anticipated that the contract award will be made within ninety (90) calendar days after the receipt of proposals. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
- I. Proposals must include the full name and address of proposer. Signature shall indicate his or her title and/or authority to bind the firm in a contract.
- J. Proposals may not be altered or amended after they are opened.

XII. METHOD OF AWARD AND TERMINATION

- A. The County will designate a responsive-responsible Consultant with the lowest price proposal, who will be offered all assignments with a cost expected to be equal to or less than \$50,000 and establish a “stand-by” list of Consultants who the County will solicit individual proposals from for assignments expected to have a cost greater than \$50,000. The “stand-by list” shall consist of a maximum of three (3) Consultants, one of which is the designated responsive-responsible consultant with the lowest price proposal.
- B. Upon qualification of proposers, the lowest total price will be used by the County to determine the designated responsive-responsible Consultant with the lowest price proposal. The estimated quantities of hours specified is for the purpose of price comparison only. The actual contract hours and distribution of hours by position may vary considerably from the values indicated on the Form of Proposal. In the event that more than three (3) Consultants are deemed qualified and the County actually opens each of their price proposals, the next two (2) responsive, responsible Consultants with the lowest price proposal, in sequence from low to high value, from the price proposals may be placed on the “stand-by” list.
- C. The successful Consultant(s) will be required to enter into the contract agreement with the County (**Attachment D**). This form shall be used. No modification will be permitted.
- D. Upon contract award, the County will clearly identify which proposed staff is considered acceptable to perform the services described herein. Individual approvals may vary throughout the assignments based on performance.
- E. The County reserves the right to request specific staff from those offered under contract. The Consultant shall make every reasonable effort to accommodate such requests. Repeated failure to accommodate such requests is cause to terminate the contract.
- F. As a requirements contract, there is no guaranteed minimum or maximum number of hours or staff.

- G. Individuals assigned to a project by the Consultant shall be approved by the County and shall remain on the project for the duration of the required service. If a change in personnel is required due to circumstances beyond the control of the Consultant, the following will be required:
 - 1. Written notice shall be given to the Information Systems Director at least two (2) weeks in advance, if possible, requesting a change in personnel explaining why the change is necessary. Arbitrary rescheduling of personnel will not meet the approval of the County.
 - 2. The substitute personnel shall, as a minimum, meet the same required qualifications as the original personnel to be replaced, and their resume of experience and training shall be submitted for review and approval by the Information Systems Director.
 - 3. For any approved change of personnel, the original unit contract price shall remain fixed and will not be revised.
 - 4. Repeated requests of this nature shall be cause for the County to terminate the contract.
- H. Should the Consultant remove or attempt to replace personnel without written approval by the Information Systems Director, the County may terminate the contract. The Consultant shall be liable to the County for any cost incurred resulting from such action. Such cost shall be reimbursed to the County or deducted from the Consultant's fee as applicable.
- I. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time without explanation or recourse.

XIII. SELECTION PROCESS

- A. The Washington County Coordinating Committee will evaluate the responses to this request and select those firms judged to be responsive, most qualified, and experienced. The Coordinating Committee shall be comprised of the Chief Financial Officer (Committee Chairman Designee), the Director of Purchasing, the Information Systems Director, the Director of Budget and Finance, the Information Systems Deputy Director – Software Support & Training, the Human & Health Services Director, the Accounting Supervisor, a Software Support Analyst and Deputy Director of Budget and Finance.
- B. Contract award/negotiation processes will be based on a formal methodology established by Washington County. It is the County's intent to open and review each firm's Qualifications & Experience Proposal to determine qualifications, experience and technical expertise. If the Coordinating Committee determines that a firm's Qualifications & Experience Proposal is acceptable, the packet containing the firm's Price Proposal will then be opened.
- C. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) calendar days following notification.

- D. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Consultant Selection that can be viewed at: <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. The County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.

XIV. RESERVATIONS

The County reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require. The County reserves the right to require interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County. The County reserves the right to not hold discussion after award of the contract. Nothing in this RFP or the contract between the County and the successfully awarded Consultant shall prohibit the County from retaining the services of other Consultants for PeopleSoft related project assignments that the County deems is not covered under this contract.

XV. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at **2:00 P.M. (EDST) on Monday, April 22, 2019** in Conference Room 2001, Second Floor, of the Washington County Administration Building at 100 West Washington Street, Hagerstown, Maryland. Although not mandatory, attendance at this meeting is strongly encouraged.

XVI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the proposer's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any proposer find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from: Rick F. Curry, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, FAX: 240-313-2331 or send questions in MicroSoft Word platform via-email to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Requests received after **4:00 P.M. (EDST), Tuesday, April 30, 2019** may not be considered. Every interpretation made by the County will be made in the form of an addendum which, if issued, will be issued by the Purchasing Director to all interested parties and/or shall be available to vendors on the County's web site at <http://www.washco-md.net/purchasing/invitations.shtm>

XVII. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the

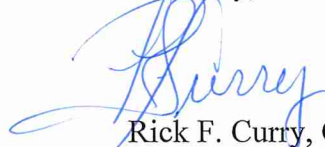
next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.

- B. Any agreement or contract resulting from the acceptance of the proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts. Please note that a HIPPA compliance agreement is attached (**Attachment E**). All contractors performing work under the scope of this request for submittal (PUR-1424) shall be required to also execute a Washington County Business Associate Agreement.
- C. The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Information Systems Director.
- D. No reports, information or data given to or prepared by the Consultant under the contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Washington County Information Systems Director.
- E. By submitting a proposal, the Consultant agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- F. Consultants should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Washington County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- G. Effective October 1, 1993, in compliance with Section 1-106 (b) (3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- H. **Political Contribution Disclosure:** The Bidder shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

- I. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Request for Proposals RFP: Washington County Public Schools and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e, Washington County Volunteer Fire and Rescue Companies. While this RFP is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdiction's respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated.

All interested firms should send one (1) original, eight (8) copies and nine (9) flash drives of the Qualifications and Experience Submittal enclosed in a sealed opaque envelope marked "**Q & E – Oracle Fusion Consultant Services**" and one (1) original, eight (8) copies and nine (9) flash drives of the Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – Oracle Fusion Consultant Services**" no later than **4:00 P.M. (EDST), Tuesday, May 14, 2019**. Submittals are due in the office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, MD 21740-4748.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC/ljt

Attachments (5)

Cc: Coordinating Committee Members

PUR-1424
 PROPOSAL FORM
 BOARD OF COUNTY COMMISSIONERS
 OF WASHINGTON COUNTY, MARYLAND

 ORACLE FUSION CONSULTANT
 SERVICES REQUIREMENTS CONTRACT

The Firm of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____, Dated _____;
 No. _____, Dated _____; No. _____, Dated _____ for the following amounts. Amounts shall be shown in both words and figures. **The written amount shall govern.** (fill in appropriate Addenda information):

Item No.	Job Classification	Cost Per Unit (Written)	Times	Estimated Unit Quantity [1]	Unit Of Measure	Total Cost (Written)	Total Cost (Figures)
1	Project Manager - <i>Standard Rate</i>	Dollars Cents	X	20	Per Hour	Dollars Cents	\$ _____

Item No.	Job Classification	Cost Per Unit (Written)	Times	Estimated Unit Quantity [1]	Unit Of Measure	Total Cost (Written)	Total Cost (Figures)
2A	Oracle Planning & Budgeting Consultant - On-Site Rate	Dollars Cents	X	20	Per Hour	Dollars Cents	\$ _____
2B	Oracle Planning & Budgeting Consultant - Remote Rate	Dollars Cents	X	20	Per Hour	Dollars Cents	\$ _____
3A	Oracle Fusion Financials Consultant - On-Site Rate	Dollars Cents	X	20	Per Hour	Dollars Cents	\$ _____
3B	Oracle Fusion Financials Consultant - Remote Rate	Dollars Cents	X	20	Per Hour	Dollars Cents	\$ _____
4A	Oracle Fusion HRMS Consultant - On-Site Rate	Dollars Cents	X	20	Per Hour	Dollars Cents	\$ _____

Item No.	Job Classification	Cost Per Unit (Written)	Times	Estimated Unit Quantity [1]	Unit of Measure	Total Cost (Written)	Total Cost (Figures)
4B	Oracle Fusion HRMS Consultant - Remote Rate	_____ Dollars _____ Cents	X	20	Per Hour	_____ Dollars _____ Cents	\$ _____
5A	Oracle Fusion Purchasing Consultant - On-Site Rate	_____ Dollars _____ Cents	X	20	Per Hour	_____ Dollars _____ Cents	\$ _____
5B	Oracle Fusion Purchasing Consultant - Remote Rate	_____ Dollars _____ Cents	X	20	Per Hour	_____ Dollars _____ Cents	\$ _____
6A	Oracle Fusion Payroll Consultant - On-Site Rate	_____ Dollars _____ Cents	X	20	Per Hour	_____ Dollars _____ Cents	\$ _____
6B	Oracle Fusion Payroll Consultant - Remote Rate	_____ Dollars _____ Cents	X	20	Per Hour	_____ Dollars _____ Cents	\$ _____

Item No.	Job Classification	Cost per Unit (Written)	Times	Estimate Unit Quantity [1]	Unit of Measure	Total Cost (Written)	Total Cost (Figures)
7A	Oracle Fusion Technical Training Consultant - <i>On-Site Rate</i>	Dollars Cents	X	20	Per Hour	Dollars Cents	\$ _____
7B	Oracle Fusion Technical Training Consultant - <i>Remote Rate</i>	Dollars Cents	X	20	Per Hour	Dollars Cents	\$ _____
(Total Item Nos. 1 thru 7B) [2]							
						Dollars Cents	\$ _____

[1] Estimation of the number of hours used for deriving a lowest cost proposal only. These values in no way indicate or should be construed to indicate a minimum/maximum number of actual billable hours anticipated in this contract. These values are for the sole purpose of estimating and comparing price proposals.

[2] This total is the value that will be used to designate the responsive, responsible Consultant with the lowest price proposal and those in increasing value of lowest cost proposals for the stand-by list.

FIRM NAME: _____

ADDRESS: _____

SIGNATURE OF OFFICER OF FIRM: _____

PRINTED NAME AND TITLE: _____

DATE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

FAX NUMBER: _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

REMARKS/EXCEPTIONS: (If applicable continue on additional numbered sheet with appropriate title and headings):

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number (PUR-1424)

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the above
(Month) (Year)
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

Rev. 2/29/08

TITLE

PUR-1424
(PRIMARY or STAND-BY)
AGREEMENT

BY AND BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND,

AND

I. PARTIES

This (Primary or Stand-By) Agreement (the "Agreement") is made and entered into by and between the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), and _____, a _____ corporation (the "Consultant").

For Primary Agreement:

The Consultant agrees and acknowledges that this Agreement is the primary agreement relating to the County's Request for Proposal (PUR-1424) dated April 12, 2019, and Consultant will perform all work for (PUR-1424) project assignments anticipated to cost equal to or less than \$50,000. In the event a (PUR-1424) project assignment is anticipated to exceed \$50,000, the Consultant, as well as two (2) stand-by consultants, shall submit to the County written proposals to complete the work and the entity with the lowest responsive, responsible cost proposal will be given the assignment.

For Stand-By Agreements:

The Consultant agrees and acknowledges that this Agreement is a stand-by agreement and not the primary agreement relating to the County's Request for Proposal (PUR-1424) dated April 12, 2019. The Consultant is fully aware that the County has contemporaneously entered into an agreement with _____, which will perform all work for project assignments contemplated under (PUR-1424) anticipated to cost equal to or less than \$50,000, and this Stand-By Agreement and the services contemplated herein, along with stand-by agreements with three other entities will only be used if a project assignment contemplated under (PUR-1424) is anticipated to exceed \$50,000. In that event, the stand-by consultants, as well as _____ shall submit to the County written proposals to complete the work and the entity with the lowest responsive, responsible cost proposal will be given the assignment.

II. WORK EFFORT

(A) The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal dated April 12, 2019, and all addenda thereto (collectively the "RFP"), and the Consultant's Proposal dated _____ (the "Proposal") the contents of said RFP and Proposal are incorporated herein by reference, and to adhere to, comply with, and respond to all performance requirements, conditions, restrictions, and provisions stated therein. If there is a conflict or discrepancy between the RFP and the

Proposal, then the terms, conditions, and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.

- (B) The Consultant agrees to comply with all applicable federal, State, and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Consultant may commence work within seven (7) days upon receipt of written Notice to Proceed from the County, such Notice being contingent upon the execution of this Agreement by the County and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the County and as set forth in the accepted Project Assignment Sequence as contained in the RFP.

Failure to maintain the scheduled level of effort as proposed and prescribed, and/or deviation from the aforesaid schedule without prior approval of the County, shall constitute authority for issuance of a Notice of Termination in accordance with Section IV of this Agreement, except in cases in which the County agrees in writing that circumstances beyond the control of the Consultant shall warrant alteration, adjustment, or deviation from the schedule.

IV. TERMINATION

The County may, upon written notice to the Consultant, terminate the performance or work under this Agreement, in whole or in part, in accordance with the following criteria:

- (A.1) Except as provided in (A.2) below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate this Agreement.
- (A.2) If the Consultant fails to provide an approved replacement as required by the RFP within one (1) working day of the departure of the individual being replaced, the County shall have the right to terminate this Agreement, immediately, without notice or opportunity to cure.
- (B) If the County shall determine, in its sole discretion, that termination is in the best interest of the County, the County may terminate this Agreement, in whole or in part, at any time during the term of this Agreement. Any termination shall be affected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work is terminated and the effective date of such termination. If the Agreement is terminated as provided for in this paragraph, the Consultant shall be entitled to compensation only for the satisfactory work completed up to the effective date of termination.

If, after termination of this Agreement or any part thereof for default under (A.1) or (A.2) above, it is determined that the Consultant was not in default pursuant to (A.1) or (A.2), or that the Consultant's failure to perform satisfactorily is due to causes beyond the Consultant's control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under (B) above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Consultant shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and shall furnish a report, as of the date or receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom, and such other matters as the County may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Consultant; and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the County from the Consultant is determined.

V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by agreement between the Consultant and County, shall be decided by the County Administrator who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Either party may appeal the decision of the County Administrator to any Maryland court of competent jurisdiction to the extent permitted under the rules for judicial review of agency decisions.

VI. AUDITS

- (A) The Consultant shall maintain books, records, documents, and other evidence directly pertinent to its performance under this Agreement and any federal, State, or local law, rule, or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Consultant will provide proper facilities for such access and inspection.
- (B) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- (C) Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project contemplated herein. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim, or exception.

VII. DEFECTIVE WORK

The performance of services or County acceptance of required reports shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted; and all incomplete, inaccurate, or defective work shall be remedied by the Consultant on demand, within a reasonable time, and at no cost to the County. "Defective work" includes, but is not limited to, such matters as erroneous tabulations or reports, incomplete job scheduling/processing, or incorrectly assembled reports, publications, etc., caused by error or omission, for a period of twelve (12) months after the acceptance of said items by the County.

VIII. CHANGES

The County may, from time to time, require changes in the scope of the services to be performed by the Consultant hereunder. Any such change, including any increase or decrease in the amount of the compensation to the Consultant, shall be incorporated in a written change order to this Agreement; and payment or adjustment shall be affected as set forth in Section XIV of this Agreement.

IX. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Agreement, or to exercise any option which may be provided herein, shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

X. COUNTY-FURNISHED DATA

All information, data, reports, and records in existence and identified by the Consultant, available to the County without significant cost, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge by the County. The County shall cooperate with the Consultant in every reasonable manner in carrying out the planned work, provided, however, that the needs of the Consultant for such support are made known to the County in advance of such need.

The County will not provide clerical assistance to the Consultant for these services; and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Consultant-produced data or documentation. However, County employees are free to participate in Consultant-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

XI. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the Proposal and/or Scope of Effort; and the County reserves the right to use, duplicate, and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this work or any reports or other material pertaining to it without the express written consent of the County's Information Systems Director except to comply with appropriate State and federal requirements. In such instances, the Consultant shall confer with the County before doing so. Materials approved for release by the Consultant cannot be distributed for profit. The Consultant may publish information pertaining only to its services rendered under this Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

XII. MEETINGS

When requested by the County Project Manager or the County Information Systems Director, selected employees of the Consultant shall attend meetings, conferences, and presentations with County staff, public agencies, private organizations, and others concerned with these services.

XIII. REPORTS

Reports are to be provided as specified in the RFP and shall be specific to each assignment.

XIV. PAYMENT

The Consultant hereby agrees to undertake the project for the following Hourly Rates as set forth in the RFP and the Proposal:

- A. **Project Manager – Hourly Rate:** \$ _____/hr.
- B. **Oracle Planning & Budgeting Consultant – Hourly Rate:**
 On-site Rate: \$ _____/hr.
 Remote Rate: \$ _____/hr.
- C. **Oracle Fusion Financials Consultant – Hourly Rate:**
 On-site Rate: \$ _____/hr.
 Remote Rate: \$ _____/hr.
- D. **Oracle Fusion HRMS Consultant – Hourly Rate:**
 On-site Rate: \$ _____/hr.
 Remote Rate: \$ _____/hr.
- E. **Oracle Fusion Purchasing Consultant – Hourly Rate:**
 On-site Rate: \$ _____/hr.
 Remote Rate: \$ _____/hr.
- F. **Oracle Fusion Payroll Consultant – Hourly Rate:**
 On-site Rate: \$ _____/hr.
 Remote Rate: \$ _____/hr.
- G. **Oracle Fusion Technical Training Consultant – Hourly Rate:**
 On-site Rate: \$ _____/hr.
 Remote Rate: \$ _____/hr.

County-directed adjustments in direction or emphasis of the work effort will not be considered as adequate justification for cost re-negotiation, provided such adjustments do not constitute change in the general scope of the project.

In the event that changes in the general scope of effort are mutually agreed upon by the parties, the degree of change of scope in terms of man-hours (amount and type) will be negotiated to a satisfactory solution between the parties and payment or credit for this adjustment will be made part of this Agreement by written change order to the purchase order to this Agreement.

XV. METHOD OF PAYMENT

The Consultant will be compensated on an hourly basis with an established not-to-exceed cost for each individual assignment. The Consultant shall submit on his standard form a monthly invoice for its services rendered. The invoices shall indicate a breakdown of all man-hours charged a description of assignment/project progress and the total amount due for the billing period.

The Consultant shall submit the original and two (2) copies of the invoice directly to the person and address established as the primary contact for the task being invoiced. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the County Office of Budget & Finance for payment.

In event of dispute or defective work (Section V and VII of this Agreement), the County reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

XVI. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall meet or exceed qualifications as set forth in the RFP and shall not be employees of or have any contractual relationship with agencies providing funds for the project.

XVII. EQUAL EMPLOYMENT

The Consultant agrees and affirms that it accepts and will conform to Maryland anti-discrimination law, as follows:

The Consultant shall not:

- (1) fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or
- (2) limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an employee's status as an employee, because of the individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

In addition, the Consultant further certifies that it now complies with and will continue to comply with all Federal, State, and local laws and regulations pertaining to equal opportunity and equal employment practices.

XVIII. CONFLICT OF INTEREST

- (A) No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Agreement or the proceeds thereof.
- (B) The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having such interest shall be employed.

XIX. EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the State of Maryland.

XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED

- (A) Professional Liability

To the fullest extent permitted by law, the Consultant shall defend, indemnify, and save harmless the County from all claims, suits, judgments, expenses, actions, damages, and costs of every name and description, arising out of or resulting from the negligent performance of the professional services of the Consultant, its servants or agents, under this Agreement.

Monies to become due the Consultant under this Agreement shall be retained by the County, as may be considered necessary by the County, until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

- (B) General Liability

To the fullest extent permitted by law, the Consultant shall defend, indemnify, and save harmless the County from all claims, suits, judgments, expenses, actions, damages, and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Consultant, its servants or agents (other than arising out of the Consultant's professional services).

Monies to become due the Consultant under this Agreement shall be retained by the County, as may be considered necessary by the County, until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

- (C) To the fullest extent permitted by law, the Consultant shall not hold the County liable for any injuries to the employees, servants, agents, subcontractors, or assignees of the Consultant arising out of or during the course of services relating to this Agreement.
- (D) The Consultant shall provide to the County evidence of insurance coverage satisfactory to the County, including, but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters referenced in (A) and (B) of this section (i.e., a minimum of \$1,000,000 for professional liability and a minimum of \$1,000,000 for general liability).

XXI. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of, such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XXII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided any such successor to the Consultant, whether such successor be an individual, a partnership, or a corporation, or other legal entity is acceptable to the County; and neither this Agreement nor the services to be performed thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County. Any attempted or actual subcontracting or assignment of the services to be performed under this Agreement without the County's consent shall be null and void.

XXIII. DELAYS AND EXTENSIONS OF TIME

The Consultant agrees to prosecute the work continuously and diligently; and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

XXIV. CHANGES, ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter, or modify the services provided for in this Agreement; and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the agreement cost thereof. Such changes, alterations, or modifications to the services provided for in this Agreement shall be made by written change orders.

Any such change, alteration, or modification, which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant, will be processed by a written change order requisition and is effective only when the change order is issued.

XXV. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control and reasonably necessary to the performance of the services required under this Agreement.

XXVI. OWNERSHIP OF DOCUMENTS

The Consultant agrees that all data, including, but not limited to, reports, drawings, specifications, scripts, computer software, estimates, and computations prepared by or for it under the terms of this Agreement, shall at any time during the performance of the services be made available to the County upon request by the County and shall become and remain the property of the County upon termination or completion of the services contemplated herein. The County shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided in this Agreement.

XXVII. DISSEMINATION OF INFORMATION

During the term of this Agreement, the Consultant shall not release any information related to the performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of the County.

XXVIII. SANCTIONS UPON IMPROPER ACTS

If the Consultant, or any of its officers, partners, principals, members or agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Consultant shall be liable for the refund of all fee or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to the County.

XXIX. RESPONSIBILITY OF CONSULTANT

- (A) The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a professional consultant in the performance of services similar to the services hereunder.
- (B) Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, design, specifications, and other materials furnished by the Consultant under this Agreement.
- (C) If the Consultant fails to perform the services, or any part of the services, in conformance with the standards set forth in (A) above, and such failure is made known to the Consultant within two (2) years after the expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for any other remedy available to the County under the terms and conditions of this Agreement.

- (D) The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services under this Agreement and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXX. CHOICE OF LAW

- (A) This Agreement was made and entered into in the State of Maryland and is to be construed under the laws of the State of Maryland. As to the Consultant, this Agreement is intended to be a contract under seal and a specialty.
- (B) The laws of the State of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited to, all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

XXXI. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

- (A) That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- (B) That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;
- (C) That it shall comply with all Federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- (D) That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Agreement;
- (E) That the facts and matters set forth hereafter in the Affidavit and Signature Page, attached to this Agreement and made a part hereof, are true and correct.

In addition to any other remedy available to the County, breach of any of the subparagraphs (A) through (E) of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV herein, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XXXII. NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with Md. Code, State Finance and Procurement Article §17-402, to comply with the political contribution reporting requirements under Md. Code, Election Law Article, Title 14, as amended from time to time, to which the Consultant may be subject.

IN WITNESS WHEREOF, the parties have caused this Agreement PUR-1424 to be executed on _____, 2019, by affixing hereon their respective seals and signatures of the proper officers.

ATTEST:

Secretary

APPROVED AND AGREED TO:

BY: _____(SEAL)

Name and Title: _____

Address: _____

ATTEST:

Krista Hart, Clerk

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BY: _____

Jeffery A. Cline, President

RECOMMENDED FOR APPROVAL:

Ronald N. Whitt, Director
Division of Information Systems

APPROVED FOR LEGAL SUFFICIENCY:

Kirk C. Downey
County Attorney

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made this _____ day of _____ 2019 with an Effective Date of _____, by and between the Board of County Commissioners of Washington County, Maryland on its behalf and on behalf of the Washington County Group Health Plan (jointly the “County”) and _____ (the “Business Associate”).

RECITALS

A. The County and the Business Associate have conducted or will be conducting business pursuant to an agreement (the “Underlying Agreement”) whereby Business Associate will provide certain products or services to the County.

B. Business Associate has received or may receive certain protected health information (“PHI”) or personal identifiable information¹ (“PII”) pursuant to the Underlying Agreement that is subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Regulations at 45 CFR 164.500 *et seq.*, and other laws concerning individual privacy.

C. Business Associate and the County desire to comply with the privacy standards for employees of the County.

In consideration of the above recitals and the mutual covenants contained in the Agreement, the County and Business Associate enter into this Agreement.

1. **Definitions.** If not otherwise defined in this Agreement, capitalized terms shall have the meaning given by HIPAA and the HIPAA Regulations.

2. **Use of PHI.** Business Associate may use PHI and PII received from the County solely to perform its duties pursuant to the Underlying Agreement and this Agreement. Business Associate shall not disclose PHI or PII to any manner to any other person, party or entity unless authorized by the County in writing. Business Associate will not use or disclose PHI or PII in any manner that could result in violation of HIPAA, the HIPAA Regulations or other laws.

3. **Protection of PHI.** Business Associate shall not use or further disclose PHI or PII other than as permitted or required by this Agreement or as required by law. Business Associate agrees that it will use appropriate safeguards to maintain the security of PHI and PII with which it may come into contact, shall prevent unauthorized use or disclosure of PHI or PII, and will comply with HIPAA, the HIPAA Regulations, and all other regulations and statutes applicable to PHI or PII. Business Associate acknowledges that the County is relying on Business Associate to protect PHI and PII and Business Associate will promptly notify the County of any changes in any aspect of its safeguards of

¹ For purposes of this Agreement, PII includes, but is not limited to, employee names, addresses, employee numbers, social security numbers, date of birth, payroll information, tax information, bank account information or other information that can be used to identify an employee.

PHI or PII. To the extent that Business Associate uses agents or subcontractors to perform any of its obligations under the Underlying Agreement, Business Associate will require all such agents or subcontractors that receive, use, or have access to PHI or PII to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI or PII that apply to Business Associate pursuant to this Agreement.

4. Reports. Business Associate will report to the County any use or disclosure of PHI or PII not permitted by this Agreement. The County shall be permitted by Business Associate to examine any records, reports or other necessary items, including Business Associate's premises, in the event of a breach or suspected breach of the requirements of Business Associate with respect to PHI or PII.

5. Access by Individual. Business Associate shall make PHI contained in a designated record set available to an individual to whom the PHI pertains in accordance with 45 CFR §164.524. Business Associate shall make PII available to an individual to whom the PII pertains.

6. Amendments of PHI or PII. Business Associate shall make PHI available for amendment and incorporate any amendments in accordance with 45 CFR §164.526. Business Associate shall make amendments to PHI when notified by the County.

Business Associate shall make any amendments or corrections to PII when notified by the County. If an employee of the County requests an amendment to PII and the amendment is denied and the employee further objects to the amendment not having been made, Business Associate shall make the requested amendment.

7. Accounting. Business Associate agrees that it will provide an accounting to the County of the disclosure of PHI or PII no later than ten (10) days after a request by the County for such accounting. The accounting shall provide at least the following information: (a) the date of each disclosure; (b) the name and address of the organization or person receiving the PHI or PII; (c) a copy of information disclosed and/or brief description; (d) a summary of the purpose for the disclosure; and (e) a copy of an authorization for the disclosure. Business Associate shall implement and maintain a process to provide accounting of disclosures for as long as Business Associate has PHI or PII received from the County or employees of the County.

8. Secretary. Business Associate shall make its internal practices, books, records related to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for determinations concerning the County's compliance with HIPAA Regulations.

9. Term. This Agreement shall continue from the Effective Date first noted above and, irrespective of the termination of the Underlying Agreement, until all PHI or PII received by Business Associate has either been destroyed or returned according to the terms of the HIPAA Regulations and this Agreement.

10. Termination of Underlying Agreement. Irrespective of any provisions in the Underlying Agreement to the contrary, the County may terminate the Underlying Agreement in its sole discretion and without compensation of any kind to Business Associate if it reasonably suspects Business Associate has improperly used or disclosed PHI or PII in violation of the terms of this Agreement.

The County may, in lieu of termination and in its sole discretion, provide notification to Business Associate of an opportunity to cure the improper use or disclosure in the future.

11. Termination of this Agreement. Irrespective of any provisions in the Underlying Agreement to the contrary, the County may terminate this Agreement in its sole discretion if it determines that Business Associate has violated a material term of this Agreement or has improperly used or disclosed PHI or PII in violation of this Agreement, HIPAA Regulations, or other laws. The County may, in lieu of termination and in its sole discretion, provide notification to Business Associate of an opportunity to cure the improper use or disclosure.

12. Inadequate Safeguards. The County may terminate the Underlying Agreement without compensation of any kind to Business Associate if it determines in its sole discretion that the security procedures or safeguards of Business Associate are not satisfactory to the County.

13. Return/Restriction of PHI and or PII. Upon termination of the Underlying Agreement, Business Associate will return or destroy all PHI and PII, at the discretion of the County. Business Associate shall not maintain any copies of PHI or PII. Business Associate shall certify in writing within thirty (30) days from the date of termination or expiration of the Underlying Agreement that all PHI and PII has been returned or disposed of and the PHI and PII has not been retained in any form. If for whatever reason, any and all of the PHI or PII cannot be returned or destroyed, this Agreement shall remain in effect for any PHI or PII retained by Business Associate.

14. Survival. All rights, duties and obligations provided in this Agreement shall survive termination of this Agreement.

15. Disclaimer. Business Associate is responsible for its own compliance with HIPAA and other privacy laws. The County is not responsible or liable to Business Associate for any failure to comply. Further, the County will not be liable to Business Associate for any claim, loss or damage relating to unauthorized use or disclosure of any information received by Business Associate from the County or from any other source.

16. Indemnification. Business Associate with indemnify, hold harmless, and defend the County, its officers, employees and agents from and against any liability and all claims of any nature arising from an alleged improper, illegal or unauthorized use or disclosure of PHI or PII by Business Associate, its agents or employees, including but not limited to payment of all costs, expenses, judgments, attorney's fees and liabilities incurred in connection with any claim or proceeding.

17. Conflict of Provisions. In the event of a conflict of the provisions between this Agreement, HIPAA, HIPAA Regulations, or other law, Business Associate shall comply with the provision that provides the greatest privacy protection to the individual to whom the PHI or PII pertains. To the extent that any law is amended in a manner that changes the obligations of Business Associate embodied in the terms of this Agreement, Business Associate shall comply with the provision that provides the greatest privacy protection to the individual to whom the PHI or PII pertains. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on HIPAA issued by the United States Department of Health and Human Services from time to time.

18. Interpretation. Any ambiguity in this Agreement shall be resolved so as to permit the County to comply with any laws regarding privacy of employee information.

19. Assignment. This Agreement shall not be assignable or transferable by Business Associate without the prior written approval and consent of the County.

20. Notice. All notices and correspondence under or regarding this Agreement or any provisions hereof shall be in writing and shall be hand-delivered or sent postage prepaid by either (i) United States mail, certified, return receipt requested, or (ii) for delivery the next business day with a nationally recognized express courier:

To the Business Associate:

To the County at:

Benefits Administrator
100 West Washington Street, Room 2300
Hagerstown, Maryland 21740

and

County Attorney's Office
100 West Washington Street, Suite 1101
Hagerstown, Maryland 21740

21. Laws of Maryland. This Agreement was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland and such federal laws as are applicable.

22. Recitals. The Recitals are hereby incorporated into this Agreement as substantive provisions.

23. Entire Agreement: Modification. This Agreement constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by authorized representatives of all of the parties.

24. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

25. Waiver. No party's waiver of another party's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

26. Counterparts/Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

27. Headings. The headings herein are inserted only as a matter of convenience and do not in any way define, limit, construe or describe the scope of intent of this Agreement.

28. Successors Bound: This Agreement shall be binding on and shall inure to the benefit of the successors, assigns, heirs and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

WITNESS:

Business Associate:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista Hart, Clerk

Jeffrey A. Cline, President

Approved for legal sufficiency:

Kirk C. Downey
County Attorney