



COORDINATING COMMITTEE

PUR-1429
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE /
TECHNICAL PROPOSALS AND PRICE PROPOSALS

ACCOUNTING AND REVIEW SERVICES

The Board of County Commissioners of Washington County, Maryland is requesting Qualification and Experience Submittals as well as Technical Proposals and Price Proposals from qualified independent certified public accounting firms to provide auditing services for the fire and rescue departments located in Washington County.

The Washington County Coordinating Committee will be evaluating submissions to this request and select those firms deemed most qualified. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications and Experience as well as Technical Proposals and Price Proposals.

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: www.washco-md.net by accessing the **"Division & Departments/Purchasing Department/Open Bid Invitations"** or inquiries regarding this request can be directed to Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330. Inquiries should be directed to Rick F. Curry, CPPO – Purchasing Director, at the above address.

A Pre-Proposal Conference will be held at **11:30 A.M., (EDST) Friday, May 17, 2019** at the Washington County Administration Complex, 100 West Washington Street, Second Floor Conference Room 2001, Hagerstown, Maryland. Attendance at this conference is not mandatory but is strongly encouraged.

Interested firms shall submit one (1) original, five (5) copies of submittals and six (6) flash drives of Qualifications and Experience information, enclosed in a sealed opaque envelope marked **"Q & E – Accounting and Review Services"**, one (1) original, five (5) copies and six (6) flash drives of the Technical Proposal enclosed in a separately sealed opaque envelope marked **"Technical Proposal – Accounting and Review Services "**, and one (1) original, five (5) copies and six (6) flash drives of the Price Proposal enclosed in a separately sealed opaque envelope marked **"Price Proposal – Accounting and Review Services "** are due into the Office of Rick F. Curry, CPPO - Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740 no later than **4:00 P.M. (EDST), Monday, June 10, 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 of that firm.


NOTE: All Proposers must enter the Washington County Administrative Complex through either the front door at the 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 controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administrative 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.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO - Purchasing Director 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.

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 do not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the 240-313-2330 Voice, TTY dial 7-1-1 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

The Board of County Commissioners reserves the right to accept or 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
Purchasing Director

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

PUR-1423
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE /
TECHNICAL PROPOSALS AND PRICE PROPOSALS
ACCOUNTING AND REVIEW SERVICES

May 10, 2019

I. NATURE OF SERVICES REQUIRED

A. General

The Board of County Commissioners of Washington County, Maryland is soliciting the services of qualified firms of certified public accountants to account for and review distributions made to Fire and Emergency Medical Services companies for the fiscal year beginning July 1, 2019 with the option to perform these services for fiscal years beginning July 1, 2020, 2021, 2022, and 2023. These services are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

The County desires the firm to review, account, and report on distributions made to Fire and EMS companies in accordance with County and State Policies. Three separate tasks are being requested as listed below. 1) Accounting and Review of annual County allocation to Fire/EMS companies; 2) Collection and review of Fiscal Reporting of companies per County policy; and 3) Senator Amoss fund reimbursement and reporting per State regulations.

1. The County budgets a specific amount of funding annually for costs associated with 23 Fire and 8 EMS companies (27 in County and 4 out of County) including but not limited to:
 - a. General allocation
 - b. Utilities reimbursements
 - c. Response assistance
 - d. Fuel and maintenance reimbursements

Funding is budgeted separately, per company, and per expense category. Utilities, Fuel, and Maintenance are handled on a reimbursement basis for expenditures incurred for the prior calendar year. Therefore, one reimbursement request will be made by the companies per year for these reimbursements. For the general allocation and response assistance, the companies will submit reimbursement requests to the accounting firm directly, once per quarter.

All requests will be reviewed by the firm, determination will be made on whether or not the expense is reimbursable and within budget, and the firm will approve or deny the payment to the company. Once per quarter, the accounting firm will provide the County with the approved appropriation amount for each company for disbursement.

The accountant will assume responsibility for:

- a. Reviewing all reimbursement requests and verifying they follow the County Purchasing Policy, Business Expense Policy, and Emergency Services Fiscal Policy.
- b. Recording and accounting for all reimbursement requests that follow policy.
- c. Requesting reimbursement for the appropriate fire or EMS company on a quarterly basis, not to exceed the budget for each fire and rescue company the County allocates for each fiscal year.
- d. The accountant will submit a reimbursement request to the Washington County Budget and Finance office's accounting supervisor. The County will issue a check for the reimbursement within a two-week period.
- e. Keeping records of all reimbursements made to each individual fire and rescue company by category as described above in section B.1.
- f. Reporting to the County each quarter on reimbursements made and the balance remaining for each individual fire and EMS company.
- g. Submitting a copy of records including reimbursement requests and detailed support to the County no later than 45 days following the end of a fiscal year.
- h. Receiving and retaining monthly bank statements provided by each company for a three-year period
- i. Retaining original copies for no less than a three-year period

Following each quarterly distribution, the firm shall develop a report and submit it to the County with the following information:

- j. Reimbursement made to each company by company and expenditure account.
- k. A report on requests from companies that were denied and the reason for denial.
- l. The County's fiscal year begins on July 1st and ends on June 30th. The firm will provide an annual report encompassing all quarters.
- m. Upon request, the selected firm shall make a public presentation of annual expenditures at a regular meeting of the Board of County Commissioners of Washington County, Maryland. The Director of Budget and Finance shall work with the firm to determine a date suitable for all both parties.

The above items apply to all Fire and EMS companies. If a company receives an annual amount less than \$5,000, reimbursement should be made on an annual basis and not quarterly.

In the event that the company does not have the financial capacity to provide for a large expense upfront, a request for advance funds can be made. This should be a formal request made to the accounting Firm. If the request is an allowable expenditure, the Firm can work with the County to release the funds and then subsequently collect expenditure documentation including receipts or other proof of payment after the completion of the purchase. This request is reserved for large expenditures only, in excess of \$10,000.

2. The County requires the firm to perform the following tasks as related to the Senator Amoss funds that are received on an annual basis. The County receives the Senator Amoss Grant from the state every November. These funds, at the Division of Emergency Services and the Board of County Commissioners discretion, are divided equally amongst the 26 fire and EMS companies in the County. These payments are to be reimbursed in accordance with the Senator William H. Amoss instructions for County Finance Offices. (See Appendix A)

n. Review all reimbursement requests and verify they follow the allowable uses from the Senator William H. Amoss instructions.

- Keep record of Senator Amoss fund balance for each company.
- Reimbursement requests will be submitted quarterly by companies. When a company submits a reimbursement request the accountant will review all receipts to verify they are allowable uses per state instructions.
- The accountant will then submit a reimbursement request to the Washington County budget and finance office's Accounting supervisor. The County will issue a check for the reimbursement within a two-week period.

o. Submit a Senator Amoss grant balance report by fiscal year and fire/EMS company. This report will be the reconciliation workpaper for the Senator Amoss liability account on the County's balance sheet.

p. Reports due to the state by December 31st. (See Appendix B)

- Schedule A – Must provide source documentation that validates the expenditure.
- Schedule B – Separate schedule for every year that there are unreimbursed funds.
- Schedule C - Certification of in-kind contributions.
- Attestation reports
- Any other additional requirements imposed by the State.

3. The County desires the accountant under consideration to collect and review financial reports of the 26 County Fire and EMS companies annually per the fiscal reporting requirements of the emergency services fiscal policy:

a. Financial reports are due from the individual companies no later than six months after the company's year-end. The required reports include:

- The highest form of financial statements with a minimum of balance sheet and income statement.
 - Form 990.
 - A certification statement. (See Appendix C)
- b. The accountant will review the financial statements and 990 filed by the company and verify they agree. In the event they do not, the accountant will request a reconciliation from the Fire/EMS company.
 - c. Failure of the companies to file documents on time will result in allocations addressed in section B.1. being held until all information is received.
 - d. The accountant will report to County quarterly each companies' status and forward an electronic version of financial information received.

C. Listing of Fire and EMS Companies

Fire Companies:

Co. 1 Sharpsburg Volunteer Fire Company
Co. 2 Williamsport Volunteer Fire Company
Co. 4 Clear Spring Volunteer Fire Company
Co. 5 Hancock Volunteer Fire Company
Co. 6/8 Boonsboro Volunteer Fire Company
Co. 7 Smithsburg Volunteer Fire Company
Co. 9 Leitersburg Volunteer Fire Company
Co. 10 Funkstown Volunteer Fire Company
Co. 11 Potomac Valley Fire Company
Co. 12 Fairplay Volunteer Fire Company
Co. 13 Maugansville Volunteer Fire Company
Co. 16 Mt. Aetna Volunteer Fire Company
Co. 26 Halfway Volunteer Fire Company
Co. 27 Longmeadow Volunteer Fire Company
E-1 First Hagerstown Hose
E-2 Antietam Fire
E-3 Independent Junior Fire
E-4 Western Enterprise
E- 5 South Hagerstown Fire
Truck 1/11 Pioneer Hook and Ladder
Blue Ridge Summit Fire Co
Brunswick Volunteer Fire Co
Co. 14 Rehab Unit & Safety Officers (WCVFRA)

EMS Companies:

Co. 19 Sharpsburg Area Rescue Service
Co. 49 Clear Spring Volunteer Ambulance Service
Co. 59 Hancock Volunteer Ambulance Service
Co. 69 Boonsboro Volunteer Ambulance Service

Co. 75 Community Rescue Service
Co. 79 Smithsburg Emergency Medical Service
Blue Ridge Summit Ambulance Service
Brunswick Ambulance Service

D. Accounting Standards to Be Followed

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. The firm is required to report expenditures in accordance with these principals.

E. Policies to Be Followed

The County uses several policies to determine eligible spending of taxpayer funds. Several of these policies will apply to the Fire and Rescue companies and should be used as a basis for reimbursement to the companies.

- a. Senator Amoss (Appendix A)
- b. Business Expense Policy (See Appendix D)
- c. Emergency Services Fiscal Policy (Appendix E)

All documents provided to the accounting firm by the Fire and EMS organizations will be made available to the County upon request and within a reasonable time frame. The County reserves the right to request information on an as needed basis.

Irregularities and illegal acts. The firm shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Director of Budget and Finance and the County Administrator.

F. Time Requirements

- a. Quarterly reports shall be provided to the County no later than 30 days after quarter ending September 30, December 31, March 31, June 30.
- b. Annual report shall be provided to the County no later than 45 days following June 30 of the current fiscal year.
- c. Senator Amoss reports are required via State Policy guidelines.

G. Assistance to be Provided to the Firm

The firm's principal contact with the County will be the Department of Budget and Finance. Any questions or concerns related to contracted tasks and duties will be directed to the Director of Budget & Finance.

II. COMPENSATION TO THE CONSULTANT

- A. The firm shall be compensated annually for his/her services on a contract lump sum fee basis (Attachment No. 1). Services shall be proposed in the format shown on Attachment No. 1. The lump sum fees shall include supervision, support, travel, and out-of-pocket costs necessary to accomplish the related tasks. The firm shall invoice the Washington County Budget & Finance Department, 100 West Washington Street, Room 3100, Hagerstown, MD 21740 quarterly as work progresses for all services satisfactorily completed during that period. All invoices shall include a description of the work effort covered for that period. Failure to include the description of work with the invoice may result in rejection of the invoice. Payment shall be made within thirty (30) calendar days of receipt of invoices for services satisfactorily rendered and approved by the County.
- B. The County reserves the right to delete by change order during any contract year any portion of the Scope of work and the fee as indicated on the Proposal Form associated therewith.

III. SUPPLEMENTAL SERVICES

- A. The firm shall include an hourly rate quotation for each classification of employee to be used on any project. The hourly rate shall include all costs such as actual payroll, subsistence, travel, profit and incidentals. In the event that supplementary work is requested, the County's Director of Budget & Finance will furnish to the Firm a detailed description of all work to be performed and will request that the consultant establish a "lump sum" figure for the service.
- B. Upon the determination of a mutually agreed upon "lump sum" cost, the firm shall proceed with the work and shall invoice the County on a monthly basis for all work satisfactorily completed during that period. Payment shall be made within thirty (30) calendar days of receipt of an invoice as approved by the County's Director of Budget & Finance.
- C. If a "lump sum" amount for the supplementary service cannot be agreed upon, the County's Director of Budget & Finance shall have the right to have the work performed by others or shall have the right to require the Firm to perform the work on a force account basis, applying rates as submitted in Attachment No. 1.

IV. INSURANCE REQUIREMENTS

- A. The successful firm 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 outlined in the attached (Attachment No. 2) *Insurance Requirements for Independent Contractors* policy.
- B. Professional Liability - The successful firm must also show 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.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

V. ACCOUNTING PERIOD AND ENGAGEMENT TERM

The Contract between the County and the successful Proposer shall be for the period beginning July 1, 2019 with an option by the County to renew the contract for up to four (4) additional consecutive one (1) year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of each expiration date. If the Proposer wishes to renew the contract, he must submit a letter of intent to the Washington County Director of Budget & Finance at least ninety (90) calendar days prior to the expiration of the contract. The County reserves the right to accept or reject any request for renewal based on the fees contained in the Proposal Form for Contract Year Nos. 2, 3, 4 and 5. All other terms and conditions shall remain unchanged.

VI. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Friday, May 17, 2019 at 11:30 A.M., (EDST)** at the Washington County Administration Complex, Second Floor Conference Room 2001, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory but it is strongly recommended. It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal.

VII. LIQUIDATED DAMAGES

Performance shall be monitored by the County's Director of Budget & Finance. Failure to meet any required criteria, at any time, shall result in the Proposer being responsible for the liquidated damages outlined herein. A letter shall be forwarded to the Proposer by certified mail stating the infraction and allowing the Proposer forty-eight (48) hours to come into compliance. A one-time charge of liquidated damages in the amount of three hundred (\$300.00) dollars shall be assessed on any non-compliance item that cannot be retroactively corrected. Should the Proposer fail to perform as specified in this RFP, it is understood that the County will deduct from any outstanding invoice an amount equal to three hundred (\$300.00) dollars per calendar day until such time as the proper work is performed in accordance with the resulting contract. As evidenced by submitting a proposal, it is understood that this is not a penalty, but is, in fact, a liquidated damage.

VIII. PROPOSAL INSTRUCTIONS

- A. To be considered to perform the requested services, send one (1) original and five (5) copies of proposals of Qualifications & Experience/Technical information enclosed in a sealed opaque envelope marked "**Q & E/Technical Proposal - Accounting and Review Services**", and one (1) original and five (5) copies of the Price Proposal enclosed in a separate and sealed opaque envelope marked "**Price Proposal – Accounting and Review Services**" 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, MD 21740

no later than **4:00 P.M., (EDST), Monday, June 10, 2019**. The Price Proposal shall be opened only if the firm is considered qualified and responsive to this request after detailed review of the Q & E / Technical Proposal by the Coordinating Committee. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm. Late proposals will be returned unopened if the proposer's return address is shown on the envelope

NOTE: All Proposers must enter the County Administration Complex through either 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 controlled by a door access system. Washington County Government implemented new security protocols at the Washington County Administration Complex at 100 West Washington Street, Hagerstown, effective 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.

B. Qualifications & Experience/Technical Proposal

The Q & E/Technical Proposals shall include the professional qualifications and experience of the firm and its technical understanding work to be performed. ***(DO NOT INCLUDE ANY PRICE FIGURES IN THE Q&E / TECHNICAL PROPOSAL.)*** At a minimum, the following points must be addressed in the proposal:

Section 1 – Executive Summary

Each proposal in the Qualifications and Experience/Technical section shall be accompanied by a letter of transmittal which summarizes key points of the proposal and which is signed by an officer of the Firm who is responsible for committing the Firm's resources.

Section 2 – Firm Qualifications

1. Legal name and address of Firm and type of legal entity.
2. The address and telephone number of the office(s) which will staff this engagement.
3. The name of the Firm's representative designated as the accounting contact.
4. The size of the Firm and the number and nature of the professional staff to be employed in this engagement on a full-time and part-time basis.
5. For the Firm's office that will be assigned responsibility for the accounting and review, list the most significant engagements (maximum – 5) performed in the last five (5) years that are similar to the engagement described in this request for

proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

6. Provide a description of additional firm capabilities and/or resources, which could be utilized by the County. Provide a description of any past and /or pending regulatory enforcement actions or charges of substandard work.
7. Explain the firm's commitment of availability and adequacy of personnel to accomplish the proposed scope of work in the time required.

Section 3 – Staff Qualifications

The qualifications, experience, and expertise of the key individuals assigned to this project will have the greatest impact on the selection process, especially the individual that will be assigned to the day-to-day responsibility of the County's account. Please be specific addressing the following:

1. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Maryland.
2. Provide information on the accounting experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations.
3. Government and non-profit related experience of the primary accounting contact over the past three-year period.
4. Indicate how the quality of staff over the term of the agreement will be assured.
5. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements

Section 4 – References

Please provide references for the Firm, including the names, addresses, and telephone numbers of at least three (3) clients in which the Firm served in a similar capacity. Provide the name, title, and telephone number of a contact person for each reference. References of Maryland clients are preferred.

C. Price Proposals

At a minimum, the Price Proposal submittal shall include the following:

1. The Proposal Form (Attachment No. 1) contained herein. A unit price is being requested for the work. Each identified service on the proposal form requires separate pricing. Contract will be awarded on the basis of the lowest responsive responsible bidder for the Total Lump Sum for the work requested and also consider, in a priority order.
2. Provide hourly rates for each classification of employee anticipated to be involved with the engagement. These hourly rates shall be used as the basis for compensation for supplemental work and shall include the Firm's total costs for actual payroll, support supervision, fringe benefits, overhead, travel, expenses, printing, profit and incidentals. The actual breakdown for these hourly rates is not required.
3. The proposal must be accompanied by a fully executed affidavit (Attachment No. 3) executed by the Firm, or in case the Firm is a corporation, by a duly authorized representative of said corporation, on the form provided.
4. Include conclusions, remarks and/or supplemental information pertinent to this request.

IX. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended firm if the successful firm does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information of any or all Proposers.
- C. Any proposal may be withdrawn up until the date and time set forth below for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the County the services set forth above in the Nature of Services Required.
- D. The selected Firm will be required to enter into a contract agreement with the County, a sample of which is attached hereto as Attachment No. 4.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms approved by the County and shall contain, at 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.
- F. The Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County's Director of Budget & Finance.
- G. No reports, information or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the Washington County Director of Budget & Finance.

- H. Firms shall 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 the County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- I. The County reserves the right to not hold discussions after award of the contract.
- J. By submitting a proposal, the Firm agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands its obligations.
- K. 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."
- L. The Firm shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- M. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.
- N. Political Contribution Disclosure: The Proposer 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.
- O. Proposals must give the full name and address of Proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- P. Proposals cannot be altered or amended after they are opened.

X. SELECTION PROCESS

- 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 Services Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/2017/07/ProcurementPolicy.pdf> and no proposal preparation

expense will be paid by the County relative to any response to this solicitation. The Washington County Coordinating Committee will evaluate the proposals. The Coordinating Committee shall be comprised of the County Administrator or appointee, County Chief Financial Officer, County Director of Budget & Finance (Committee Chairperson), County Director of Purchasing, County Accounting supervisor, Director of Emergency Services. The Coordinating Committee, based on responses to this request and on past performance, shall determine the approval or disapproval of Firms. No assumptions should be made on the part of the consultant as to the Coordinating Committee's prior knowledge of the consultant's abilities. Failure to provide the required information will result in disqualification of that firm.

- B. It is the County's intent to open and review each Firm's Q & E/Technical Proposal. If the Coordinating Committee determines a Firm's proposal to be satisfactory, the separate envelope containing the firm's Price Proposal will then be opened. If a Firm is determined to be unsatisfactory by the Coordinating Committee based on the Q & E/Technical Proposal then the Cost Proposal will not be opened and it will be returned unopened to the Proposer.
- 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) business days following notification.
- D. Selection criteria to be used by the Coordinating Committee are:
 - 1. Responsiveness to the scope of work and instructions to the Firms;
 - 2. Past performance of the Firms, including timely completion of projects, compliance with scope of work performed within budgetary limitations, and customer satisfaction;
 - 3. Specialized experience and technical competence in relevant work in the past five (5) years;
 - 4. Oral presentations, if required;
 - 5. Composition of the principals and staff assigned to the contract and their qualifications and experience;
 - 6. Adequacy of the personnel of the Firm to accomplish the proposed scope of work in the required time;
 - 7. The Firm's capacity to perform the work giving consideration to current workloads;
 - 8. Geographic location in relationship to Washington County, Maryland;
 - 9. The Firm's familiarity with problems associated with this type of work;
 - 10. References from previous clients, including size and scope of work, name and telephone number of contact person; and
 - 11. Price Proposal

XI. PROPOSAL AND AWARD SCHEDULE

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within ninety (90) calendar days after receipt of proposals.

XII. AWARD

The County reserves the right to award any combination of separately priced services and shall award a contract to the lowest responsive, responsible Proposer whose proposal, conforming to this request, will be the most advantageous to the County, for accounting and review services based on the total lump sum contract prices for selected services for fiscal years 2020, 2021, 2022, 2023 and 2024 as stated on the Proposal Form.

XIII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal. Any Proposer who finds discrepancies in, or omissions from the documents or be is in doubt as to their meaning, 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

Requests received after **4:00 P.M., (EDST) Tuesday, May 28, 2019** may not be considered. Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Director of Purchasing to all interested parties, and such addenda shall become part of the contract documents.

XIV. RESERVATIONS

- A. The Coordinating Committee reserves the right to request additional information about any Proposer as it may reasonably require.
- B. The Coordinating Committee reserves the right to request interviews.
- C. The Board of County Commissioners of Washington County also 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 a Firm which investigation shows is not in a position to perform the contract.

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 County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

The Board of County Commissioners of Washington County, Maryland 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. If you have any questions concerning this request, inquiries should be directed to Rick F. Curry, CPPO - Director of Purchasing, at 240-313-2330.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC/ljt

Attachments (5)

cc: Coordinating Committee Members

PUR-1429
PROPOSAL FORM

ACCOUNTING AND REVIEW SERVICES

The Firm Of: _____

Hereby agree to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____, Dated _____, No. _____, Dated _____, No. _____, Dated _____ at the following lump sum contract prices for each Fiscal Year for accounting and review services.
 (NOTE: If an error is made in addition calculation, the written unit price costs shall prevail.)

ACCOUNTING AND REVIEW SERVICES

Item No.	Description / Written Price	Price (Figures)
<u>Fiscal Year 2020</u>		
1	General Appropriations _____ (Dollars) _____ (Cents)	\$ _____ (Figures)
2	Senator Aross Funds _____ (Dollars) _____ (Cents)	\$ _____ (Figures)

_____ Firm Name

Item No.	Description / Written Price	Price (Figures)
<u>Fiscal Year 2020</u>		
3	Financial Reporting <hr/> (Dollars) <hr/> (Cents)	\$ <hr/> (Figures)
TOTAL SUM FOR FISCAL YEAR 2020 ITEMS I, II, III <hr/> (Dollars) <hr/> (Cents)		\$ <hr/> (Figures)

_____ Firm Name

Item No.	Description / Written Price	Price (Figures)
<u>Fiscal Year 2021</u>		
1	General Appropriations <hr/> (Dollars) <hr/> (Cents)	\$ _____ (Figures)
2	Senator Amoss Funds <hr/> (Dollars) <hr/> (Cents)	\$ _____ (Figures)
3	Financial Reporting <hr/> (Dollars) <hr/> (Cents)	\$ _____ (Figures)
TOTAL SUM FOR FISCAL YEAR 2021 ITEMS I, II, III		\$ _____ (Figures)

Item No.	Description / Written Price	Price (Figures)
<u>Fiscal Year 2022</u>		
1	General Appropriations <hr/> (Dollars) <hr/> (Cents)	\$ _____ (Figures)
2	Senator Amoss Funds <hr/> (Dollars) <hr/> (Cents)	\$ _____ (Figures)
3	Financial Reporting <hr/> (Dollars) <hr/> (Cents)	\$ _____ (Figures)
TOTAL SUM FOR FISCAL YEAR 2022 ITEMS I, II, III <hr/> (Dollars) <hr/> (Cents)		\$ _____ (Figures)

Item No.	Description / Written Price	Price (Figures)
Fiscal Year 2023		
1	General Appropriations <hr/> (Dollars) <hr/> (Cents)	<hr/> \$ _____ (Figures)
2	Senator Amoss Funds <hr/> (Dollars) <hr/> (Cents)	<hr/> \$ _____ (Figures)
3	Financial Reporting <hr/> (Dollars) <hr/> (Cents)	<hr/> \$ _____ (Figures)
TOTAL SUM FOR FISCAL YEAR 2023 ITEMS I, II, III		<hr/> \$ _____ (Figures)

_____ Firm Name

Item No.	Description / Written Price	Price (Figures)
<u>Fiscal Year 2024</u>		
1	General Appropriations <hr/> (Dollars) <hr/> (Cents)	\$ _____ (Figures)
2	Senator Amoss Funds <hr/> (Dollars) <hr/> (Cents)	\$ _____ (Figures)
3	Financial Reporting <hr/> (Dollars) <hr/> (Cents)	\$ _____ (Figures)
TOTAL SUM FOR FISCAL YEAR 2024 ITEMS I, II, III <hr/> (Dollars) <hr/> (Cents)		\$ _____ (Figures)

Schedule of Professional Fees for Supplemental Services, if required by Washington County, Maryland:

Hourly Rates

Partners	\$ _____
Managers	\$ _____
Supervisory Staff	\$ _____
Staff	\$ _____
Other (Specify)	\$ _____

PROPOSER MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature: _____

Name & Title Printed: _____

Telephone No. _____ Fax No.: _____

E-mail Address: _____

Date: _____

Federal Employer's Identification Number: _____

EXCEPTIONS:

(If no exceptions are being taken, state NONE)

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-1429)

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

PUR-1429
Rev. 2/29/08

TITLE

CONTRACT FOR ACCOUNTING AND REVIEW SERVICES

This Contract for Accounting and Review Services (the "Contract") is made this _____ day of _____, 2019, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, 100 West Washington Street, Hagerstown, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and _____ (the "Firm").

RECITALS

Firm is a Maryland limited liability company comprised of certified public accountants and has been retained by the County in accordance with the Request for Proposals Regarding Qualifications & Experience/Technical Proposals and Price Proposals Accounting and Review Services (PUR-1429) dated _____, 2019 and any and all addenda thereto (the "RFP"), as accounting firm for the accounting and review services of Washington County, Maryland, for the fiscal year beginning July 1, 2019, with an option for four (4) additional consecutive one (1) year periods relating to fiscal years beginning July 1, 2020, July 1, 2021, July 1, 2022 and July 1, 2023, respectively, subject to the provisions herein.

The County hereby accepts the proposal dated _____, 2019, submitted by the Firm to the Washington County Coordinating Committee (the "Proposal"), subject to the provisions and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. **NATURE OF WORK.** The accounting firm will perform of the County in accordance with the terms and provisions of the RFP and the Proposal, the contents of which (the RFP and the Proposal) are incorporated herein by reference and made a part hereof, except as specifically modified herein. Should the RFP differ in any respect from the Proposal, the provisions of the RFP shall govern. In the event of conflict in the provisions of the Proposal and this Contract, the provisions of this Contract will govern.

The County shall have sole discretion to determine the need for the continued provision of the services specified in this Contract. The Firm shall not perform services for which the cost would exceed the dollar authorization set forth in this Contract. If, at any time, and in its sole and absolute discretion, the County determines that the services provided under and pursuant to this Contract by any of the Firm's employees are not satisfactory, it shall so notify Firm in writing and Firm shall immediately withdraw such individual and, at the County's option, furnish an individual who meets the qualifications required.

2. **TERM.** The Firm shall perform accounting and review services for the fiscal years beginning July 1, 2019, and shall provide services through June 30, 2020, with an option by the County to renew this Contract for up to four (4) additional consecutive one (1) year periods, subject

to written notice by the County to the Firm at least sixty (60) calendar days in advance of the then current expiration date. If the Firm wishes to renew this Contract, it must submit a letter of intent to the County at least ninety (90) calendar days prior to the then current expiration date of the Contract. The County reserves the right to accept or reject any request for renewal by the Firm for any reason, including but not limited to, the fees contained in the Proposal for Contract Year Nos. 2, 3, 4 and 5. All other terms and conditions shall remain unchanged.

3. **TIME DEVOTED TO WORK AND LIQUIDATED DAMAGES.** In the performance of the services and the hours Firm is to work on any given day shall be entirely within the Firm's control and the County shall rely upon the Firm to put in such number of hours as may reasonably be necessary to fulfill the spirit and purpose of this Contract. Firm shall complete the services to be performed under this Contract in accordance with the schedule set forth in the RFP. If the Firm fails to meet any required term, criteria, provision or condition of this Contract, the County shall provide written notice to the Firm by certified mail stating the failure/infracton and allowing the Firm forty-eight (48) hours to come into full compliance. Moreover, failure of the Firm to meet any required term, criteria, provision or condition of this Contract during the term of this Contract or any renewal thereof, shall result in the Firm being responsible for liquidated damages as specifically provided for below. A one-time charge of Three Hundred (\$300.00) Dollars shall be assessed against the Firm for any non-compliance item that cannot be retroactively corrected. Should the Firm fail to perform as specified in this Contract, it is understood and agreed that the County shall deduct from any outstanding invoice an amount equal to Three Hundred (\$300.00) Dollars per calendar day as liquidated damages, until such time as the proper work is performed in accordance with this Contract. The parties agree and acknowledge that the potential liquidated damages as outlined herein are not a penalty but are, in fact, liquidated damages.

4. **PAYMENT.**

- A. The Firm shall be compensated for its services on a contract lump sum basis for each fiscal year as follows (subject to the County's option for FY2021, FY2022, FY2023 and FY2024 as provided for herein):

ACCOUNTING AND REVIEW SERVICES						
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	TOTAL
<u>TOTAL</u>						

B. The fee for extra or supplemental work as specified in Paragraph VII of the RFP shall be based upon the following hourly rates:

Partners \$ _____
 Managers \$ _____
 Supervisory Staff \$ _____
 Staff \$ _____

- 5. **FIRMS EMPLOYEES.** In the event employees of Firm also perform services for the County under and pursuant to this Contract, they shall be bound by the provisions of this Contract and firm shall, at the request of the County, furnish to the County satisfactory evidence to that effect, and that such employees are in fact employees of Firm only and that all taxes required to be withheld or paid on behalf of such employees have been paid or provided for by Firm and that all required policies of workers' compensation are in place.

- 6. **CONFIDENTIALITY.** The Accounting Firm agrees that all knowledge and information that the Accountants may receive from the County or from its employees or other consultants of the County and all information provided by Accountants to the County and reports of work done, together with any other information acquired by or as a direct result of the services provided by the Accountants as contemplated herein, shall for all time, and for all purposes be regarded by the Accountants as strictly confidential and held by the Accountants in confidence, and solely for the County's benefit and use, and shall not be used by the Accountants or directly or indirectly disclosed by the Accountants to any person whatsoever, except to the County or with the County's prior written consent, approval and permission.

7. **ACCOUNTING FIRMS REPRESENTATIONS.** The Accounting Firm represents and warrants that the Accounting Firm and the Firm's employees have the right to perform the services required under and pursuant to this Contract without violation of obligations to others, and the Accounting Firm's and its employees have the right to disclose to the County all information transmitted to the Accounting Firm in the performance of services under and pursuant to this Contract, and the Accounting Firm agrees that any information submitted to the County may be utilized fully and freely by the County.
8. **TERMS TO BE EXCLUSIVE.**
- a. The entire contract between the parties with respect to the subject matter hereunder is contained in this Contract and it supersedes all prior oral or written agreements and representations between the parties.
 - b. Except as herein expressly provided to the contrary, the provisions of this Contract are solely for the benefit of the parties hereto and not for the benefit of any other person, persons or legal entities.
9. **ASSIGNMENT.** The rights and obligations of the Accounting Firm under this Contract are personal and specific to the Accounting Firm and may not be assigned or transferred to any other person, firm, or corporation without the prior, express, written consent of the County.
10. **MODIFICATION OR WAIVER OF CONTRACT.** Any modification or waiver of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
11. **NOTICES.** Any notice provided for or concerning this Contract shall be in writing and be deemed sufficiently given when sent by certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Contract.
12. **SUCCESSORS BOUND.** This Contract shall inure to the benefit of, and shall be binding upon each of the parties hereto and their respective successors and permitted assigns.
13. **NONDISCRIMINATION.** No discrimination because of race, color, national origin, ancestry, or religion shall be made in the employment of persons to perform services under this Contract. Accounting Firm agrees to meet all federal, State and County requirements pertaining to nondiscrimination in employment.
14. **INTEREST OF ACCOUNTING FIRM.** The Accountants covenants that neither it nor any of its members presently has any interest, nor shall Accountant or any of its members acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder. Accountant certifies that no one who has or will have any financial interest under this Contract is an officer or employee of the County.

15. **SEVERABILITY.** If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible, (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, and (c) the parties hereto shall endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid and enforceable provisions, the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

16. **GOVERNING LAW.** It is agreed that this Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista Hart, County Clerk

BY: _____
Jeff Cline, President

ATTEST:

BY: _____

Recommended for approval:

Director
Budget & Finance

Approved for legal sufficiency:

Kirk Downey
County Attorney