



COORDINATING COMMITTEE

PUR-1465

REQUEST FOR PROPOSALS

REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES WASHINGTON COUNTY, MARYLAND

The Board of County Commissioners (BoCC) of Washington County, Maryland is requesting Qualifications & Experience/Technical Proposals and Price Proposals from qualified firms to provide **Insurance Brokerage and Risk Management Services** in Washington County, Maryland.

The Washington County Coordinating Committee will be evaluating submissions to this request and select a firm judged to be responsible and responsive to the request. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience/Technical Proposals as well as Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria used by the Committee is available from either the Washington County website: www.washco-md.net by accessing the “**Services/Bids-Purchasing/Open Bid Invitations**” or inquiries regarding the 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, Suite 3200, Hagerstown, Maryland 21740, telephone 240-313-2330.

Due to the Coronavirus (COVID-19) pandemic Washington County Purchasing has canceled all face-to-face meetings. A Pre-Proposal Tele-Conference will be held on Thursday, April 16, 2020 at 10:00 A.M., (EDT/EST). All interested proposers wishing to take part in the meeting shall call 240-313-2330 to receive instructions. Teleconferencing is not mandatory but is strongly encouraged.

The following 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, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EDT/EST), Thursday, May 7, 2020.**

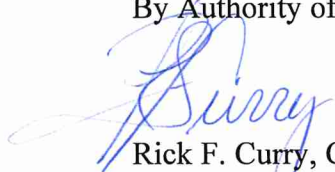
- One (1) original, six (6) copies and seven (7) flash drives of *Qualifications & Experience/Technical Proposal* information from firms, enclosed in a sealed opaque envelope marked “**Q&E/Technical Proposal – (PUR-1465) Insurance Brokerage and Risk Management Services**”.
- One (1) original, six (6) copies and seven (7) flash drives of the *Price Proposal* enclosed in a separately sealed opaque envelope marked “**Price Proposal – (PUR-1465) Insurance Brokerage**”.

and Risk Management Services". The Washington County Coordinating Committee will evaluate the submittals. Failure to provide the information required above for the Committee's review may result in disqualification. **NOTE: Washington County government has limited access to the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland until further notice. All Proposers shall allow ample time for delivery of their Proposal packets. Delivery of proposal packets via-courier service or United States Postal Service (USPS) will be accepted. For those proposers who wish to deliver their proposal packets in person will need to call 240-313-2330 to schedule an appointment to drop off their proposal packets.**

Washington County will 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 does 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 undersigned at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Proposal Tele-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, 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. 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 and to take whatever action is in the best interest of Washington County. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

**PUR-1465
REQUEST FOR PROPOSALS**

**REGARDING QUALIFICATIONS & EXPERIENCE /
TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR
INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES
WASHINGTON COUNTY, MARYLAND**

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Attachment A: Questionnaire

Attachment B: Washington County Policy - Insurance Requirements for
Independent Contractors

Attachment C: Proposal Form

Attachment D: Affidavit

Attachment E: Contract Agreement (Sample)

Attachment F: Schedule of Insurance- Washington County, Maryland Insurance Program



COORDINATING COMMITTEE

PUR-1465 REQUEST FOR PROPOSALS

REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES WASHINGTON COUNTY, MARYLAND

April 8, 2020

Qualified firms are hereby invited to submit a proposal to provide insurance brokerage and risk management services as required by the Board of County Commissioners of Washington County, Maryland. Proposals shall include two separate and distinct parts in separately sealed envelopes. The first part shall include combined Qualifications & Experience/Technical Proposals (Q&E); the second shall include Price Proposals. It is the County's intent to open and review each firm's Q&E portion to evaluate qualifications, experience, staff assignments, task understanding, and general approach to the work. If the combined Q&E/Technical Proposal is deemed acceptable, the envelope containing the firm's Price will then be opened. For any Q&E/Technical proposal considered non-responsive, the envelope containing the corresponding price information will be returned, unopened, to the respective firm.

I. INTRODUCTION

A. Purpose:

1. The Board of County Commissioners of Washington County, Maryland (the County) is seeking a team of industry professionals to assist and guide the County in identifying and managing the unique public sector risks and exposures encountered in its daily operations. The County is accepting proposals from firms interested in providing the County with design of its risk financing program, including brokerage services, to include, but not be limited to, its property and casualty risk financing program for the County which would contemplate use of cost-effective self-insured retentions, insurance deductibles, and other risk financing techniques. Services will also extend to preparation of insurance specifications for the insurance market, marketing and solicitation of insurance quotations, placement of insurance policies at the request of the County and other broker services as enumerated in the Scope of Services, including efforts necessary to insure the volunteer fire and rescue companies who are members of the Washington County Fire & Rescue Association.

2. PROPOSERS MAY NOT CONTACT ANY INSURANCE CARRIERS TO PROVIDE PRICING UNTIL AUTHORIZED TO DO SO BY THE COUNTY'S RISK MANAGEMENT COORDINAOR. THIS RFP IS NOT AN AUTHORIZATION TO APPROACH THE INSURANCE MARKETPLACE OR SERVICE AGENCIES ON BEHALF OF WASHINGTON COUNTY. FAILURE TO COMPLY WITH THIS CONDITION WILL BE GROUNDS FOR DISQUALIFICATION FROM THE REQUEST FOR PROPOSALS PROCESS.
3. The initial term of this contract is anticipated to be for a one (1) year period tentatively commencing August 1, 2020 with an option by the County to renew for up to four (4) additional consecutive one (1) year periods thereafter contingent upon satisfactory annual performance by the Contractor and fiscal appropriations. The County reserves the right to terminate the contract at any time upon sixty (60) calendar days written notice to the Contractor. As determined by the County, it will pay the Contractor's reasonable costs incurred prior to the termination. In the event of termination, the Contractor may be required to provide the necessary best effort to transfer records and historical data to a superseding broker or to Washington County.

B. General Insurance Information:

1. According to the U.S. Census Bureau, Washington County has a total area of 468 square miles, 458 square miles of which is land and nine (9) square miles (2.01%) is water. As of the 2010 census, there were 147,430 people, 55,687 households, and 37,506 families residing in the county. Washington County is located in West Central Maryland, bordered by Pennsylvania, Virginia and West Virginia.
2. County government consists of a five (5) member Board of County Commissioners elected every four (4) years. Day-to-day administration is performed by the County Administrator.
3. County-wide, there are over 300 property structures and a fleet of eighteen (18) transit buses, four hundred forty-five (445) passenger vehicles (sedans, SUVs, pickups, and vans), in addition to over one hundred ninety (190) off road construction vehicles, trailers, tractor trailers, and the like. This does not include the various County volunteer fire and rescue units that are individual corporations insured under the volunteer program.
4. County departments and services consist of:
 - a. ***Division of Public Works:***
 - 1) Highways
 - a) The Highway Department performs pothole repair and paving on all County-owned roadways. In addition, the following functions are also performed: shoulder maintenance, roadside mowing, brush and tree trimming,

tree removal, curb and gutter repair. Roadside litter and debris are also picked up along all County-owned roadways by the Highway Department. Litter and/or debris must be within the County right-of-way.

- b) Snow removal operations are performed by the Highway Department on all County-maintained roads.
- c) Stormwater drainage maintenance is performed by the Highway Department including storm drain culvert repair for county-owned drainpipes.
- d) The Highway Department manages traffic operations on County-owned roadways through the installation and maintenance of streetlights, traffic signals, traffic signs and pavement markings.

2) Department of Water Quality

This department operates seven (7) days a week and is responsible for overseeing the operation and maintenance of ten (10) domestic wastewater plants, eight (8) water treatment facilities, over forty (40) pumping stations, over three thousand (3,000) grinder and low pressure pumps and miles of pipes and lines. The department was recently presented the Governor's Award of Excellence for its Biological Nutrient Removal initiatives that is indicative of numerous other awards and accolades received throughout its years of operation.

3) Parks and Recreation

- a) In addition to responsibility for supervision and maintenance of the County's buildings and grounds, this department oversees the County's park system, the agricultural center, and a County golf course, as well as County recreation programs.
- b) County parks consist of eighteen (18) area parks with facilities ranging from simple pavilions to Marty Snook Park that contains three (3) regulation softball fields, senior, little and minor league baseball complex, two (2) lighted double tennis courts, two (2) basketball courts, two (2) multipurpose fields for soccer, football, rugby and lacrosse, a Par Course fitness trail, four (4) picnic pavilions, picnic tables, grills, playground equipment, horseshoe courts, volleyball courts, a 25-meter swimming pool, restrooms and a bike path.

- c) Washington County Agricultural Education Center was developed to spotlight the diversity of agriculture in Washington County. This site located south of Hagerstown offers fairs, shows and special events. In addition, the Rural Heritage Museum is located on the Ag Center Grounds. It is open year-round on Saturday and Sunday from 1 pm to 4 pm. The museum contains more than 4,000 items, most of which are on loan from or have been donated by local residents. There is also a Gift Shop on the premises.
- d) Black Rock Golf Course is a unique facility featuring a fully stocked pro shop with an oversized putting green and a driving range with its own chipping green and sand trap. The course includes an onsite restaurant.
- e) The Fitness and Recreation Department is responsible for providing recreational programming for citizens of all ages. Classes include swimming lessons for children, martial arts and water aerobics instruction, fitness classes, and adult and children dance lessons. The department coordinates sports leagues provide instruction in activities such as tennis and is the county liaison to sports organizations (little league and youth organizations). The Department also provides summer day camp experiences for children of all ages.

4) **County Commuter**

- a) Present program consists of fixed route buses, paratransit, JOBS and other transportation programs providing over 516,000 passenger trips. Approximate fixed route trips totaled 475,000, ADA 13,000, taxi 20,000, and JOBS 8,000. There are 23 vehicles in the fleet, including full size buses, paratransit vehicles and passenger vans. The program runs 516,973 service miles and 43,000 service hours.
- b) County Commuter has been in operation for over 47 years and operates service on regular urban bus routes, providing service to Hagerstown, Williamsport, Smithsburg, Halfway, Long Meadow, Funkstown, Maugansville, and the Robinwood corridor. In addition, Paratransit buses serve people with disabilities, the Taxi-voucher program aids elderly and people with disabilities, and the Job Access service assists Social Services clients in getting to work. The service operates with fifty-five (55) employees, eighteen (18) full-time and thirty-seven (37) part-time.

5) **Engineering**

This division has a staff of sixteen (16), including five (5) engineers, and acts as the technical advisor to the Board of County Commissioners and to other public agencies that may require consultation on engineering matters.

6) **Solid Waste**

The County conducts environmental monitoring and maintenance for at least thirty-eight (38) years from year of closure of the City/County Landfill (1982), Hancock Landfill (1993), the Reclamation Rubble Landfill, which was placed in a dormant status in November 2000, and the Resh Road II Municipal Landfill (2001). The Forty-West Landfill opened December 11, 2000 and has 4 operating cells of fifteen (15) possible constructed. This site is anticipated to serve the needs of the County for fifty (50) more years.

b. ***Hagerstown Regional Airport:***

Hagerstown Regional Airport (HGR) is served by Allegiant Air providing service with MD-83 aircraft and Airbus 320's to and from Orlando-Sanford International Airport (SFB) or Clearwater/St. Petersburg (PIE) two times a week. The airport is classified as a Part 139 commercial service, regional airport and is a Class I, Index B with two runways. There are no aircraft owned by the airport; however, 142 T-hangars house 158 privately owned aircraft and 24 small offices housing various aeronautical businesses and storage. Eleven larger hangars serve other businesses and corporations. Airport premises consist of 680 acres, with a recently renovated terminal building. The longest runway (9/27) is 7,000' classified as a C-III runway with full safety areas and two instrument approaches. The smaller runway (2/20) is 3,160' and is classified as a B-II runway. A fire station was constructed and completed in 2010. This facility houses an Aircraft Rescue Firefighting vehicle and a Mass-Casualty trailer.

c. ***Washington County Emergency Services (9-1-1 Dispatch):***

As the primary PSAP (Public Safety Answering Point) for Washington County, the Division of Emergency Services through an integrated Emergency Communications Center (ECC) answers all requests for emergency services. Through the 9-1-1 system and nationally accredited software, the ECC processes and dispatches ALL requests for EMS, Fire and Law Enforcement. At the forefront of the Division's efforts is the consolidation of the emergency communications resources into a state-of-the-art facility. As we draw closer to the consolidation, pieces continue falling into place to facilitate a smooth transfer and seamless integration of

upgraded technology and advanced resources. Staffing for the ECC consists of over fifty (50) personnel working within the center.

d. ***Washington County Sheriff's Department:***

1) **Patrol Division**

The Patrol Division is the enforcement branch of the Washington County Sheriff's Office. The responsibilities of the Patrol Division include enforcement of traffic and criminal laws, conducting investigations, responding to complaints, providing crime prevention and community-oriented programs. There are approximately one hundred eight (108) uniformed officers in this division.

2) **Detention Division**

The Detention Center is accredited by the American Correctional Association and the Maryland Commission on Correctional Standards. Average daily inmate population is 380. There are presently approximately one-hundred fifteen (115) detention officers.

3) **Judicial Division**

The Sheriff's Office Judicial Division's primary function is to provide security for the Circuit Court House and Courtrooms during trials, and to serve various civil process coming from private attorneys, and the District and Circuit Courts. This division is staffed with approximately twenty (20) uniformed personnel.

4) **Day Reporting Center**

The Day Reporting Center is an alternative to incarceration. It is an on-site, non-residential program that is designed to change an offender's adverse thinking pattern and attitudes; improve job skills and job retention. There is one (1) program director and one (1) uniformed officer.

e. ***Washington County Fire & Rescue Association:***

Washington County is unique in that the fire and rescue services that the County is obligated to provide to its citizens has traditionally been provided by various independent volunteer fire companies and ambulance services. While these companies are separate legal entities, Washington County Government subsidizes the companies in various ways, one of which is placement of and payment for appropriate insurances. The County also provides claims management services and risk management services to each

of the companies through the Risk Management Coordinator, as well as operational oversight through the County's Department of Emergency Services. The level of these services provided by the County to the various companies is anticipated to increase over the next several years.

5. Washington County Insurance Program

Currently, Washington County carries the policies, limits and deductibles through the insurance carriers as enumerated on Attachment F. Presently uninsured is pollution liability, including from underground storage tanks.

II. MINIMUM BROKER QUALIFICATIONS:

- A. Respondents not meeting these minimum qualifications as of the due date for the proposals will not be considered.
- B. The Respondent and its employees and subcontractors, if any, must have all necessary current business and professional licenses issued by the State of Maryland for procurement of property and casualty insurance. Proper documentation shall be attached to the proposal.
- C. Respondent's servicing office that would provide insurance brokerage services to the County must also be currently providing similar insurance brokerage services to at least one (1) other Maryland public sector entity. The entire firm should be currently providing similar insurance brokerage services to at least three (3) similar public sector entities.
- D. Respondent's servicing office providing insurance brokerage services to the County must have the following number of qualified personnel each with a minimum of three (3) years' public sector experience:
 - 1. One (1) marketing account executive
 - 2. One (1) customer service representative
 - 3. One (1) risk management professional
- E. Respondent's firm must be in the insurance procurement and risk management business for at least five (5) years.
- F. Respondent's firm must provide documentation that it is able to provide all services outlined in the Scope of Services, including the industry affiliations necessary to procure the County's present insurance coverage and limits listed in the Washington County Insurance Program (see Attachment F) as well as accommodate future expansion of insurance and risk management needs. This documentation may take the form of examples of similar insurance program placement, or services brochures, or other marketing or informational materials.

III. CONSULTANT SELECTION PROCESS

- A. The Washington County Coordinating Committee will evaluate responses to this request and select those firms judged to be most qualified.
- B. It is the County's intent to open and review each firm's Qualifications and Experience (Q & E) along with the Technical Proposal to determine qualifications. If the Coordinating Committee determines that a firm has a satisfactory Q&E and Technical Proposal, the envelope containing the firm's Price Proposal will then be opened. (See Section IX, SUBMITTALS.)
- 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 Committee are:
 - 1. Responsiveness to the scope of work and questionnaire;
 - 2. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction;
 - 3. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;
 - 4. Oral presentations, if required;
 - 5. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services such as that being proposed;
 - 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
 - 7. Firm's capacity to perform the work giving consideration to current workloads;
 - 8. Firm's familiarity with problems applicable to this type of service;
 - 9. References from previous clients, including size and scope of services, name and telephone number of contact person; and
 - 10. Price proposal.

IV. SCOPE OF SERVICES:

The objective of this Scope of Services is to improve the County's process of insurance procurement, including the coordination of loss prevention services to effectively control cost and reduce exposures. Broker must be able to provide insurance brokerage and related risk management consulting services to the County for all insurance coverage currently being

purchased and/or reasonably anticipated in the future. All insurance products offered to the County must be quoted net of commissions to the Broker. Broker is to be compensated solely on a fee basis. These services shall be provided in accordance with the Agreement (EF) between the Broker and the County. The Broker shall provide the following services:

A. Insurance Placement

1. Marketing Services

- a. Maintain contact with global, national, and regional insurance markets, which are interested, available, and qualified to provide insurance and loss prevention/engineering services to the County and identify opportunities to improve coverage of services and/or reduce premium cost.
- b. Assure that the County continues to have access to all appropriate global, national, and regional insurance markets.
- c. Provide expertise in the preparation of manuscript insurance policy forms and endorsements, if necessary. Assist in negotiations with insurers to obtain acceptable policy terms and conditions. Issue and deliver binders for coverage prior to the expiration of current policies.
- d. Monitor the financial conditions of insurers, including their ability to pay claims promptly and advise the County whenever any insurer is downgraded by any rating agency.
- e. Using an agreed upon format, prepare written specifications at the direction of the County's Risk Management Coordinator to be used to obtain timely insurance quotations and loss prevention services. Since the County allocates premiums to departments, **each line of coverage should be quoted separately, i.e. general liability, auto liability, law enforcement liability, inland marine, etc.**
- f. Begin renewal activities for all insurance coverage in future years a minimum of one hundred twenty (120) calendar days before anniversary dates by requesting from the County current underwriting data. At least sixty (60) calendar days prior to the expiration of the County's insurance coverage receive insurance proposals and perform analyses to determine which proposals offer the best combination of cost, services and coverage. Renewal decisions shall be made by the County.
- g. Each risk exposure must be marketed on an annual basis by way of professional market review to multiple vendors with coverage comparisons, exclusion comparisons, deductible comparisons provided to the County. Award of coverage is the responsibility of the County.

2. Policyholder Services

a. Policy Review and Coverage Verification

- 1) Assure that all insurance policies provided by insurers conform to the requested coverage and these policies are provided to the County within forty-five (45) calendar days after inception of insurance.
- 2) Review and evaluate new and renewal policies, endorsements or related documents affecting coverage, services or cost.
- 3) Process or facilitate processing of certificates of insurance as necessary promptly as requested.

b. Claims Settlement

- 1) Assist with claims documentation process and coverage interpretation to assure the County receives maximum loss recoveries in a timely manner; monitor claim status and assist in timely resolution of claims.
- 2) Identify and assist in resolving insurance coverage disputes with insurance companies both before and after claim documents are submitted.
- 3) Assist the County in obtaining all payments, including partial payments, for losses from insurance companies.
- 4) Assist with any quarterly carrier or TPA claims reviews as requested by the County's Risk Management Coordinator.
- 5) Assist the Risk Management Coordinator in negotiating with underwriters and in the development of a relationship between the County and those insurance company officials who in the event of losses would play an important role in loss settlement negotiations.

B. Risk Management Consulting

1. Assist the County with annual exposure updates to assure compliance with terms and conditions of the various insurance coverages.
2. Develop coverage options agreed upon for coverage not currently in effect for the County's review. Such review should indicate a market review of coverage for both price and conditions as well as alternatives for managing the identified risk other than a traditional insurance product where such alternatives exist.
3. Evaluate alternative funding options for procurement of both primary and excess coverage.

4. The County's Risk Management Coordinator will coordinate all activities with the Broker and perform day-to-day administration and liaison functions such as furnishing records and available data necessary to perform the services.
5. Assist the County's Risk Management Coordinator in the development and maintenance of contract insurance standards and provide advice regarding the appropriate types and levels of coverage necessary for proposed contracts, if requested.
6. Provide routine verbal consulting advice on safety and loss control matters as they relate to the County's risk management program. Participate in on-site inspections and training programs if requested.
7. Provide assistance in conducting research and compilation of data regarding loss prevention efforts by the County and maintain a database of experts that the County may consult for loss prevention programs, claims, or engineering issues. Provide annual benchmarking.

C. Personnel

If, subsequent to the submission of its Proposal, there are personnel changes necessary, Broker shall notify the County's Risk Management Coordinator in writing prior to making changes in professional personnel assigned, or to be assigned. The Risk Management Coordinator shall have the right to reject any personnel assigned by the Broker to perform work under this Scope of Services. The Broker shall submit for approval of the Risk Management Coordinator the name of substitute personnel to fill the position(s). In addition, the Risk Management Coordinator shall have the right to require the removal and replacement of the Broker's previously assigned personnel. See Section X, "Method of Award and Termination, paragraphs A through D.

D. Compensation

1. The proposer should quote an annual fee for the scope of services outlined in this RFP. Such fee should be a base fee for services and should assume that the proposer would not be entitled to any commissions for any coverage procured on behalf of the County. Proposer should indicate any exceptions to this requirement.
2. In the event that a particular insurance company whose coverage is most advantageous to the County will not write coverage net of commission, commissions received for coverage procured by the proposer shall be disclosed and credited against the fees outlined in Attachment C. In addition, any commissions, direct or indirect, received by Broker in relation to the County's account will be deducted from the service fee. Such fees and commissions will be subject to audit at the discretion of the County.
3. The Contractor shall be compensated annually for its services on a contract lump sum fee basis, paid in arrears in twelve (12) equal installments. Services shall be proposed in the format shown on Attachment C.

4. The lump sum fees shall include all costs related to the performance of all contracted services and may include, but is not limited to supervision, support, travel, and out-of-pocket costs necessary to accomplish the related tasks.
5. After placement of each insurance policy upon the direction of the County as specified in Section II, Scope of Services, the broker will prepare an invoice/handle premium(s) on behalf of the insurance companies and forward to the County. Broker will also provide a monthly statement of accounts including credits, debits, and commissions (if received by the broker) to the contract administrator. Payment will be made upon receipt of invoice subject to verification of the above.

E. Change in Scope

From time to time the County may direct changes and modifications in the Scope of Services as contained herein as may be necessary to carry out the purpose of this Scope of Work. The Broker shall accommodate such changes. Such changes shall be in the form of a written amendment to the Agreement between Broker and the County reflecting, as appropriate, an amendment to the services rendered. See Section VI, "EXTRA WORK".

V. 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.

VI. EXTRA WORK:

- A. The Consultant's Price Proposal shall include a quotation of hourly rates for each classification of employee to be used on this project. **These hourly rates shall be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, fringe benefits, overhead, transportation, expenses, profit, and incidentals** (the actual breakdown for these hourly rates is not required). Failure to include such information will render the submission as non-responsive.
- B. In the event that extra work becomes necessary, the Risk Management Coordinator will furnish a detailed scope of work to the Consultant and will request that the Consultant establish a "not to exceed" cost for the required services.

- C. Upon agreement of the "not to exceed" figure by both parties, the Consultant will proceed with the necessary work and will invoice the County for the actual man-hours charged to that item. The Consultant's invoice will be based on the hourly rates quoted in his/her Proposal. The total invoicing for the extra work will not exceed the previously agreed upon total cost without the written approval of the Risk Management Coordinator.

VII. PRE-PROPOSAL TELECONFERENCE:

Due to the Coronavirus (COVID-19) pandemic Washington County Purchasing has canceled all face-to-face meetings. A Pre-Proposal Tele-Conference will be held on Thursday, April 16, 2020 at 10:00 A.M., (EDT/EST). All interested proposers wishing to take part in the meeting shall call 240-313-2330 to receive instructions. Teleconferencing is not mandatory but is strongly encouraged. It is the Consultant's responsibility to become familiar with all information necessary to prepare a proposal.

VIII. INSURANCE REQUIREMENTS:

- A. The successful Consultant must show, prior to the execution of the agreement, evidence of appropriate Insurance as outlined in Washington County's Policy of Insurance Requirements for Independent Contractors, included as Attachment B.
- B. Professional Liability – The successful Consultant must also show, prior to the execution of any contract resulting from this request, 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.

IX. SUBMITTALS:

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Professional/Technical Services Selection that can be viewed at <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf>. No proposal preparation expense shall be paid by the County relative to any response to this solicitation. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- B. The Coordinating Committee shall be comprised of the County Administrator (Chairman Designee), Risk Management Coordinator, Safety Compliance Coordinator, Director of Human Resources, and Director of Purchasing.
- C. Two (2) separately sealed submittals shall be made. One shall be the combined submittal of Qualifications and Experience (Q & E) along with the Technical Proposal. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered qualified and responsive to this request after detailed review of the combined Q & E and Technical Proposal by the Coordinating Committee. **(DO NOT INCLUDE ANY PRICE INFORMATION IN ANY TRANSMITTAL LETTER NOR IN THE Q & E PROPOSAL OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.)**

- D. The approval or disapproval of Consultants will be determined by their response to this request and on past performance with Washington County. No assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of your abilities.
- E. 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.
- F. As a minimum, your combined **Qualifications & Experience/Technical Proposal** submittal shall include the following:
1. Responses to the attached Questionnaire
 2. Any documents referred to in your responses to the Questionnaire
 3. Any documents requested in the Questionnaire
 4. Conclusion, remarks and/or supplemental information pertinent to this request
- G. As a minimum, your Price Proposal shall include the following:
1. Breakdown of the man-hours requested in Section VI, "EXTRA WORK", with assigned hourly rates establishing the lump sum fee proposed. These hourly rates shall also be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, support, supervision, fringe benefits, overhead, travel expenses, profit, incidentals, etc. The actual breakdown for these hourly rates is not required.
 2. The proposal form contained herein (Attachment C)
 3. The proposal must be accompanied by a fully executed Affidavit (Attachment D) executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
 4. Conclusions, remarks and/or supplemental information pertinent to this request
- H. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide to the County the services set forth herein.
- I. Price proposals accompanying any combined Q & E and Technical Proposal that is determined to be non-responsive to the Coordinating Committee will be returned unopened to the Consultant.

- J. It is expected that the contract award shall be made within thirty (30) calendar days after receipt of the proposals. The contract will be awarded to the Consultant whose proposal, conforming to this request, will be the most advantageous to the County.
- K. Proposals must give the full name and address of the proposer, and the person signing the proposal should indicate his/her authority to bind the firm in a contract.
- L. Proposals cannot be amended or altered after they are opened.
- M. Contractors are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- N. 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.
- O. The successful Consultant will be required to execute the County's standard Contract Agreement (Attachment E).

X. METHOD OF AWARD AND TERMINATION:

- A. The contract will be awarded to a firm with personnel considered qualified and experienced and whose proposal, conforming to this request, will be the most advantageous to the County.
- B. Although not the sole determining factor, price will be the prime-determining factor in selecting among responsive proposals.
- C. 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 County 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 prior experience and training shall be submitted for review and approval by the County.
 - 3. For any approved change of personnel, the original contract cost shall remain fixed and will not be revised.

4. Repeated requests of this nature are cause for the County to terminate the contract.
- D. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time without explanation or recourse.

XI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

It is the Consultant'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 who 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, Suite 3200, Hagerstown, Maryland 21740, fax 240-313-2331; or send questions in Microsoft Word platform via e-mail 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. (EDT/EST), Thursday, April 23, 2020** 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.

XII. TERMS AND CONDITIONS:

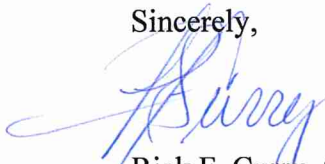
- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. Any agreement or contract resulting from the acceptance of 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.
- 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 Director of the Human Resources Department.
- 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 Director of the Human Resources Department.
- 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. The County reserves the right to request clarification of information submitted or to request additional information about any Proposer as it may reasonably require and may 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 Washington County.
- G. The County reserves the right to not hold discussion after award of the contract.

If your firm is interested in performing the above services, please send one (1) original, six (6) copies and seven (7) flash drives of your combined Qualifications & Experience/Technical Proposals, enclosed in a sealed opaque envelope marked **"Q&E/Technical Proposal – (PUR-1465) Insurance Brokerage and Risk Management Services"** and one (1) original, six (6) copies and seven (7) flash drives of your Price Proposal in a separately sealed opaque envelope marked **"Price Proposal – (PUR-1465) Insurance Brokerage and Risk Management Services"** no later than **4:00 P.M. (EDT/EST), Thursday, May 7, 2020** to the office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, telephone 240-313-2330.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. Inquiries regarding this request should be directed to **Rick F. Curry, CPPO, Director of Purchasing, 240-313-2330, Fax 240-313-2331.**

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC:llb

Attachments (6)

cc: Coordinating Committee Members

List of Appendices:

Attachment A:	Questionnaire
Attachment B:	Washington County Insurance Requirements for Independent Contractors
Attachment C:	Proposal Form
Attachment D:	Affidavit
Attachment E:	Contract Agreement (Sample)
Attachment F:	Schedule of Insurance – Washington County Insurance Program

QUESTIONNAIRE

Please answer the following questions as completely as possible. If an item is not applicable to your organization, indicate by "N/A".

Company Structure and Philosophy:

1. Please list your company's structure (e.g. corporation, partnership, professional association, sole proprietor, etc.) and the year your operations began.
2. Geographic nature of business (e.g., global, national, regional, local, etc.)
3. Name and title of contact person representing your firm with regard to this Request for Proposal.
4. Name and title of contact person representing your firm with regard to performance of this contract.
5. Please list the address, telephone and fax numbers, and contact person for the local office that will be the primary servicing agent for the County.
6. Name each principal or other key personnel who will be fully responsible for the County's account – for each provide:
 - a) Professional designations/achievements
 - b) Professional memberships
 - c) Attach resumes
 - d) Primary responsibilities (other accounts)
 - e) Other (continuing education, special skills)
7. Please provide the following for your entire firm and for the local servicing office:
 - a) Number of offices
 - b) Number of employees
 - c) Number of full-time employees currently providing commercial insurance services
 - d) Number of commercial insurance accounts currently serviced by servicing office
 - e) Number of current public sector clients
 - f) Number of loss prevention specialists
 - g) Number of insurance claims adjusters
 - h) Number of commercial insurance marketing account executives
 - i) Number of employees with at least 5 years public sector experience
 - j) Number of professional academic designations on staff:
 - k) CPCU; ARM; ARM-P; CSP; CIC; CRM; Other (describe)
 - l) Maryland Insurance Licenses (type, expiration)

8. Does your proposal include the services of any other firm or individual acting as a subcontractor, independent contractor or joint venture partner? If so, provide for each:
- a) Name
 - b) Address
 - c) Telephone/fax
 - d) Contact person
 - e) Nature of services to be performed
 - f) Licensed in Maryland?

NOTE: The County shall pay no separate outside fees for such subcontractors. It is the responsibility of the responder to include any such fees in their price quotation in Attachment C.

9. Provide an organizational chart for your entire firm.
10. Provide an organizational chart for your servicing office.
11. What are the education/experience criteria used to designate an individual as a professional in your firm?
12. Provide a copy of your ethics statement and describe the internal service standards you have established for servicing your clients.
13. Are there any judgments, claims or suits pending or outstanding by or against you? If the answer is yes, please submit details.
14. Enclose your firm's current annual report or certified financial statements for the last 3 years.
15. Please provide at least three (3) current client references and one (1) former client reference. At least one (1) of the current references must be for a governmental entity. Please provide individual contact person name, address and telephone number.

Insurance Services:

16. What factors distinguish your company from other similar ones in the marketplace?
17. Describe your past services, if any, provided by your firm to the County during the last five (5) years. Include your employees' names that provided these services.
18. Describe your insurance certificate program, including how certificates are requested, provided and tracked.
19. What is the single largest amount of insured values covered by a commercial property insurance policy brokered by your servicing office?

20. Indicate the major property insurance markets your firm is currently accessing for public entities and describe your firm's due diligence process relative to carrier reliability, including how your firm assesses market security.
21. List the property and casualty insurance carriers with which you have currently placed accounts for governmental entities and the approximate premium volume (local servicing office). (This list is not to be interpreted as market assignment or to be used to block markets from other proposers).
22. Describe your business management information systems you will use to provide and maintain the County's insurance coverage underwriting data. Provide examples of tables, charts, reports, graphical presentations or any other medium you use for conveying information to insurance carriers.

Claims Services:

23. Identify and explain your claims notification procedures and whether or not 24-hour service is available.
24. Describe the range of claims management services provided by the servicing office and your firm.
25. Describe your business management information systems you will use to provide and maintain the County's loss information. Provide examples of tables, charts, reports, graphical presentations or any other medium you use for conveying information.
26. Assure claims can be submitted through on-line process.

Risk Management Services:

27. Do you have a formalized risk identification method or best practice you use in evaluating the exposures of your clients? If yes, what is this program?
28. Describe as well as submit information concerning your firm's access to specialized technical expertise or assist in identifying the analyzing problems in various public sector areas. It is not essential that such expertise is available in the local office; but the firm must demonstrate its ability to provide such technical assistance.
29. Is your firm able to provide an annual stewardship report, to include a complete accounting of fees or commissions earned on the account, a cumulative quarterly and annual premium and loss record; observations on relevant changes in the insurance market or industry and recommendations for potential cost savings for the County – observations on loss exposures facing the County and recommendations for minimizing such losses; and insurance policy summaries. If available, please attach a copy of an annual report previously prepared by your firm for a governmental body.
30. Indicate any training, education or other technical or employee services available from your firm and the servicing office, as well as the frequency within which such services are available.

31. Describe any exposure identification and evaluation assistance that is contemplated in your brokerage service to the County.
32. Describe your firm's computer and communications operations and how that technology will be used in providing services to the County. Describe any equipment or training that would be required of the County to take advantage of that technology.

Public Sector Experience:

33. Describe how your firm has improved the property and casualty risk management programs of any governmental organizations in the past year to (a) reduce costs and (b) improve insurance coverage, and/or (c) prevent losses.
34. To what extent has your firm developed innovative products and services in response to public insurance needs?
35. Drawing on your experience ensuring the needs of governmental entity clients, identify and explain what you perceive to be the greatest exposures encountered by County governments and suggest methods for managing these risks.
36. Provide specific details on self-insurance programs designed and implemented by your firm for governmental clients over the past five (5) years.

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, Maryland.

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 Board of County Commissioners of Washington County, Maryland 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, Maryland.

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, Maryland, 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

PUR-1465
INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

PROPOSAL FORM

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 _____

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ANNUAL LUMP SUM FEES:

CONTRACT YEAR 1 –

_____ DOLLARS (\$ _____)
(Written) (Figures)

CONTRACT YEAR 2 –

_____ DOLLARS (\$ _____)
(Written) (Figures)

CONTRACT YEAR 3 –

_____ DOLLARS (\$ _____)
(Written) (Figures)

CONTRACT YEAR 4 –

_____ DOLLARS (\$ _____)
(Written) (Figures)

CONTRACT YEAR 5 –

_____ DOLLARS (\$) _____
(Written) (Figures)

TOTAL LUMP SUM FEE –

_____ DOLLARS (\$) _____
(Written) (Figures)

CONSULTANT MUST SIGN BELOW:

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

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm: _____

Name & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____ Federal Employer Identification No.: _____

Date: _____

EXCEPTIONS (If no exceptions are taken, state NONE):

**PUR-1465
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

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

Contractor _____

Address _____

Telephone _____

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, Maryland, 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, Maryland 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, Maryland 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

TITLE

PUR-1465
AGREEMENT

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

AND

This Agreement (hereinafter referred to as the "Agreement") is made this _____ day of _____, 2020, 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 (hereinafter referred to as the "County") and _____, a _____ corporation, Federal Employer Identification Number _____, Telephone Number _____ (hereinafter referred to as the "Contractor").

RECITALS

The County and the Contractor desire to enter into an agreement whereby the Contractor is to perform certain services for the County.

Both parties hereto wish to reduce their agreement and mutual obligations to writing.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the parties agree as follows:

1. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the **County's Request for Proposal No. PUR-1465 dated April 8, 2020 (hereinafter referred to as the "RFP") and the Contractor's Proposal dated _____, 2020 (hereinafter referred to as the "Contractor Proposal")** which are incorporated herein by reference and which contents are made a part hereof as if entirely stated herein, and are accepted as the definition of the services and obligations to be performed under the terms of this Agreement. The Contractor shall fully comply with and respond to all performance requirements, provisions, terms, restrictions, covenants and conditions contained in the RFP and any modifications made subsequent thereto, including any addenda forwarded to all bidders following the pre-proposal meeting. If there is conflict between the RFP and the Contractor's Proposal the terms of the RFP shall prevail.

2. The relationship of the Contractor and the County arising out of this Agreement shall be that of an independent contractor.

3. The Contractor shall be responsible for any loss, personal injury and/or damage that may be suffered as the result of the Contractor's negligence, or failure to perform the obligations of this Agreement; and the Contractor shall fully indemnify and hold the County harmless from any loss, cost, damages and other expenses suffered or incurred by the County by reason of the Contractor's negligence or failure to perform any of the said obligations contemplated herein. In addition, the Contractor shall, without additional expense to the County, be responsible for complying with any and all applicable laws, codes, rules and regulations in connection with the services contemplated in this Agreement.

4. The Contractor shall not assign or transfer any interest or claim under this Agreement without the prior written consent of the County, and no contract or agreement shall be made by the Contractor with any other party for furnishing any of the work or services hereunder without the express prior written approval and consent of the County. However, the Director of Purchasing may make changes within the general scope of this Agreement in the work and service to be performed and this Agreement shall be modified in writing to reflect any equitable adjustment in the Contractor's cost or time required for performance related to such changes.

5. The performance of work and/or services under this Agreement may be terminated by the County immediately upon written notice to the Contractor, in whole or in part, if the County determines, in its sole and absolute discretion that such action is in the County's best interest. The County shall be liable only for payment for work performed or furnished prior to the effective date of such termination. Any dispute concerning a question of fact arising under this Agreement, which is not disposed of by agreement, shall be decided by the County Director of Purchasing. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with performance of the Agreement.

6. The term of this Agreement is for a one (1) year period beginning **(tentatively) August 1, 2020 and ending July 31, 2021**, with the sole option by the County to renew said Agreement for four (4) consecutive one (1) year periods.

7. a. The Contractor shall be compensated for its services at the following annual lump sum fee basis, paid in arrears in twelve (12) equal monthly installments:

Contract Year 1	\$ _____	(\$ _____/mo.)
(if the County exercises its option(s) for Contract Years 2 through 5 as provided for herein)		
Contract Year 2	\$ _____	(\$ _____/mo.)
Contract Year 3	\$ _____	(\$ _____/mo.)
Contract Year 4	\$ _____	(\$ _____/mo.)
Contract Year 5	\$ _____	(\$ _____/mo.)

b. For any extra work, the Contractor shall be compensated at an hourly rate of _____. In the event that extra work becomes necessary, the County's Risk Management Administrator will furnish a detailed scope of work to the Contractor and will request that the Contractor establish a "not to exceed" cost for the required services.

c. Upon agreement of the "not to exceed" figure by both Contractor and the County, the Contractor will proceed with the necessary work and will invoice the County for the actual man-hours charged to that item. The Contractor's invoice will be based on the hourly rates set forth in Section 7.b. above. The total invoicing for the extra work will not exceed the previously agreed upon total cost without the written approval of the County's Risk Management Administrator.

8. The Contractor certifies that it has read and understood the provisions of the Washington County purchasing guidelines dealing with conflicts of interest, and that it further certifies, represents and warrants to the County that there is no current conflict of interest and that the Contractor shall refrain from any such conflict of interest for the duration of this Agreement.

9. The Contractor 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 go into arrears during the term of this Agreement.

c. That it shall comply with all Federal, State and Local laws, ordinances, and 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.

In addition to any other remedy available to the County, breach of any of subparagraphs a through d of this Section shall, at the election of the County, be grounds for termination as provided for 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.

10. The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person; that each party has had the opportunity for advice of counsel in the execution of this instrument. No representations of fact have been made by either party to the other except as herein expressly set forth; and this Agreement contains the entire understanding of the parties.

11. The parties hereto expressly covenant that they will execute such other and further documents and assurances as may be necessary to affect the promises and purposes of this Agreement.

12. If any provision of this Agreement shall be found to be invalid or void, it shall not affect or impair the remaining provisions which can be given effect without the invalid or void part.

13. This Agreement may be executed in one or more counterparts, each of which, when considered together, shall constitute the original Agreement.

14. This Agreement shall be binding upon, and inure to the benefit of, the parties, their respective heirs, personal and legal representatives, guardians, successors, and assigns, and all persons claiming by or through them.

15. This Agreement contains the entire agreement among the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no amendment or modification of this Agreement is valid unless the same is in writing and signed by each party to this Agreement.

16. The warranties, covenants, and agreements herein contained shall survive the execution and consummation of this Agreement and shall continue until the applicable statute of limitations shall have barred any claims thereon.

17. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver or future enforcement of that provision or any provision of this Agreement.

18. This Agreement was made and entered into in the State of Maryland and shall be governed, construed and interpreted in accordance with the laws of the State of Maryland.

19. This Agreement shall become effective only upon execution of it by all of the parties.

20. This Agreement may be transmitted electronically or digitally. Execution of this Agreement by affixing or reproducing any signature hereon by an electronic or digital method shall be considered as if the parties hereto manually executed same with a pen upon paper.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered the day and year first above written.

CONTRACTOR

ATTEST:

BY: _____ (SEAL)

Title & Name

Printed: _____

COUNTY

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

Krista L. Hart, County Clerk

Jeffrey A. Cline, President (SEAL)

Recommended for approval:

Rachael M. Brown, Director
Human Resources

Approved for Legal Sufficiency

Kirk C. Downy
County Attorney

Washington County							100 W. Washington Street, Suite 251, Hagerstown, MD 21740	
Company:	Policy Description:	Expiration:	Term:	Premium:	Coverage:	Limits:	Remarks:	
Lloyd's	States Attorney ELPLI	05/01/20	Annual	\$37,225	Employed Lawyers Professional	\$2,000,000 Professional Lia. \$2,000,000 Personal Inj. Lia. \$10,000 Discip Proceedings \$100,000 Punitive Damage	Various Deductibles	
LGIT	Property	07/01/202	Annual	\$195,878	Blanket Building and Personal Property	\$259,775,603 Real and BPP Blanket Limit \$1,255,710 Valuable Papers Various Sublimits	\$5,000 Deductible except: \$25,000 Flood	
LGIT (thru Chubb)	Boiler & Machinery	07/01/120	Annual	\$8,937	Equipment Breakdown	\$259,775,603 Combined Property, Business Income, Extra Expense Various Sublimits	\$1,000 Deductible	
LGIT	Inland Marine	07/01/20	Annual	\$9,443	Inland Marine	\$13,957,347 Schedule B Mobile Equipment Various Sublimits	Various Deductibles	
Travelers	Commercial Package	07/01/20	Annual	\$985,404	Public Entity General Liability	\$2,000,000 General Agg \$2,000,000 Prod/Comp Ops \$2,000,000 Personal Injury \$2,000,000 Advertising Injury \$2,000,000 Each Event \$1,000,000 Failure to Supply \$1,000,000 Premises Damage \$1,000,000 Sewer Back-Up		
Travelers	Maryland Statutory Cap could apply per person/total. Refer to policy for specific details/limits.	07/01/20	Annual	Included	Sexual Abuse	\$1,000,000 Each Person/Total	\$1,000 Deductible	
					Liquor Liability	\$2,000,000 Each Person/Agg		
					Employee Benefits Lia.	\$1,000,000 Wrongful Act/ \$3,000,000 Total Limit	\$1,000 Deductible	
					Employt Practices Lia.	\$2,000,000 Wrongful Act/Total	\$25,000 Deductible	
					Law Enforcement Lia.	\$2,000,000 Wrongful Act/Agg	\$10,000 Deductible	
Travelers	Commercial Package (Continued)	07/01/20	Annual	Included	Management Liability	\$2,000,000 Wrongful Act/Total	\$10,000 Deductible	
					Automobile Lia. / Physical Damage	\$2,000,000 Each Acc \$500,000 Uninsured Motorist	\$1,000 Comprehensive Deductible \$1,000 Collision Deductible	

Washington County

100 W. Washington Street, Suite 251, Hagerstown, MD 21740

Company:	Policy Description:	Expiration:	Term:	Premium:	Coverage:	Limits:	Remarks:
	person/total. Refer to policy for specific details/limits.						(Select Vehicles)
				Included	Garage keepers	\$1,000,000 Schedule Location	Various Deductibles
				Included	Government Crime	\$1,000,000 EE Theft \$1,000,000 Forgery or Alteration \$1,000,000 Robbery / Safe Burg (Inside / Outside) \$1,000,000 Computer Fraud \$120,000 Faithful Performance of Duty \$100,000 Credit, Debit or Charge Card Forgery	\$50,000 Deductible
				Included	Umbrella	\$5,000,000 General Total \$5,000,000 Products/Comp Ops \$5,000,000 Personal Injury \$5,000,000 Advertising Injury \$5,000,000 Law Enforcement \$5,000,000 Each Event	Excess of Underlying
				Included	Cyber Liability	\$2,000,000 E&O \$2,000,000 Wrongful Act/Agg	Note: \$10,000 Deductible applies to each event or offense not covered by your Basic Insurance
Global Aerospace	Airport Liability	07/01/20	Annual	\$13,995	General Liability	\$30,000,000 Prod/ Comp Ops \$25,000,000 Pers & Adv Inj \$30,000,000 Premises BI/PD \$50,000 Fire Damage \$10,000 Med Expense	War and TRIA Liability Included \$5,000 Deductible
Safety National Casualty Corp	Excess Workers Comp	09/01/20	Annual	\$106,329	Hangar Keepers Excess Workers Comp	\$30,000,000 Each Aircraft \$30,000,000 Loss Limit \$1,000,000 Each Accident \$1,000,000 Each Employee For Disease	\$2,500 Each Aircraft \$600,000 Self-Insured Retention Per Occurrence
Hunting T. Block	Property "Heritage Museum"	09/14/20	Annual	\$1,560	Commercial Property	\$1,500,000 Unscheduled Items	\$1,000 Deductible
	Commercial Pkg			\$886	Commercial GL	\$2,000,000 General Agg \$2,000,000 Prod/Comp Ops \$1,000,000 Pers & Adv Inj \$1,000,000 Each Occurrence \$300,000 Damage to Prem	

Washington County

100 W. Washington Street, Suite 251, Hagerstown, MD 21740

Company:	Policy Description:	Expiration:	Term:	Premium:	Coverage:	Limits:	Remarks:
						\$10,000 Med Expense	
						\$5,000 Each Claim Limit	
					Employment Practices Liability	\$1,000,000	
					Hired/Non-Owned Liability		
National Union Fire	Accident & Health (Volunteers Community Service Program)	10/15/20	Annual	\$500	Accident & Health	\$250,000 Policy Aggregate \$5,000 Medical Aggregate \$5,000 A D & D Aggregate	\$25 Deductible
National Union Fire	Accidental Death & Dismemberment Policy (Education & Recreation Programs & Classes)	10/19/20	Annual	\$1,942	Accidental Death & Dismemberment	\$500,000 Acc Medical Exp \$10,000 Dismemberment \$5,000 Death	\$100 Deductible
VFIS	Fire & Rescue – blanket policy for 33 volunteer companies	1/1/21	Annual	\$337,317	Package policy: Property, general liability, D&O, auto, inland marine, umbrella	\$2,000,000 Gen Agg \$2,000,000 Umbrella Aggregate	Deductible range \$500-\$1,000
Chesapeake Employers Insurance Co.	Fire & Rescue Volunteers – workers compensation	1/1/21	Annual	\$513,123	Statutory workers compensation coverage	Statutory	
Hiscox.	Fire & Rescue Volunteers cyber policy	1/1/21	Annual	\$3,707	Cyber Liability	\$250,000	
Provident	Fire & Rescue Volunteers Accidental Death & Dismemberment	2/8/21	Annual	\$34,417	Accidental Death & Dismemberment	Death Benefits: \$40,000 Covered Injured \$40,000 Covered Illness \$30,000 Dependent Child \$4,000 Funeral Expense	
SURETY Fidelity & Deposit	Public Official – County Administrator - ?	5/1/20	Annual	\$300	Faithful Performance of Duty	\$100,000 Bond Penalty	

Washington County		100 W. Washington Street, Suite 251, Hagerstown, MD 21740					
Company:	Policy Description:	Expiration:	Term:	Premium:	Coverage:	Limits:	Remarks:
Liberty Mutual	Public Official – Sheriff – Douglas W. Mullendore	12/1/22	Multi-Year	\$200	Faithful Performance of Duty	\$25,000 Bond Penalty	
Pa National Casualty Ins Co	Public Official – States Attorney – Charles P. Strong	5/1/20	Multi-Year	\$200	Faithful Performance of Duty	\$5,000 Bond Penalty	
Keller Stonebraker	Public Official – Treasurer – Todd L. Hershey	1/1/23	Multi-Year	\$1,342	Faithful Performance of Duty	\$100,000 Bond Penalty	