



## COORDINATING COMMITTEE

**PUR-1488**  
**REQUEST FOR PROPOSALS REGARDING**  
**QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSALS**  
**AND PRICE PROPOSALS FOR SHARPSBURG AND HIGHFIELD WATER**  
**STORAGE TANKS MAINTENANCE PROGRAMS**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications & Experience/Technical Submittals, and Price Proposals from qualified service providers for the **Sharpsburg and Highfield Water Storage Tanks Maintenance Programs** in Washington County, MD. The maintenance programs shall provide for the contract maintenance, inspection, rehabilitation, and repair of the County's Sharpsburg 200,000 gallon elevated water storage tank and Highfield 400,000 gallon ground storage tank.

The Washington County Coordinating Committee will evaluate responses to this request and select those service providers judged to be responsive, most qualified and experienced. The Committee reserves the right to interview some or all prospective organizations to discuss Qualifications & Experience and Price Proposals.

The format for submittals, information regarding the scope of work, and the criteria to be used by the Committee are available from the Washington County website: <https://www.washco-md.net> by accessing the **"Services / Bids-Purchasing /Open Bid Invitations."** Inquiries regarding this request should be directed to Rick F. Curry, CPPO - Purchasing Director, 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 cancelled all face-to-face meetings. **A Pre-Proposal Teleconference will be held on Wednesday, January 20, 2021 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 required but is strongly encouraged. It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal.

Interested firms shall submit one (1) original, five (5) copies and six (6) flash drives of their Qualifications and Experience/Technical Proposal, including Standard Form 330 enclosed in a sealed opaque envelope marked **"Q&E / Technical Proposal - Sharpsburg and Highfield Water Storage Tanks Maintenance Programs,"** 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 – Sharpsburg and Highfield Water Storage Tanks Maintenance Programs"**, 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, no later

than 4:00 P.M. (EDT/EST), Wednesday, February 10, 2021. 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:** 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 receive instructions for submitting their packets.

Inquiries regarding this request should be directed to **Brandi Naugle, CPPB – Buyer** 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 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 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Teleconference.

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 take whatever action is in the best interest of Washington County.

By Authority of:



Rick F. Curry, CPPO

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND



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**PUR-1488  
REQUEST FOR PROPOSALS REGARDING  
QUALIFICATIONS & EXPERIENCE/TECHNICAL SUBMITTALS  
AND PRICE PROPOSALS FOR SHARPSBURG AND HIGHFIELD WATER  
STORAGE TANKS MAINTENANCE PROGRAMS**

**January 13, 2021**

### **I. INTRODUCTION**

- A. The Washington County Department of Water Quality is required by the Maryland Department of the Environment (MDE) and the U.S. Environmental Protection Agency (EPA) to provide safe drinking water to the public. This includes providing maintenance, and inspection services for the existing Sharpsburg 200,000 gallon Torus elevated tank and the Highfield 400,000 gallon ground storage tank in order to comply with Federal, State, and Local Regulations.
- B. The Washington County Department of Water Quality is soliciting proposals from qualified firms for the contract maintenance, inspection, rehabilitation, and repair of the County's Sharpsburg 200,000 gallon elevated water storage tank and the Highfield 400,000 gallon ground storage tank. It is the intent of this request to determine the most qualified firm to which the Washington County Department of Water Quality could contract these services.
- C. Each proposal shall address all of the information outlined herein. Additionally, each prospective professional firm may include such other information as he/she deems pertinent to the proper evaluation of their proposal. Typewritten proposals only shall be submitted, bound to create a single document containing all required material.
- D. It is the responsibility of each prospective professional firm interested in this proposal to inspect the tanks prior to the submission of their proposal. All bidders are responsible for obtaining any information pertinent to the proper evaluation of the vessels.
- E. Inspection of the tanks may be made by contacting the Superintendent of Maintenance at 240-313-2600, Monday – Friday, between the hours of 6:00 A.M. and 2:30 P.M.
- F. Each professional firm is responsible for testing the current materials in place on the tanks for hazardous content. All work must comply with OSHA Confined Space Entry, Maryland Department of the Environment, A.W.W.A., and N.S.F. Regulations. All bidders shall be a certified lead abatement contractor and shall possess a current certificate

from the State of Maryland. Proposals will be considered, and should be written to provide the contracted maintenance, inspection, rehabilitation, and repair of the 200,000 gallon elevated Sharpsburg tank and the Highfield 400,000 gallon ground storage tank.

## II. SCOPE OF WORK

### A. YEAR 1 (2021)

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

### B. YEAR 2 (2022)

1. Washout inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

### C. YEAR 3 (2023)

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

### D. YEAR 4 (2024)

1. Washout inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

### E. YEAR 5 (2025)

1. Engineering inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

F. **YEAR (2026)**

1. Washout inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

**NOTE: The above alternating schedule shall continue in perpetuity, as long as the contract continues to be renewed by the County. Washout inspection shall be provided every two (2) years as shown above.**

The tank maintenance and inspection outlined above shall be strictly adhered to. There will be no deviation from these specifications allowed by the professional firm. This includes surface preparation, coating selection, coating application, tank repairs and engineering inspections, and preventive maintenance.

G. **WASHOUT INSPECTION:**

1. The washout inspection shall be conducted by the company's service crew and requires that the tank be fully drained. The company shall remove any sediment/sludge that has collected in the storage tanks and pressure-washes accessible areas. Once the tanks have been cleaned, any needed repairs/touch-ups shall be made. Photographs documenting the condition of the interior shall then be taken and given to the Superintendent of Maintenance and shall become the property of the County. The final stage of the process is to replace the man-way gasket and to disinfect the interior per A.W.W.A. Spray Method No 2. The tanks shall then be put back into service.
2. A report of the findings and photographs for each tank shall be given to Washington County Department of Water Quality. The reports shall be used as documentation for the condition of the tank and proof of compliance for the various State agencies.
3. During the washout/inspection, any needed repairs or touch-ups due to vandalism or normal deterioration shall be completed. If the repairs can't be made at this time, the corrections shall be scheduled and completed within fifteen (15) calendar days of the County's notification to the Contractor. Liquidated damages in the amount of Two Hundred Fifty (\$250.00) Dollars per calendar day shall be assessed after the fifteen (15) day period until the work is completed.

**III. MAINTENANCE AGREEMENT – GENERAL INFORMATION**

A. **Agreement Time**

The maintenance program is a one (1) year agreement, which can be extended indefinitely. The contract will be automatically renewed unless the County notifies the Contractor of intent to cancel the agreement. The Contractor cannot cancel the agreement unless the County fails to remit the annual fee.

**B. Annual Fee Adjustments**

The annual fees shown on the Form of Proposal (Attachment No. A) shall remain constant for Years 2021 through 2026. At the end of Year 2026 the base fee may be adjusted as a result of inflation at a rate of five (5%) percent for the third three (3) year increment (Years 2027, 2028, and 2029). After adjustments are made at the end of a three (3) year increment, the adjusted annual fee shall remain constant for the next three (3) year period.

**C. Repairs**

Items of repair that are identified during routine maintenance inspections shall be scheduled based upon the County's priorities. Should the County experience a needed repair in the interim, the County will contact the Contractor to schedule the repairs. Routine maintenance repairs shall be scheduled within thirty (30) calendar days. Crucial or emergency repairs shall be performed within twenty-four (24) hours of notification. Offensive graffiti is treated as an emergency repair and shall be attended to within twenty-four (24) hours of notification.

D. Each proposal for tank maintenance shall include a detailed contract document to be included within the proposal offer. This specific timeframe for the contract document shall be limited to a one (1) year time period and shall be renewed annually unless cancelled by **County Officials**. Within the contract document shall be a specified clause detailing procedures that **County Officials** may take for cancellation or renewal of this document. **The professional firm may not cancel this contract document so long as annual financial commitments are met by the owner.** The term of the contract shall be annually renewable and include all future normal repair, emergency repair, inspections and engineering services necessary to maintain the tanks.

**IV. ITEMS TO BE FURNISHED BY THE COUNTY**

In addition to any items mentioned in Section II above, the County Department of Water Quality shall provide the following to the successful Contractor:

- A. Access to the sites
- B. Existing as-built drawings
- C. Studies, operational reports and data of the County systems to be investigated.

**NOTE: THE WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY HAS A LIMITED STAFF THAT WILL REASONABLY COOPERATE WITH THE CONTRACTOR. THE CONTRACTOR IS NOT TO SUBMIT A PROPOSAL WITH THE ASSUMPTION THAT THE COUNTY'S STAFF WILL BE RELIED UPON AS PART OF THE INVESTIGATIVE OR DESIGN TEAM.**

**V. USE OF EXISTING DOCUMENTS**

The County will cooperate to the fullest extent in making available to the Contractor all existing documents pertinent to the tanks that may be in the County's possession. Washington County

makes no warranty as to the accuracy of existing documents nor will the County accept any responsibility for errors and omissions that may arise as a result of the Contractor having relied upon them without adequate verification.

## **VI. SCHEDULE FOR COMPLETION**

The firm shall complete all proposal submittals and provide the services under this agreement within the following time periods required for each item. The proposed schedule is as follows: Q&E/Technical and Price Proposals due **Wednesday, February 10, 2021** Notice to Proceed – contract term will tentatively begin March 10, 2021.

## **VII. COMPENSATION TO THE CONTRACTOR**

Maintenance fees shall be paid upon satisfactory completion, as determined by the County, of the initial exterior and interior maintenance. Each subsequent annual fee shall be paid on the anniversary date of the agreement.

## **VIII. EXTRA WORK**

The Contractor'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 Contractor'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 this information may render the proposal non-responsive.

## **IX. PRE-PROPOSAL TELECONFERENCE**

Due to the Coronavirus (COVID-19) pandemic Washington County Purchasing has cancelled all face-to-face meetings. A Pre-Proposal Teleconference will be held **on Wednesday, January 20, 2021 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 required but is strongly encouraged. It is the Applicant's responsibility to become familiar with all information necessary to prepare a proposal.

## **X. 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 one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set below for the opening of the proposals. Any proposals 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 in the above scope of required services.

- D. Any agreement or contract resulting from the acceptance of a 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.
- E. No reports, information or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Washington County Director of the Division of Environmental Management.
- F. Firms should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- G. The County reserves the right to not hold discussions after award of the contract.
- H. By submitting a proposal, the firm agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, and that he fully understands his obligations.
- I. Payment of County and Municipal Taxes: 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."
- J. The firm and Contractor shall abide by and comply with the true intent of this RFP, the Scope of Work, standard trade practice and shall 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.
- K. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.
- L. Political Contribution Disclosure: In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, 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.

- M. **Non-Availability of Funding** - If the funding source fails to provide or if funds are not otherwise made available for the performance of this Contract, this Contract shall be canceled/terminated automatically as of the beginning of the period for which funds are not so provided. The effect of cancellation/termination of the Contract hereunder will be to discharge both the Contractor and Board of County Commissioners from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The Board of County Commissioners shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
- N. **Termination for Cause** - If the Contractor fails to perform any of its obligation under this Contract, including timely performance, or otherwise breaches any provision of this Contract, the Board of County Commissioners (BCC) may terminate the Contract upon thirty (30) calendar days prior written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. BCC shall pay the Contractor in accordance with the terms of the Contract for work performed satisfactorily prior to termination (i.e. through the 30-day notice period).
- O. **Intergovernmental Purchasing**: The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e, Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdiction's respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
- P. **Registration with Maryland Department of Assessments and Taxation**: Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract

period. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, and the email address is [charterhelp@helpdat.state.md.us](mailto:charterhelp@helpdat.state.md.us) the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.

## **XI. INSURANCE REQUIREMENTS**

- A. The successful firm must show, prior to the execution of any contract resulting from this request, evidence of insurance as outlined in the attached copy of *Washington County Insurance Requirements for Independent Contractors* (Attachment No. B).
- B. The successful firm shall name the Board of County Commissioners of Washington County, Maryland as an additional insured on a their insurance policy. The successful firm shall provide \$1,000,000.00 of general liability, \$10,000,000.00 of umbrella liability, and \$5,000,000.00 of pollution liability.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

## **XII. CONSTRUCTION INSPECTION/SUBMITTAL REVIEW**

The County shall be responsible for submittal review and approval of all materials to be incorporated into the work as a result of the design(s). Construction Inspection will remain the County's responsibility.

## **XIII. PROPOSALS AND AWARD**

- A. Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall not be considered in the evaluation process and shall be returned unopened provided a return address is given on the outside of the package.
- B. It is expected that the contract award will be made within sixty (60) calendar days after the receipt of proposals. The contract will be awarded to the firm whose proposal, conforming to this request, will be the most advantageous to the County.
- C. 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.
- D. Proposals cannot be altered or amended after they are opened.
- E. Price proposals that accompany Q&E/Technical submittals that are determined to be unacceptable to the Coordinating Committee shall be returned unopened to the proposer.
- F. The approval or disapproval of proposers will be determined by their response to this request and based on past performance. No assumptions should be made on the part of the proposer as to this Committee's prior knowledge of his abilities.

- G. Although not the sole determining factor, prices will be the determining prime factor in selecting the qualified firm receiving the contract.

#### XIV. PROPOSAL SUBMITTALS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) – Professional/Technical Services Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf> No proposal preparation expense will be paid by the County in 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 Committee shall be comprised of the Director of the Division of Environmental Management (Committee Chairman Designee), Department of Engineering Services – Deputy Director, Department of Water Quality’s Deputy Director of Maintenance/Collections, Department of Water Quality’s Deputy Director of Operations and the County Buyer. The approval or disapproval of proposals will be determined by the response to this request and on documented past performance with Washington County. No assumptions should be made on the part of the proposer as to this Committee’s prior knowledge of its abilities.
- C. As a result of time constraints imposed on the project, the County will require interested firms to provide Qualifications and Experience (Q&E)/Technical Proposals, concurrently with Price Proposals, each to be presented in separately sealed opaque envelopes. **(DO NOT INCLUDE ANY PRICE FIGURES IN THE Q&E PROPOSALS.) Two separate proposals shall be submitted. One shall be the Qualifications and Experience (Q & E) of the consultant or consultant team. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered responsible, qualified and responsive to this request after detailed review of the Q & E by the Coordinating Committee.**
1. As a minimum, your *Q&E/Technical Proposal* shall include the following:
    - a. Standard Form 330. Include the names and resumes of the specific staff who will be assigned to the project on a day-to-day basis. (i.e. the Composition of key engineering staff assigned to the project, their qualifications and experience.). Clearly identify their project responsibilities.
    - b. Submit evidence of the past performance of the firm, including timely completion of projects, compliance with scope of work, performance within budgetary limitations, and user satisfaction;
    - c. Summary of selected relevant projects accomplished in the past five (5) years, including clients;

- d. Information that clearly demonstrates the ability of the Contractor to meet the schedule described in **Section VI** above. Address the ability of the assigned personnel to accomplish the proposed scope of work in the required time;
  - e. An organizational chart containing all assigned staff.
  - f. A detailed project schedule showing estimated man-hours by employee classification clearly demonstrating your ability to meet the schedule contained herein. Within this schedule, the Contractor shall clearly identify those milestones and tasks they deem critical.
  - g. A narrative describing the Contractor's overall approach to the project. This narrative should clearly identify special or unique features of the project and their anticipated approach. The narrative must also be consistent with and clearly support the project schedule required under Item XIV.B.1.f above.
  - h. Conclusions, remarks and/or supplemental information pertinent to this request.
2. As a minimum, your *Price Proposal* shall include the following:
- a. The Form of Proposal contained herein (Attachment No. A).
  - b. Fully executed affidavits: Government -Wide Debarment and Suspension Affidavit (Attachment No. C) Anti-Bribery Affidavit (Attachment No. E) and Non-Collusion Certificate (Attachment No. D) executed by the firm, and in case the firm is a corporation, by a duly authorized representative of the corporation, on the forms provided.

## **XV. PROPOSAL SELECTION PROCESS**

The Washington County Coordinating Committee will evaluate responses to this request and select those firms judged to be most qualified.

It is the County's intent to open and review each firm's Q&E/Technical Proposal to determine qualifications. If the Coordinating Committee determines that a firm's Q & E/Technical Proposal is responsive, the envelope containing the firm's Price Proposal will then be opened.

Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations, of those firms it deems most qualified, to take place within ten (10) calendar days following notification.

Selection criteria to be used by the Committee are:

- A. Responsiveness to the scope of work and instructions to firms;

- B. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction;
- C. Specialized experience and technical competence in performing relevant projects in the past five (5) years, including qualifications of staff members who will be involved in this project;
- D. Oral presentations, if required;
- E. Composition of the principles and staff assigned to the project, particularly the proposed project manager and immediate staff, and their qualifications and experience with projects such as that being proposed;
- F. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
- G. Firm's capacity to perform the work giving consideration to current workloads;
- H. Firm's familiarity with problems applicable to this type of project;
- I. References from previous clients, including size and scope of project, name and telephone number of contact person; and
- J. Price proposal.

## **XVI. INTERPRETATIONS, DISCREPANCIES, 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 is in doubt as to their meaning, should at once request in writing an interpretation from **Brandi Naugle, CPPB, Buyer**, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740-4748, fax 240-313-2331; or send questions in Microsoft Word platform via-email to [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)

All necessary interpretations shall be issued to all proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. No requests received after **4:00 P.M. (EDT/EST), Wednesday, January 27, 2021**, will 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 Buyer to all interested parties and such addenda shall become part of the contract documents.

If your firm is interested in performing the above services, please submit one (1) original, five (5) copies and six (6) flash drives of their Qualifications and Experience/Technical Proposal, including Standard Form 330 enclosed in a sealed opaque envelope marked "**Q&E / Technical Proposal - Sharpsburg and Highfield Water Storage Tanks Maintenance Programs**," 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 – Sharpsburg and Highfield Water Storage Tanks Maintenance Programs”**, into the Office of Rick F. Curry, CPPB, - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M., (EDT/EST), Wednesday, February 10, 2021**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee’s review may result in disqualification of that firm.

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 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. If you have any questions concerning this request, inquiries should be directed to Brandi Naugle, CPPB, Buyer, 240-313-2330.

Sincerely,



Rick F. Curry, CPPO  
Director of Purchasing

WASHINGTON COUNTY  
COORDINATING COMMITTEE

Attachments (6)

cc: Coordinating Committee Members

## **Summary of Attachments**

- A. Facility Design Services Requirements Contract – Price Proposal Form
- B. Insurance Requirements for Independent Contractors
- C. Government -Wide Debarment and Suspension Affidavit
- D. Non-Collusion Certificate
- E. Anti-Bribery Affidavit
- F. Agreement by and Between Board of County Commissioners of Washington County, Maryland and the Consultant (Sample)

PUR-1488  
**FORM OF PROPOSAL**

**SHARPSBURG AND HIGHFIELD WATER STORAGE TANKS  
MAINTENANCE PROGRAMS**

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.)

**SHARPSBURG TANK:**

**Annual Fee:**

**Year 1 (2021):**

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

**Year 2 (2022):**

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

**Year 3 (2023):**

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

**Year 4 (2024):**

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

**Year 5 (2025):**

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year 6 (2026):

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

**HIGHFIELD TANK:**

**Annual Fee:**

Year 1 (2021):

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year 2 (2022):

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year 3 (2023):

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year 4 (2024):

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year 5 (2025):

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

Year 6 (2026):

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

**TOTAL LUMP SUM (Total of all figures above):**

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
(Written) (Figures)

PROPOSER MUST SIGN HERE:

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)

**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

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

### **Background and Applicability:**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name: \_\_\_\_\_

Signature of Contractor's Authorized Official: \_\_\_\_\_

Printed Name of Contractor's Authorized Official: \_\_\_\_\_

Printed Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

# NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the \_\_\_\_\_  
(Title)

and the duly authorized representative of the firm of \_\_\_\_\_

whose address is \_\_\_\_\_ AND

THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Board of County Commissioners of Washington County, Maryland, administrative or supervisory personnel or other employees of the Board of County Commissioners of Washington County, Maryland have any interest in the bidding company except as follows: (complete if applicable)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

WASHINGTON COUNTY, MARYLAND  
PURCHASING DEPARTMENT  
AFFIDAVIT

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

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Proposal Number (PUR-1488)

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-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

\_\_\_\_\_  
TITLE

**PUR-1488**  
**SAMPLE AGREEMENT BETWEEN**  
**BOARD OF COUNTY COMMISSIONERS OF**  
**WASHINGTON COUNTY, MARYLAND**

**AND**

**I. PARTIES**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland, (the "County") and the firm of \_\_\_\_\_, a \_\_\_\_\_ corporation (the "Contractor").

The Contractor agrees and acknowledges this Agreement relating to the County's Request for Proposal (PUR-1488) dated January 13, 2021 and will perform all services requested.

**II. WORK EFFORT**

A. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal dated January 13, 2021 and all addenda (collectively the "RFP") and the Contractor's "Proposal" dated \_\_\_\_\_ (the "Proposal"), the contents of said "RFP" and "Proposal" are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.

B. The Contractor agrees to comply with all applicable Federal, State and local laws in the conduct of the work hereunder.

**III. SCHEDULE**

The Contractor may commence work within fourteen (14) days upon receipt of written Notice to Proceed from the County, such notice being contingent upon the execution of this Agreement by the County and the Contractor. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Contractor and the County and as set forth in the accepted Project schedule as contained in the "RFP."

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

#### IV. TERMINATION

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

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

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

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall stop work under this Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date of receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting there from and such other matters as the County may require. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor. The County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined.

#### V. DISPUTES

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

**VI. AUDITS**

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

**VII. DEFECTIVE WORK**

The performance of services or County acceptance shall not relieve the Contractor from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the Contractor on demand, within a reasonable time, and at no cost to the County. "Defective work" may be requested to be repaired up to a period up to twelve (12) months after the substantial completion of the project by the Contractor.

**VIII. CHANGES**

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

**IX. WAIVERS**

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

**X. COUNTY FURNISHED DATA**

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

**DATA RELEASE**

The type and quantity of data and work to be provided by the Contractor as the product of this effort is defined in the incorporated "Proposal" and/or SCOPE OF WORK, and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Contractor shall not release the results of this work or any drawings or other material pertaining to it without the express written consent of the County except to comply with appropriate State and Federal requirements. In such instances, the Contractor shall confer with the County before doing so. Materials approved for release by the Contractor cannot be distributed for profit.

The Contractor may publish information pertaining only to its services rendered under this Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

**XI. PAYMENT**

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

**XII. METHOD OF PAYMENT**

The Contractor will, at a designated time each month, submit on its standard form an invoice for his services rendered. The invoices shall indicate the total amount due for each discipline, showing hours multiplied by hourly rates. In addition, the Contractor shall submit a monthly report that shall indicate progress during the billing period of each of the principal tasks, and the status of the various work products that the Contractor is required to furnish as part of the Agreement.

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

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

### **XIII. PERSONNEL**

The Contractor represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

### **XIV. EQUAL EMPLOYMENT**

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

The Contractor shall not:

- (1) fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or
- (2) limit, segregate or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of the individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment. In addition, the Contractor further certifies that it now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

### **XV. CONFLICT OF INTEREST**

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

- B. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

## **XVI. EXECUTION OF AGREEMENT**

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

## **XVII. COUNTY SAVED HARMLESS/INSURANCE REQUIRED**

- A. **Professional Liability**  
The Contractor shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Contractor, its servants or agents, under this Agreement.

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

- B. **General Liability**  
The Contractor shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Contractor, its servants, or agents (other than that arising out of Contractor's professional services). Monies to become due the Contractor under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Contractor furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.
- C. The Contractor will not hold the County liable for any injuries to employees, servants, agents, subcontractors or assignees of the Contractor arising out of or during the course of services relating to this Agreement.
- D. The Contractor will provide to the County evidence of insurance coverage satisfactory to the County.

**XVIII. COVENANT AGAINST CONTINGENT FEES**

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

**XIX. SUBCONTRACTING OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided that any such successor to the Contractor, whether such successor be an individual, partnership, corporation, or other legal entity is acceptable to the County, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the Department.

**XX. DELAYS AND EXTENSIONS OF TIME**

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

**XXI. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

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

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

**XXII. AVAILABILITY OF DATA**

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

**XXIII. OWNERSHIP OF DOCUMENTS**

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

**XXIV. DISSEMINATION OF INFORMATION**

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

**XXV. SANCTIONS UPON IMPROPER ACTS**

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

**XXVI. RESPONSIBILITY OF CONTRACTOR**

A. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.

B. If the Contractor fails to perform the services, or any part of the services, in conformance with the standards set forth in subparagraph A above, and such failure is made known to the Contractor within two (2) years after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.

**XXVII. CHOICE OF LAW**

A. This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Agreement is intended to be a contract under seal and a specialty.

B. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions

concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.

**XXVIII. COMPLIANCE WITH LAWS**

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 legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page attached to this Agreement and made a part hereof are true and correct.

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

**XXIX. NOTICE OF POLITICAL CONTRIBUTIONS**

The Contractor agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Article 33, Subtitle 14, as amended from time to time, to which the Contractor may be subject.

IN WITNESS WHEREOF, the parties have caused this **Agreement PUR-1488** to be executed on \_\_\_\_\_, 2021, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
Krista Hart, Clerk

BY: \_\_\_\_\_  
Jeffrey A. Cline, President

Recommended for approval:

\_\_\_\_\_  
Mark Bradshaw, Interim Division Director

APPROVED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
Kirk C. Downey, County Attorney