



COORDINATING COMMITTEE

PUR-1608 REQUEST FOR PROPOSALS

REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR

EMPLOYEE BENEFIT PROGRAMS CONSULTING SERVICES WASHINGTON COUNTY, MARYLAND

The Board of County Commissioners (BCC) of Washington County, Maryland is requesting Qualifications & Experience/Technical Proposals and Price Proposals from qualified firms to provide **Employee Benefit Programs Consulting 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 immediately from the Washington County website by accessing: <https://www.washco-md.net/purchasing-department/purch-open-invites/> for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, telephone 240-313-2330.

A Pre-Proposal Conference/Teleconference will be held on **Monday, March 6, 2023, at 11:30 A.M., (EDT/EST)** at the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Room No. 3000, Hagerstown, Maryland 21740. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate via teleconference, please call 240-313-2330 prior to the teleconference for further instructions.

All interested firms shall send one (1) original, six (6) copies and six (6) flash drives of the Qualifications and Experience Submittal enclosed in a sealed opaque envelope marked "**Q & E – (PUR-1608) EMPLOYEE BENEFIT PROGRAMS CONSULTING SERVICES**" and one (1) original, six (6) copies and six (6) of their Price Proposal in a separately sealed opaque envelope marked "**PRICE PROPOSAL – (PUR-1608) EMPLOYEE BENEFIT PROGRAMS CONSULTING SERVICES**", to the Office of Rick F. Curry, CPPO, Purchasing Director, 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 (EST/EDT), Wednesday, March 29, 2023**. The firm's name and address shall be written on the outer packaging. 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. The County intends to open and review each firm's Q & E to evaluate their qualifications and experience first. If the Q & E is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q & Es considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm's return address located on the outer packaging. ***Facsimile Bids or any electronic bid submission will not be accepted.***

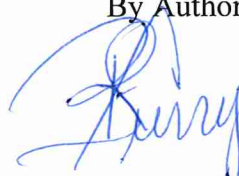
NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference/Teleconference and/or the Bid Opening. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition, and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

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

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate based on race, color, national origin, sex, religion, age or disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-3132330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference/Teleconference.

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

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

PUR-1608 REQUEST FOR PROPOSALS

REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR EMPLOYEE BENEFIT PROGRAMS CONSULTING SERVICES WASHINGTON COUNTY, MARYLAND

February 28, 2023

Qualified firms are hereby invited to submit a proposal to provide employee benefit programs consulting 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 its self-insured and fully insured health plans, life insurance, stoploss insurance, disability insurance, flexible spending plans, etc. The County is accepting proposals from firms interested in providing the County with assistance in formulating benefit plan objectives, analyzing existing plan design and recommending plan design changes. Services will also extend to the preparation of request for proposal specifications. This will include evaluating proposals' technical and cost responses and assisting the County in establishing contracts for various benefit plans including health insurance (medical, dental, vision, etc.) life insurance, disability insurance, flexible spending, stoploss, voluntary benefits, and related plans. The firm will assist in the implementation of these vendors once approved as specified in the Scope of Services.
2. The initial term of this contract is anticipated to be for a one (1) year period tentatively commencing July 1, 2023, and ending on June 30, 2024, 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.

II. MINIMUM BROKER QUALIFICATIONS:

- A. Respondents not meeting these minimum qualifications as of the due date for the proposals will not be considered.
- B. Firms must be engaged in providing benefit consulting services and must have been actively engaged in benefit consulting services for a period of no less than five (5) years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least five (5) years of demonstrated experience of reliability and meets the criteria set forth herein.
- C. The firm must also be currently providing similar Employee Benefit Programs Consulting Services to at least one (1) other Maryland public sector entity. The entire firm should be currently providing similar consulting services to at least three (3) similar public sector entities.
- D. The quality of performance of previous contracts or services shall be considered in determining the award. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

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 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 qualification 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 Contractor shall provide employee benefit consulting services, including analysis review and studies with interim and final written reports, on an as-needed basis throughout the contract term. The County currently has several benefit programs available to approximately 811 active full-time employees, 112 agency employees, and 94 retirees that cover several types of insurance, including self-insured and fully insured health plans, life insurance, disability insurance, flexible spending, and stop loss, etc. Typical tasks the Contractor may be required to perform may include, but not be limited to, the following:

- a. Assist the County on an ongoing basis in formulating benefit plan objectives; analyzing existing plan design; recommending plan design changes; conducting market benchmarking and cost analysis; providing monthly experience reports and annual trend analysis. This includes monitoring changes in state and federal laws that impact the County's plans and recommending actions.
- b. Annual review of selected employee benefit package for quality of benefits provided cost effectiveness, competitiveness, and plan administration.
- c. Assist with annual benefit renewals, including negotiation of changes of contracts.

- d. Coordinate annual health plan renewal including vendor rate negotiations and self-insured rate calculations. Coordinate and participate in joint meetings with the County and carriers.
- e. Assist the County with the implementation and communication of new programs or changes to existing programs, which may include attending and presenting information at Open Enrollment meetings or when requested.
- f. Analyze the cost of existing benefits programs including the calculation of IBNR reserve levels for self-insured plans. Prepare consolidated cost reporting for health insurance plans on a periodic basis. Provide analysis on plan funding and stoploss analysis.
- g. Prepare request for proposal specifications, evaluate proposals' technical and cost responses and assist the County in establishing contracts for various benefit plans including health insurance (medical, dental, vision, etc.) life insurance, disability insurance, flexible spending, stop loss, voluntary benefits, and related plans. Assist in the implementation of these vendors once approved.
- h. Assist with benefits plan communication materials and/or presentations.
- i. Conduct discrimination testing of the County's benefits package as required.
- j. Undertake such other studies required by management as a result of best practices in employer benefits, insurance or changes in local, state or federal laws including changes required by HIPPA, FMLA, ADA, the Affordable Care Act.
- k. Educate and advise on Healthcare Reform, specifically PPACA, and the key strategic decisions that the County should consider.
- l. Provide general professional benefits consulting services which includes providing day to day account service support and problem resolution as well as self-funding plan support.
- m. Provide overall guidance to the County regarding Health and Welfare regulatory compliance.
- n. Provide information on employee benefit issues, trends and proposed or new legislation.
- o. Research and report any new developments in the employee benefits arena on an ongoing basis.
- p. Recommend innovative ideas and new products, programs and services to ensure a competitive, valued, and cost-effective benefits program.
- q. Provide contact information of key contact personnel that will be available to answer questions or resolve issues that arise during the year regarding employee benefits, contract administration, and service provisions.

A. Personnel

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

B 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 form of proposal. In addition, any commissions, direct or indirect, received by firm 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 firm 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 the form of proposal.
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.

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. PRE-PROPOSAL CONFERENCE/TELECONFERENCE:

A Pre-Proposal Conference/Teleconference will be held on **Monday, March 6, 2023, at 11:30 A.M., (EDT/EST)** at the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Room 3000, Hagerstown, Maryland. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate via teleconference, please call 240-313-2330 prior to the teleconference for further instructions. It is the Contractor's responsibility to become familiar with all information necessary to prepare a proposal.

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

VII. 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*.
- 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.

VIII. 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/ProcurementPolicyManual2013FinalDraftrevised3-5-2022.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), Benefits Coordinator, Retirement Coordinator, Interim 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. The Form of Proposal contained herein
 - 2. The proposal must be accompanied by a fully executed Affidavit executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
 - 3. 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.

IX. 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.

X. 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, Room 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), Monday, March 13, 2023, 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.

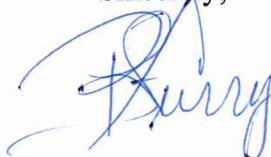
XI. TERMS AND CONDITIONS:

- 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 and six (6) copies of your combined *Qualifications & Experience/Technical Proposals*, enclosed in a sealed opaque envelope marked "**Q&E/Technical Proposal – (PUR-1608) Employee Benefit Programs Consulting Services**" and one (1) original and six (6) copies of your *Price Proposal* in a separately sealed opaque envelope marked "**Price Proposal – (PUR-1608) Employee Benefit Programs Consulting Services**" no later than **4:00 P.M. (EDT/EST), Wednesday, March 29, 2023** 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 firm's name and address shall be written on the outer packaging. ***Facsimile Bids or any electronic bid submission will not be accepted.***

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:ljt
Attachments (1)
cc: Coordinating Committee Members

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-1608
EMPLOYEES BENEFIT PROGRAMS CONSULTING SERVICES**

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

FORM OF PROPOSAL

The Firm Of: _____
(Name &
Address) _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____

Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____

at the following contract fees for Employees Benefit Programs Consulting Services: *(Amounts shall be shown in both words and figures. If an error is made in addition calculations, the written unit price shall prevail.)*

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)

CONSULTANT 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):

**PUR-1608
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-1608
AGREEMENT**

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

AND

This Agreement (hereinafter the "Agreement"), made this _____ day of _____, 2013, 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 the "County") and _____, a _____ corporation, having its principal office at _____ (hereinafter the "Employee Benefit Coordinator Consulting Services").

RECITALS

The County and the Consultant desire to enter into an agreement whereby the Consultant 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. That _____ hereby agrees to undertake the work efforts, generally and specifically defined within the County's Request for Proposal No. PUR-1608 dated February 28, 2023 (hereinafter referred to as the "RFP") and the Consultant's Proposal dated _____, 2023 (hereinafter referred to as the "Consultant 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 Consultant 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 Consultant's Proposal the terms of the RFP shall prevail.

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

3. The Consultant shall be responsible for any loss, personal injury and/or damage that may be suffered as the result of the Consultant's negligence, or failure to perform the obligations of this Agreement; and the Consultant 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 Consultant's negligence or failure to perform any of the said obligations contemplated herein. In addition, the Consultant shall, without additional expense 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 Consultant 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 Consultant 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 Consultant'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 Consultant, 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 Consultant shall proceed diligently with performance of the Agreement.

6. The term of this Agreement is for a one (1) year period beginning **(tentatively) July 1, 2023 and ending June 30, 2024**, with the sole option by the County to renew said Agreement for four (4) consecutive one (1) year periods.

7. The Consultant 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.)

8. The Consultant 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 Consultant shall refrain from any such conflict of interest for the duration of this Agreement.

9. The Consultant hereby represents and warrants:

- a. That it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- b. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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 written above.

ATTEST: _____

Name BY: _____

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

Name John Barr, President

Recommended for approval:

Kendall Desaulniers, Interim Director,
Human Resources

Approved for Legal Sufficiency

Kirk C. Downy
County Attorney

QUESTIONNAIRE

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

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) Primary responsibilities (other accounts)
7. Please provide the following for your entire firm and for the local servicing office:
 - a) Number of offices
 - b) Number of full-time employees currently providing benefit consulting services
 - c) Number of current public sector clients
 - d) Number of current Maryland public sector clients
 - e) Number of employees with at least 5 years public sector experience
8. Does your proposal include the services of any other firm or individual acting as a subconsultant, independent Consultant 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

NOTE: The County shall pay no separate outside fees for such subconsultants. 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 servicing office.
10. What are the education/experience criteria used to designate an individual as a professional in your firm?
11. Provide a copy of your ethics statement and describe the internal service standards you have established for servicing your clients.

Questionnaire – Attachment A

Employee Benefit Programs Consulting Services

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12. 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.
13. What factors distinguish your company from other similar ones in the marketplace?
14. Describe your firm's computer and communications operations and how that technology will be used in providing services to the County