



## COORDINATING COMMITTEE

### **PUR-1609 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS AND EXPERIENCE AND PRICE PROPOSALS**

### **AIR SERVICE DEVELOPMENT CONSULTING SERVICES REQUIREMENTS CONTRACT**

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

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

The format for submittals, information regarding the scope of work and the criteria to be used by the Committee are available from either the Washington County website: <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, telephone 240-313-2330.

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, July 5, 2023, at 10:30 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 proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

All interested firms shall submit one (1) original and five (5) copies of their Qualifications and Experience information enclosed in a sealed opaque envelope marked "**Q & E – (PUR-1609) Air Service Development Consulting Services**" and one (1) original and five (5) copies of their Price Proposals in a separately sealed opaque envelope marked "**Price Proposal – (PUR-1609) Air Service Development Consulting Services**", to the Office of Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740-4748, no later than **4:00 P.M. (EDT/EST), Wednesday, July 26, 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.***

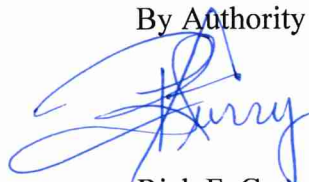
**NOTE: All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference/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, 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, Maryland.

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

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

By Authority of:



Rick F. Curry, CPPO  
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND





## COORDINATING COMMITTEE

### PUR-1609 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS AND EXPERIENCE AND PRICE PROPOSALS

### AIR SERVICE DEVELOPMENT CONSULTING SERVICES REQUIREMENTS CONTRACT

**June 26, 2023**

Qualified Air Service Development Consulting firms are hereby invited to submit a proposal to provide consulting services on a reoccurring and on-call, as-needed basis.

Interested firms shall provide Qualifications and Experience (Q & E) submittals concurrently with Price Proposals in separately sealed envelopes. With the firm's name and address written on the outer packaging. The County intends to open and review each firm's Q & E to evaluate qualifications and experience first. If, the Q & E is deemed acceptable and responsive, the envelope containing the firm's Price Proposal will then be opened. For those Q & Es considered unsatisfactory and non-responsive, the envelope containing the related Price Proposal will be returned unopened to the respective firm.

#### **I. INTRODUCTION:**

- A. Washington County, Maryland, hereinafter referred to as the County, seeks from qualified Air Service Development consulting firms, proposals to provide services on a reoccurring and on-call, as-needed basis. Services under any agreement will be performed based on specific authorizations of service or a task order basis approved by the Airport.
- B. Interested firms shall provide Qualifications and Experience (Q & E) submittals concurrently with Price Proposals in separately sealed envelopes. The County intends to open and review each firm's Q & E to evaluate qualifications and experience first. If the Q & E is deemed acceptable and responsive, the envelope containing the firm's Price Proposal will then be opened. For those Q & Es considered unsatisfactory and non-responsive, the envelope containing the related Price Proposal will be returned unopened to the respective firm. By virtue of submitting a proposal, all interested parties are acknowledging that Washington County, Maryland reserves the right to reject any or all proposals if it determines that they are not responsive to this Request for Proposals (RFP) or if the proposals themselves are judged not to be in the best interest of the County.
- C. This RFP is being issued on behalf of the Airport Department. Vendors are specifically directed **NOT** to contact any County personnel, for meetings, conferences or technical discussion related to the RFP. Unauthorized contact of any County personnel may be cause for rejection of vendor's RFP response.

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331 | TDD: 711

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

Rick F. Curry, CPPO, Purchasing Director  
Telephone: 240-313-2330  
Fax: 240-313-2331

## II. BACKGROUND:

- A. Washington County, founded in 1776, is situated in northwestern Maryland. The County is 460 square miles with a population of approximately 155,169. Major services provided by the County include planning and community development, public safety, public works, economic development, and recreation.
- B. The Airport Department is the primary sponsor of this RFP. Current air service at Hagerstown Regional Airport (HGR) includes:

### **ALLEGIANT AIR SERVICE via A319 / A320 at HGR:**

- a. Year-round, twice-weekly service to Orlando-Sanford (SFB)
- b. Seasonal, twice weekly service to St. Petersburg-Clearwater (SFB) approx. nine months of the year (11/19/2022-08/13/2023)
- c. Seasonal, twice-weekly service to Myrtle Beach (MYR) approx. three months of the year (5/26/2023 - 8/14/2023)
- d. Calendar Year 2022 totals: 61,147 passenger enplanements/deplanements on 211 flights (422 arrivals and departures).
- e. Between January 2013 and November 2022, HGR served 407,321 arriving and departing passengers.

## III. PURPOSE:

- A. Washington County, Maryland is seeking qualified consultant firms to provide experienced Air Service Development-related services to assist Washington County airport staff with developing and implementing a comprehensive air service development strategy to continually build, nurture, maintain, target, and increase air service by existing and new-entrant carriers.

## IV. SCOPE OF CONTRACT:

- A. Requirements contracts will be in effect for a period of two (2) years from execution of the Agreement, with a provision for the County to renew for up to three (3) additional consecutive one (1) year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date. For the initial two (2) years of the Contract, there will be no increase applied to the labor rates. For each of the three (3) one (1) year extensions, a three (3%) percent increase will automatically be applied to all

labor rates of the prior contract term's rates. If the consultant wishes to renew the contract, he/she must submit a letter of intent to the County's Representative at least one hundred twenty (120) calendar days prior to the expiration of the contract. The County reserves the right to accept or reject any request for renewal. For the term of the Contract, there will be no increase applied to the consultant's proposed annual lump sum fee or hourly labor rates. All other terms and conditions shall remain unchanged. The consultant shall not consider the right of the County to extend the initial contract term to constitute or imply any obligation by the County to renew the Contract.

Note: Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the County, or for participating in any selection interviews. This is the first time for the contract and no previous representative contract amount or additional information can be provided.

- B. The County will consider proposals from consultants that are capable of providing all services defined herein. The consultant must be able to demonstrate excellence in providing experienced Air Service Development-related skills and resources, including but not limited to the following:
1. market definition and analysis.
  2. demographic data gathering and presentation.
  3. airline route analysis and business-case development.
  4. airline relationship development and maintenance.

The Air Service Development discipline groupings are as follows:

**1. MARKET ANALYSIS:**

- a. Identification of HGR catchment area
- b. Demographics of market users
- c. Leakage to competing airports and origins/destinations leakage is flying to/from
- d. Passenger potential by market
- e. Allegiant Airfares at HGR compared with Allegiant and non-Allegiant airfares at regionally competing airports
- f. Comparison of air service at HGR with competing airports
- g. Underserved markets
- h. Top destinations
- i. Seat capacity analysis
- j. Domestic traffic demand

**2. ROUTE ANALYSIS:**

The Consultant shall be able to analyze route performance and recommend airlines and routes that would be financially viable, which analysis shall be based on, but not limited to, the following list of considerations:

- a. Historic and forecast traffic volumes, service patterns, and seasons.
- b. Economic profile of historic and/or current commercial aviation services.
- c. Traffic and revenue forecasts for new operations including total passengers, projected load factors, yield analysis, passenger revenue potential, estimated operating costs and potential route profitability.
- d. Historic and forecast comparative data and analysis showing why the airport represents a strong opportunity for a targeted carrier to provide service on a specific route. The results of this Route Analysis will be summarized and presented in the Air Service Development Presentations described below.

**3. AIR SERVICE PRESENTATION PREPARATION:**

The consultant shall develop customizable presentations and messaging materials in various formats for a variety of audiences, including airline planners, airline leadership, community business groups and others and may be required to attend and participate in meetings.

**4. AIRLINE BUSINESS CASE DEVELOPMENT**

The successful Consultant will assist the Airport Director with determining which air carriers and underserved markets are to be targeted to best serve HGR and local businesses.

- a. Prepare and produce brief business cases tailored to selected air carriers which include a brief analysis of supportable technical city-pair route analysis for the particularly targeted route(s), profit potential data for selected route(s) and information on HGR's industries and demographics.
- b. Submit drafts of the business cases to the Airport Director for review and approval at least at least ten (10) working days prior to any scheduled meetings with air carriers.
- c. Finalize, produce, and transport to the meeting locations business cases as formal, printed, and bound presentations and provide electronic copies of the business cases in PDF version.
- d. Attend and participate in, along with Airport representatives, scheduled meetings with air carriers. Selected Respondent shall be responsible for taking the bound and electronic and electronic copies of the business cases to be presented at each meeting.

**5. PRESENTATION SUPPORT:**

The consultant should expect to prepare three to seven presentations for two to three annual air service development conferences (i.e., Jumpstart/Takeoff, Routes America, Allegiant, etc.). The consultant will be asked to join Airport staff during annual conference presentations that they may elect to attend or represent the Airport's interests as directed if Airport staff is unable to attend. The consultant may also be asked to accompany Airport staff to airline headquarters meetings on occasion to assist in making presentations. Reasonable travel expenses will be reimbursed at cost for these engagements and is expected to be shared if the consultant is representing multiple airports at a conference or other meetings.

**6. ON-GOING DATA AND ANALYSIS:**

The consultant shall provide quarterly data reports including benchmarking the Airport against competing airports within our region. Reports identifying changes in flight schedules, analyzing changes in the airline industry and marketing ideas may also be requested from time to time.

**7. ADDITIONAL ASSIGNMENTS:**

- a. Every two years, consultant shall provide an updated Leakage Study.
- b. No less than one Community Visit per year. Note: Any expenses associated with one annual HGR site visit shall be included in the consultant's annual lump sum fee.
- c. On-call, consulting as needed.
- d. As needed Zoom/Conference calls with airlines

**8. ON-CALL SERVICES a.k.a. "EXTRA WORK":**

The items described above in B1-B7 are base or core services to be provided by the consultant on a reoccurring basis. Items B8-12 describe additional services the consultant may be called upon to complete on an as-needed basis. For example, on occasion, questions/inquiries may come up regarding a start-up airline, new entrant airline, air service incentive, etc. Preparation of an appropriate response to the inquiry or other assistance may be requested by the County.

**9. INCENTIVE PROGRAM:**

The Consultant may be asked to develop specific incentive proposals that are tailored to the airline and specific route being pursued. These incentives should include both suggested airport contributions and requests from local community groups.

**10. AIR SERVICE DEVELOPMENT GRANT PROGRAMS:**

The Consultant shall identify and analyze targeted routes for Small Community Air Service Development Program Grant ("SCASDP" Grant) or Essential Air Service (EAS) applications. Upon request, Consultant should be prepared to develop relevant proposals and applications for SCASDP or EAS Grants. Consultant shall

support Airport personnel in relevant discussions with the airlines.

**11. PASSENGER FACILITY CHARGE APPLICATIONS:**

The consultant may be called upon to prepare or advise about airline and airport-related service fee schedules, passenger facility charge applications and proposals related to other revenue producing opportunities.

**12. COMMUNITY RELATIONS:**

Beyond the base service of one annual site visit, on occasion, the consultant may be asked to make airport site visits and provide presentations directly to Hagerstown-area community groups to garner support for incentives.

**V. ASSIGNMENT SUBMITTALS AND SCHEDULES**

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

**VI. COMPENSATION**

- A. The Consultant will be compensated on a lump sum basis with twelve, equal monthly invoices for the annual base services for on-call extra services, the Consultant will be compensated on a monthly basis for the actual work completed.
- B. Once the Purchase Order is issued, the Consultant shall proceed with the development of the Plan, invoicing the County on a monthly basis for the actual work completed.
- C. Submitted along with the invoice shall be a narrative describing work completed during the period.
- D. For Extra Work tasks the Consultant shall identify and be entitled to reimbursement for expenses reasonably incurred in the performance of the work. Reasonable expenses include but are not limited to travel (airfare, hotel, transportation and a \$75 per diem for meals), and printing of materials or reasonable technology fees. Reasonable reimbursable expenses are defined as the lowest available fare at time of booking for the required schedule; lowest available rate at a business hotel within close proximity to the meeting location, and lowest form of transportation cost either rental car, taxi/ride share, or mass transit. Consultant shall provide documents of all reimbursable expenses at cost plus a 10% administrative fee. Failure to include this information will render the submission as non-responsive.
- E. Failure to include this information with the invoice will result in rejection of the invoice.

**VII. EXTRA WORK**

- A. The Consultant's Price Proposal shall include a quotation of hourly rates for each classification of employee to be used on this project. The price matrix has been prepared for the purpose of price comparison only. The actual contract hours and distribution of hours by position may vary considerably from the values indicated in the price matrix. These hourly rates shall be used as the basis for compensation for extra work and shall



include the Consultant's total costs for actual payroll, fringe benefits, overhead, profit, and incidentals (the actual breakdown for these hourly rates is not required). The Consultant may include eligible reimbursable expenses for extra on-call work only. These costs do not need to be included in the Consultant's Price Proposal and will be included on a task-by-task basis as needed.

- B. In the event that extra work becomes necessary, the Consultant will furnish a detailed scope of work to the County and the County will request the Consultant to establish a "not to exceed" cost for the required services. The County reserves the right to complete related services considered "extra work" in the best interest of the County.
- C. Upon agreement of the "not to exceed" figure by both parties, the Consultant will proceed with the necessary work and will invoice the County for the actual man-hours charged to that scope of work. The Consultant's invoice will be based on the hourly rates quoted in their Proposal. The total invoicing for the extra work will not exceed the previously agreed upon total cost without the written approval of the Airport Director.

#### VIII. QUALIFICATIONS:

- A. Proposals from Consultants or a team of consultants not capable of performing all the services outlined herein shall be deemed non-responsive and non-responsible.
- B. The County requires submission of resumes of individuals proposed for any given assignment. The consultant shall submit information verifying the minimum qualifications set-forth herein as part of the proposal and the individual's resume.
- C. Individuals added to the assignment after the initial proposal is awarded, shall have a complete summary of qualifications submitted to the County for approval prior to commencing work on any given assignment.
- D. The County reserves the right to reject any individual deemed inappropriately qualified for an assignment and the Consultant may propose an alternative.
- E. Required classifications will be determined prior to issuing the Notice to Proceed for the project assignment.

#### IX. INSURANCE REQUIREMENTS:

- A. The successful Consultant must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as Washington County's Policy of *Insurance Requirements for Independent Contractors*. The Certificate of Insurance shall include General Liability, Automobile Liability and Workers Compensation. The **Board of County Commissioners of Washington County, Maryland** shall be listed as an additional insured.
- B. Professional Liability - The successful Consultant must also show, prior to the execution of the Agreement, and as required by the County during the term of the contract, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions, and negligent acts. Evidence of coverage must be provided prior to the

beginning of each subsequent year of the contract.

C. Certificates of Insurance shall be provided as required at no additional cost to the County.

**X. INDEMNIFICATION:**

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

**XI. PROPOSAL SUBMITTALS:**

A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Consultant Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2022.pdf>. The County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.

B. Two separate proposals shall be submitted. One shall be the **Qualifications and Experience (Q & E)** of the consultant or consultant team. The other shall be the **Price Proposal**. The 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. The County does not guarantee a minimum/maximum number of hours for any projects.

C. As a minimum, the **Qualification and Experience (Q&E)** submittal shall include the following:

1. In order to facilitate the analysis of responses to this RFP, consultants are required to prepare their proposals in accordance with the instructions outlined in this section. Each consultant is required to submit the proposal in a sealed package. The firm's name and address shall be written on the outer packaging.
2. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the consultant's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables shall be numbered and clearly labeled.
3. The Proposal must be organized into the following major sections:

<b>Section</b>	<b>Title</b>
	<b>Title Page</b>
	<b>Table of Contents</b>
	<b>Letter of Transmittal</b>

<b>1.0</b>	<b>Executive Summary</b>
<b>2.0</b>	<b>Scope of Services</b>
<b>3.0</b>	<b>Company Background</b>
<b>4.0</b>	<b>Client References</b>
<b>5.0</b>	<b>Supplemental Information</b>

4. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

A. Letter of Transmittal

- 1) Responses shall contain a letter of transmittal that must be typed on the Consultant's letterhead and include the following:
  - a) The identification of the entity or consultant submitting the proposal including names of any subcontractors or affiliates.
  - b) The name, title, telephone number, fax number, and e-mail address of the person or persons authorized to contractually obligate the consultant with this proposal and in future negotiations.
  - c) The names, titles, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications.
  - d) An indication of acceptance of the general requirements and contract terms as described within this request for proposal.
  - e) An acknowledgement of receipt of all amendments to this request.
  - f) Statement that the Offeror is qualified to perform the work and that the information and data submitted are true and complete to the best knowledge of the authorized individual signing the letter.
  - g) The letter must be signed by a person authorized to obligate the consultant in a contract offer.

B. Executive Summary (Section 1.0)

- 1) This part of the response to the RFP shall be limited to a brief narrative highlighting the consultant's qualifications. The Executive Summary must not include cost quotations. Please note that the executive summary shall identify the primary engagement manager for the consulting services.

C. Scope of Services (Section 2.0)

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

D. Company Background (Section 3.0)

- 1) Consultants shall provide the following information about their company so that the County can evaluate the consultant's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a consultant to provide additional support and/or clarify requested information.
- 2) The consultant must outline the company's background, including:
  - a) How long the company has been in business.
  - b) A brief description of the company size and organization.
  - c) How long the company has been providing Air Service Development Consultant services to public sector clients.
  - d) Provide at least three (3) references including contact information for airports similar to HGR that have been recently and successfully assisted with air service development services.
  - e) Any material (including letter of support or endorsement) indicative of the consultant's capabilities.

E) Client References (Section 4.0)

- 1) Provide three (3) references for airports where you have provided services similar to the potential assignments described in Section III (Purpose and Scope) paragraph B, item 5 or other examples of air service development services. References shall be for work performed within the past sixty (60) months. **The County will not call consultants to tell them that their references will be called because all references provided will be contacted by the County during the selection process.**

F) Supplemental Information (Section 5.0)

- 1) Consultants are required to submit information in this section regarding the following:
  - a) Identify your firm's project manager(s) and professional staff members, including biographies, who would likely be involved in any of the potential assignments. Include description of professional registrations, licenses, or certifications and their background in air service development.
  - b) Provide any additional information that you feel would distinguish your firm in its service to the County.



- c) The County may make such investigations it deems necessary to determine the ability of the consultant to perform the work proposed. The consultant shall furnish to the County, within five (5) days of request, all such information and data for this purpose as may be required. The County reserves the right to reject any proposal if the evidence submitted or investigation of the consultant fails to satisfy the County that the consultant is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
  
- G) As a minimum, the **Price Proposal** shall include the following:
  - 1) The proposal form contained herein.
  - 2) The proposal shall be accompanied by a fully executed affidavit, executed by the consultant, or in case the consultant is a corporation, by a duly authorized representative of said corporation, on the form provided.
  - 3) Conclusions, remarks and/or supplemental information pertinent to this request.
  
- H) Any proposal may be withdrawn prior to the date and time set herein as the deadline for receipt of submittals. Any submittals not withdrawn prior to the deadline will constitute an irrevocable offer.
  
- I) The County will have up to sixty (60) calendar days to review all Qualification and Experience submittals. The Price Proposals of those submittals determined to be unacceptable to the Selection Committee will be returned to the Consultant, unopened.
  
- J) Proposals received prior to the deadline will be opened in confidence. Proposals received after the deadline will be rejected and returned unopened.
  
- K) The Contract will be awarded to the Consultant(s) offering the proposal considered most advantageous to the County. It is anticipated that the contract award will be made within ninety (90) calendar days after the receipt of proposals. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
  
- L) Proposals must include the full name and address of proposer. Signature shall indicate his or her title and/or authority to bind the firm in a contract.
  
- M) Proposals may not be altered or amended after they are opened.

## **XII. METHOD OF AWARD AND TERMINATION:**

- A. The contract will be awarded to the Consultant with the highest rated responsive, responsible proposal. Evaluation criterion examines both cost and the qualifications and experience of the service proponents. The price matrix has been prepared for the purpose of price comparison only. The actual contract hours and distribution of hours by position may vary considerably from the values indicated in the price matrix.
- B. The successful Consultant(s) will be required to enter into the contract agreement with the County. This form shall be used. No modification will be permitted.
- C. Individuals assigned to a project by the Consultant shall be approved by the County and shall remain on the project for the duration of the required service. If a change in personnel is required due to circumstances beyond the control of the Consultant, the following will be required:
  - 1. Written notice shall be given to the Airport Director at least two (2) weeks in advance, if possible, requesting a change in personnel explaining why the change is necessary. Arbitrary rescheduling of personnel will not meet the approval of the County.
  - 2. The substitute personnel shall, as a minimum, meet the same required qualifications as the original personnel to be replaced, and their resume of experience and training shall be submitted for review and approval by the Airport Director.
  - 3. For any approved change of personnel, the original unit contract price shall remain fixed and shall not be revised.
  - 4. Repeated requests of this nature shall be cause for the County to terminate the contract.
- D. Should the Consultant remove or attempt to replace personnel without written approval by the Airport Director, the County may terminate the contract. The Consultant shall be liable to the County for any cost incurred resulting from such action. Such cost shall be reimbursed to the County or deducted from the Consultant's fee as applicable.
- E. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time without explanation or recourse.

### **XIII. SELECTION PROCESS:**

- A. The Washington County Coordinating Committee will evaluate the responses to this request and select those firms judged to be responsive, most qualified, and experienced. The Coordinating Committee shall be comprised of the Airport Director (Committee Chairman Designee), Airport Operations & Security Manager, Purchasing Director, Director of Public Works, and Airline Service Leader.
- B. Contract award/negotiation processes shall be based on a formal methodology established by Washington County. 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.

- C. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) calendar days following notification.
- D. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Consultant Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2022.pdf>. The County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- E. Evaluation Criteria

The following criteria will be used by the Coordinating Committee to evaluate each proposal and create a score for each of the proposals. Each member of the Coordinating Committee will rank all proposals from highest to lowest evaluation score, and the rankings of all members of the Coordinating Committee shall be compiled. If any proposal receives a majority of first place votes, that proposal will represent the best value for the County and will be recommended for award of the contract. The criteria are not listed in any priority order. The Coordinating Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Once the Interviews (if held), have been completed, the 'Cost Proposal' sealed envelope will be opened, reviewed and points will be added to the evaluation score sheet then finalized. The score sheets for each of the Offerors will be tallied which include all criteria items and the highest ranking averaged score will be the proposal to be recommended for the award to the Washington County Board of County Commissioners.

Weights have been assigned to each of the criteria in the form of points.

**TOTAL POSSIBLE POINTS=125.**

**Offeror's Corporate Experience Possible Points: 25**

The Offeror's company-wide success in securing new air service for its clients and resources available to do so. Applicants should include examples of successful presentations that resulted in new air service for similarly sized and situated airports as HGR.

**Qualifications of the Offeror's Assigned Staff Possible Points: 25**

Qualifications of the assigned project manager or key interfaces/personnel in providing air service development at similar size airports. Provide detailed biographies, resumes of key personnel and individual consultants to be assigned to assist HGR along with examples of SCASD and EAS applications if available.

**Cost Proposal Possible Points: 50**

The lump sum total for the scope of annual services item annual service fee for items identified in IV.B.1-7 plus the total included in the Price Matrix hourly fee worksheet. The annual service fee shall be inclusive of all conference registration fees, travel-related expenses, and related incidentals. Hourly fees and estimates per meeting and per

conference to include all registration fees, travel-related expenses, and related incidentals. OR bundle it as a yearly fee, inclusive of all conference fees, travel-related expenses, and related incidentals. Please break out the cost of each Scope of Services item.

**Interview (if held) Possible Points: 25**

**XIV. RESERVATIONS:**

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

**XV. LIQUIDATED DAMAGES:**

- A. Liquidated damages of one hundred dollars (\$100.00) per calendar day may be assessed at the County's discretion, against the Consultant for failure to meet the schedule established. It is imperative that the Airport Director be contacted immediately should circumstances beyond the Consultant's control adversely affect their ability to meet the established schedule. All schedule modifications will require written approval from the County.

**XVI. PRE-PROPOSAL CONFERENCE / TELECONFERENCE:**

- A. A Pre-Proposal Conference / Teleconference will be held on **Wednesday, July 5, 2023, at 10:30 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. Proposers who wish to participate via teleconference, please call prior to the teleconference 240-313-2330 for further instructions. It is the Consultant's responsibility to become familiar with all information necessary to prepare a proposal.

**XVII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:**

- A. 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, Fax 240-313-2331; or send questions in Microsoft Word platform via e-mail to: [purchasingquestions@washco-md.net](mailto: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), Wednesday, July 12, 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.

#### **XVIII. TERMS AND CONDITIONS:**

- A. **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 good standing shall be maintained for the duration of the contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is [sdat.charterhelp@maryland.gov](mailto:sdat.charterhelp@maryland.gov), and phone numbers are: **(410) 767-1340** or **(888) 246-5941**.
- B. 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.
- C. 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. All consultants performing work under the scope of this request for proposal (PUR-1609) shall be required to also execute an Agreement.
- D. The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Airport Director.
- E. No reports, information or data given to or prepared by the Consultant under the contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Washington County Airport Director.
- F. By submitting a proposal, the Consultant agrees that he/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, that he/she fully understands his/her obligations.
- G. Consultants should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Washington County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- H. 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."

- I. **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.

If your firm is interested in performing the above services, please send one (1) original and six (6) copies of the *Qualifications & Experience Proposals*, enclosed in a sealed opaque envelope marked "**Q&E – (PUR-1609) Air Service Development Services**" and one (1) original and six (6) copies of your *Price Proposal* in a separately sealed opaque envelope marked "**Price Proposal – (PUR-1609) Air Service Development Services**" no later than **4:00 P.M. (EDT/EST), Wednesday, July 26, 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

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

RFC:ljt

cc: Coordinating Committee Members

**POLICY TITLE:** Insurance Requirements for Independent Contractors

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:**

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**I. PURPOSE**

To protect Washington County, Maryland 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 the 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 Purchasing Department, Board of County Commissioners of Washington County, Maryland 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



**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 \_\_\_\_\_

FORM OF PROPOSAL

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

AIR SERVICE DEVELOPMENT CONSULTING SERVICES

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 \_\_\_\_\_

for the following amounts.

**HAGERSTOWN REGIONAL – AIR SERVICES DEVELOPMENT:**

Total Lump Sum: \_\_\_\_\_ Dollars/Cents (\$ \_\_\_\_\_)  
(Written) (Figures)

(Amounts shall be shown in both words and figures, the written amount shall govern.)

**SCHEDULE OF PROFESSIONAL FEES FOR EXTRA ON-CALL SERVICES.**

A. Project Manager – Hourly Rate:

Rate: \_\_\_\_\_ Dollars/Cents (\$ \_\_\_\_\_)  
(Written) (Figures)

B. ASD Technical Consultant – Hourly Rate

Rate: \_\_\_\_\_ Dollars/Cents (\$ \_\_\_\_\_)  
(Written) (Figures)

C. ASD Marketing Consultant – Hourly Rate

Rate: \_\_\_\_\_ Dollars/Cents (\$ \_\_\_\_\_)  
(Written) (Figures)

D. Third Party Marketing / PR Consultant – Hourly Rate

Rate: \_\_\_\_\_ Dollars/Cents (\$ \_\_\_\_\_)  
(Written) (Figures)

E. Third Party Aviation Technical Consultant – Hourly Rate

Rate: \_\_\_\_\_ Dollars/Cents (\$ \_\_\_\_\_)  
(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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## FORM OF PROPOSAL

<b>PRICE MATRIX</b>			
<b>Lump Sum for Annual Base Services</b>			<b>\$</b>
<b>Job Classification</b>	<b>Hourly Rate from Proposal Form <sup>[1]</sup>[4]</b>	<b>Number of Hours for Respective Classification <sup>[2]</sup></b>	<b>Price Extended (rate x hours)</b>
Project Manager (Senior Level Consultant)		80	\$
Air Service Development Consultant		40	\$
Air Service Marketing Consultant		40	\$
Third Party Aviation Technical Consultant		24	\$
Third Party Marketing / PR Consultant		24	\$
<b>Total "On-Call" Proposal Value</b>			<b>\$</b>
<b>Total Lump Sum Value (Annual Base + "On Call") <sup>[3]</sup></b>			<b>\$</b>

1. Hourly rate as written on the form of proposal. In the event of a transposing or computation error on this form the hourly rate indicated on the Form of Proposal applied to the designated number of hours per job classification will be the prevailing price.
2. Estimation of the number of hours used for deriving a lowest cost proposal. These values in no way indicate or should be construed to indicate a minimum number of actual billable hours anticipated in this contract. These values are for the sole purpose of estimating and comparing price proposals.
3. This total is the value that will be used to designate the responsive, responsible Consultant with the lowest price proposal and those in increasing value of lowest cost proposals for the stand-by list.
4. A zero (\$0) or blank hourly rate for any job classification will be considered non-responsive.



**PUR-1609**  
**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-1609  
AGREEMENT**

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

**AND**

**I. PARTIES**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), and \_\_\_\_\_ a \_\_\_\_\_ corporation registered to do business in the State of Maryland and in good standing with the Maryland Department of Assessments and Taxation (the "Consultant").

**II. WORK EFFORT**

- A The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal dated June 26, 2023, and all addenda thereto (collectively the "RFP"), and the Consultant's Proposal dated \_\_\_\_\_ (the "Proposal"), the contents of said RFP and Proposal are incorporated herein by reference, and to adhere to, comply with, and respond to all performance requirements, conditions, restrictions, and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions, and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.
- B The Consultant agrees to comply with all applicable federal, State, and local laws in the conduct of the work hereunder.

**III. SCHEDULE**

The Consultant will commence work within seven (7) days upon receipt of written Notice to Proceed from the County, such Notice being contingent upon the execution of this Contract by the County and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the County and as set forth in the accepted Project 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 grounds for issuance of a Termination Notice in accordance with Section IV of this Contract, except in cases in which the County agrees in writing that circumstances beyond the control of the Consultant shall warrant alteration, adjustment, or deviation from the schedule.

#### **IV. TERMINATION**

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

- A.1 Except as provided in A.2 below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate this Agreement.
- A.2 If the Consultant fails to provide an approved replacement as required by the RFP within thirty (30) calendar days of the departure of the individual being replaced, the County shall have the right to terminate this Agreement, immediately, without notice or opportunity to cure.
- B If the County shall determine that termination is in the best interest of the County, the County may terminate this Agreement. Any termination shall be affected by delivery to the Consultant of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated and the effective date of such termination.

If, after termination of this Agreement or any part thereof for default under "A.1" or "A.2" above, it is determined that the Consultant was not in default pursuant to "A.1" or "A.2"), or that failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, 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 Consultant shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and shall furnish a report, as of the date or receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom, and such other matters as the County may require.

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

#### **V. DISPUTES**

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

## **VI. AUDITS**

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

## **VII. DEFECTIVE WORK**

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

With regard to the performance resulting from services rendered to the County by the Consultant, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued, not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

## **VIII. CHANGES**

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

## **IX. WAIVERS**

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

## **X. COUNTY-FURNISHED DATA**

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

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

## **XI. DATA RELEASE**

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

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

## **XII. MEETINGS**

When requested by the County Public Works Director or the County Airport Director, selected employees of the Consultant shall attend meetings, conferences, and presentations with County staff, public agencies, private organizations, and others concerned with these airline development-related services.

## **XIII. REPORTS**

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

#### **XIV. PAYMENT**

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

- A. Project Manager – Hourly Rate:  
Rate: \_\_\_\_\_/hr.
- B. ASD Technical Consultant - Hourly Rate  
Rate: \_\_\_\_\_/hr.
- C. ASD Marketing Consultant - Hourly Rate  
Rate: \_\_\_\_\_/hr.
- D. Third Party Marketing or PR Consultant - Hourly Rate  
Rate: \_\_\_\_\_/hr.
- E. Third Party Aviation Technical Consultant - Hourly Rate  
Rate: \_\_\_\_\_/hr.

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

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

#### **XV. METHOD OF PAYMENT**

For the Base Annual Services, the Consultant will be compensated on an annual lump sum basis, with twelve (12) equal monthly invoices. For extra on-call services, the Consultant will be compensated on a monthly basis for the actual work performed. The County, at its sole discretion, may renew this contract for up to three (3) consecutive twelve (12) month periods. Each twelve (12) month renewal shall be considered individually by the County. It shall be the Consultant's responsibility to initiate a request for renewing the contract at least one hundred twenty (120) calendar days prior to the contract expiration date. If the contract is renewed, all terms and conditions of the original contract shall apply and continue to be a binding agreement between the County and Consultant.

The Consultant shall submit on his standard form a monthly invoice for its services rendered.

The Consultant shall submit the original and two (2) copies of the invoice directly to the Hagerstown Regional Airport, 18434 Showalter Road, Suite 1, Hagerstown, Maryland 21742 for the task being invoiced.



This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the County Office of Budget & Finance for payment.

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

## **XVI. PERSONNEL**

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the Project. Prior to removal/replacement or attempted removal/replacement of personnel, the Consultant agrees to obtain the County's written approval of such personnel removal/replacement. The Consultant's failure to obtain the County's written approval of such personnel removal/replacement will constitute grounds for the County to terminate this Agreement pursuant to Section IV. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time, without explanation or recourse. If, at any time, and in its sole discretion, the County determines that the services provided under and pursuant to this Agreement by any of the Consultant's personnel are not satisfactory, the County will notify the Consultant in writing after which the Consultant will immediately withdraw such personnel and, within one (1) working day, furnish replacement personnel who possess the required qualifications and who will perform satisfactory services hereunder

## **XVII. EQUAL EMPLOYMENT**

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

The Consultant shall not:

(1) fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or

(2) limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an employee's status as an employee, because of the individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

The Consultant will comply with the regulations relative to non-discrimination on federally assisted programs of the U.S. Department of Transportation ("DOT") Title 49, Code of Federal Regulations ("CFR"), Part 21, as amended from time to time ("Regulations") and incorporated herein and made a part hereof by reference.

The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin. The Consultant will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the FAA, or the MAA, to be pertinent for ascertaining compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to the County, the FAA, or the MAA, as appropriate, and will set forth the Consultant's efforts made to obtain the information.

In addition, the Consultant further certifies that it now complies with and will continue to comply with all Federal, State, and local laws and regulations pertaining to equal opportunity and equal employment practices. In the event of the Consultant's non-compliance with the non-discrimination provisions of this Agreement, the County will impose such sanctions as the County, the FAA, and/or the MAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to the Consultant under this Agreement until the Consultant complies, and/or (b) cancellation, termination, or suspension of this Agreement, in whole or in part.

## **XVIII. CONFLICT OF INTEREST**

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Agreement or the proceeds thereof.
- B. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that, in the performance of this Agreement, no person having such interest shall be employed.
- C. Consultants shall disclose and describe any air service development services or projects underway at nearby, competing airports that HGR management should be made aware of. Consultants shall answer how any potential conflicts of interest would be mitigated.

## **XIX. EXECUTION OF AGREEMENT**

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

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

### **A. Professional Liability**

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

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

### **B. General Liability**

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

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

### **C. To the fullest extent permitted by law, the Consultant shall not hold the County liable for any injuries to the employees, servants, agents, subcontractors, or assignees of the Consultant arising out of or during the course of services relating to this Agreement.**

### **D. Consultant shall provide to the County evidence of insurance coverage satisfactory to the County, including, but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters referenced in (A) and (B) of this section (i.e., a minimum of \$1,000,000 for professional liability and a minimum of \$1,000,000 for general liability).**

## **XXI. COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this

warranty, the County shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of, such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **XXII. SUBCONTRACTING OR ASSIGNMENT**

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

## **XXIII. DELAYS AND EXTENSIONS OF TIME**

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

## **XXIV. CHANGES, ALTERATIONS, OR MODIFICATIONS IN THE SERVICES**

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

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

## **XXV. AVAILABILITY OF DATA**

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

## **XXVI. OWNERSHIP OF DOCUMENTS**

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

## **XXVII. DISSEMINATION OF INFORMATION**

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

## **XXVIII. SANCTIONS UPON IMPROPER ACTS**

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

## **XXIX. RESPONSIBILITY OF CONSULTANT**

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a professional air service consultant in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, design, specifications, and other materials furnished by the Consultant under this Agreement.
- C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standards set forth in "A" above, and such failure is made known to the Consultant within two (2) years after the expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for any other remedy available to the County under the terms and conditions of this Agreement.
- D. The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services under this Agreement and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

## **XXX. CHOICE OF LAW**

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

- B. The laws of the State of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited to, all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

### **XXXI. COMPLIANCE WITH LAWS**

The Consultant hereby represents and warrants:

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

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

### **XXXII. NOTICE OF POLITICAL CONTRIBUTIONS**

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

### **XXXIII. TRADE RESTRICTION**

The Consultant, by submission of an offer and/or execution of a contract/agreement, certifies as follows:

- A. It is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative



- B. It has not knowingly entered into any contract or subcontract for the Project with a person that is a citizen or national of a foreign country on said USTR list; nor is it owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- C. It has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of the DOT in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said USTR list for use on the Project, the FAA may direct through the Sponsor cancellation of this Agreement at no cost to the County.

Further, the Consultant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of this Agreement or any subcontract for default at no cost to the Government. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America; and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

[Signatures on Next Page]

IN WITNESS WHEREOF, The parties have caused this Agreement **PUR-1609** to be executed on \_\_\_\_\_, 2023, by affixing hereon their respective seals and signatures of the proper officers.

**APPROVED AND AGREED TO:**

ATTEST:

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Printed Name and Title

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

\_\_\_\_\_  
Name and Title (Printed)

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

\_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
Dawn L. Marcus, County Clerk

BY: \_\_\_\_\_  
John F. Barr, President

Recommended for Approval:

\_\_\_\_\_  
Neil Doran, Airport Director  
Hagerstown Regional Airport

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Kirk Downey  
County attorney