

BID NO. PUR-1612
INVITATION TO BID
ISSUED ON BEHALF OF
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BY
THE WASHINGTON COUNTY PURCHASING DEPARTMENT
100 WEST WASHINGTON STREET, SUITE 3200
HAGERSTOWN, MD 21740
PHONE: 240-313-2330
FAX: 240-313-2331

DATE ISSUED: April 14, 2023

PHYSICAL EXAMINATION SERVICES

PRE-BID CONFERENCE/TELECONFERENCE

DATE/TIME AND LOCATION: **Thursday, April 20, 2023 at 1:00 P.M. (EDT/EST)**
Washington County Administration Complex
100 West Washington Street
Third Floor, Conference Suite 3000
Hagerstown, MD 21740

SUBMIT BIDS TO: Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street
Third Floor, Suite 3200
Hagerstown, MD 21740

BID SUBMISSION DEADLINE
AND BID OPENING TIME: No later than **2:00 P.M. (EDT/EST), Wednesday, May 10, 2023**

BID OPENING LOCATION: Washington County Administration Complex
100 West Washington Street
Third Floor, Conference Suite 3000
Hagerstown, MD 21740

If indicated below (✓) and not waived by the County, Bidders shall be required to provide the following:

_____ A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

_____ A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

_____ A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

**PUR-1612
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PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

PUR-1612
INVITATION TO BID
PHYSICAL EXAMINATION SERVICES

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for “**PHYSICAL EXAMINATION SERVICES**”. Bid documents are available immediately from 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, Hagerstown, MD 21740, telephone 240-313-2330. Inquiries should be directed to Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department.

All bids must be enclosed in a sealed opaque envelope marked “**SEALED BID - (PUR-1612) PHYSICAL EXAMINATION SERVICES**” and bearing the company’s name and address, and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **2:00 P.M., (EDT/EST), Wednesday, May 10, 2023** after which time they will be publicly read in the Conference Room mentioned below. All interested parties are invited to be present. For those bidders who wish to hear a reading of the bids please call prior to this teleconference 240-313-2330 to receive instructions. *Facsimile Bids or any electronic bid submission will not be accepted.*

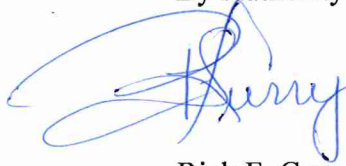
A Pre-Bid Conference/Teleconference will be held on **Thursday, April 20, 2023, at 1:00 P.M. (EDT/EST)** in the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Suite 3000, Hagerstown, Maryland 21740. All interested bidders are requested to be present. Attendance at the Pre-Bid Conference/Teleconference is not mandatory but is strongly encouraged. Bidders who wish to participate via teleconference, please call prior to this teleconference 240-313-2330 for further instructions.

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

Washington County, Maryland shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities, and technicalities in the best interest of Washington County, Maryland.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Director of Washington County's Purchasing Department (hereinafter "Purchasing Director"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Director, agrees to an extension.
2. **Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County, Maryland. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Director, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No bid shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County, Maryland upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Director of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Director whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Director of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*
10. **General Guaranty:** Bidder agrees to:
 - a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or

unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.

- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. Illegal Immigrants:

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to ensure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

12. Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County *Insurance Requirements for Independent Contractors Policy*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

13. Interpretations, Discrepancies, Omissions: Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Brandi Naugle, CPPB – Buyer
Washington County Purchasing Department
FAX: 240-313-2331; or send questions in Microsoft Word platform via email
to: purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

14. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
15. **Late Bids:** Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
16. **Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
17. **Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland—State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
18. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Director.
19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, Maryland, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of

this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.

20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered; time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2023.pdf>.
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit two (2) copies, one with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. ***Facsimile Bids or any form of electronic submittals will not be accepted.***
23. **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, and phone numbers are: **(410) 767-1340** or **(888) 246-5941**.
24. **Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.
25. **Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.

26. **Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.

27. **Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**

- a. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
- b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation, and special taxes applicable to and assessable against any materials, equipment, processes, and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
- c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Purchasing Director.
- d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
- e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "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."

28. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.

2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
2. **Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Purchasing Director shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.
3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of

his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Director hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Director to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.
2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.
3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.

5. **Responsibility/Qualifications of Bidder:** The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Director on contracts of purchase and on contracts of sale (if applicable):
- a. The ability, capacity and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - h. Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.
 - i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Purchasing Director shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Director with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Director, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Purchasing Director and they shall be liable for any costs incurred by the County as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Purchasing Director shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
 - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
 - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
 - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
 - e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
7. **Non-Discrimination:** No Bidder who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Director's opinion, is beyond the control of the Bidder. Under the circumstances, however, the County may in its discretion, cancel the contract.
9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Director.
10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Purchasing Director, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.

- b. Extended upon written authorization of the Purchasing Director and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

12. **Termination for Convenience:** The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

DELIVERY PROVISIONS

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.
2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Director or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Director shall constitute authority for the Purchasing Director to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the County, within a reasonable time specified by the Purchasing Director, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.
3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned, that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or County Holidays, unless otherwise arranged by an individual Department/Agency.

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PHYSICAL EXAMINATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Award:** The County shall award the bid based on the total bid sum to the responsive, responsible low bidder. A total bid proposal is being requested for the work, based on the unit prices and estimated quantities set forth in the Form of Proposal. The County does not guarantee any minimum or maximum number of tests to the Contractor. The total bid sum shall include the cost of any and all permits and/or fees; the cost of all applicable seals and other taxes required by local, state, and federal laws; the cost of required bonds and insurance; the cost of all material, labor, tools, equipment, transportation, superintendence and other services and facilities of every nature whatsoever; or as may be necessary to complete the project as described in the specifications. The successful Bidder shall be notified of the award within thirty (30) calendar days from the date of the bid opening and must complete all work as specified in the bid document. The County has the right to reject any or all proposals without explanation, to waive any informalities, and to withhold final award to the contract for a period of thirty (30) calendar days from the date of bid opening. No bidder may withdraw his/her proposal for a period of thirty (30) calendar days from date of bid opening.
2. **Contract Period:** The successful Bidder shall promptly enter into a contract with the County in the form approved by the County within ten (10) calendar days after notification of award. The Contract period shall be for a one-year period tentatively commencing July 1, 2023, with an option by the County to renew for up to four (4) additional consecutive one (1) year periods, (i.e. July 1, 2023, to June 30, 2024), subject to written notice given by the County at least sixty (60) calendar days in advance of each period's expiration date. If the Bidder wishes to renew the Contract, he must submit a letter of intent to the County Director of Purchasing at least ninety (90) calendar days prior to the expiration of each contract period. The County reserves the right to accept or reject any request for renewal and any increase in testing costs that the Bidder may request. All other terms and conditions shall remain unchanged.
3. **Default/Termination of Contract:** If the Contractor fails to comply with the specifications, he/she will be given seven (7) calendar days' notice to render satisfactory service. If at the expiration of such seven (7) calendar days' notice, the unsatisfactory conditions have not been corrected, Owner reserves the right to cancel the contract.
4. **Federal, State or Local Codes:** All work described in the specifications shall be done in accordance with all applicable Federal, State or Local Codes, Regulations and Laws.
5. **Form of Contract:** The County may, at any time, make changes in the scope of the work to be performed. If such changes are material and cause an increase or decrease in the cost, an equitable adjustment shall be made based on a mutual agreement between the parties. No material change in the scope of work, or in the cost of performing because of a material change may be made by the Contractor or the County without a mutual agreement as stated above. No material change shall be made by one party, whether or not it results in an increase or decrease in cost, without the written consent of the other.

Either party shall have the right to cancel this contract upon thirty (30) calendar days' written notice to the other party.

6. **Indemnification and Insurance Coverage:** The Contractor shall furnish two (2) certificates of insurance to the Board of County Commissioners of Washington County, Maryland, and another to the WCVFRA no later than ten (10) calendar days from notice of award of the Contract based on the Insurance Requirements for Independent Contractors as outlined in Washington County *Insurance Requirements for Independent Contractors Policy*, a copy of which is attached herein.
7. **Interpretation, Discrepancies, Omissions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, No. 13; requests received after **4:00 P.M., (EDT/EST), Thursday, April 27, 2023**, may not be considered.
8. **Licenses:** Contractor shall have all applicable licenses required to do perform the subject services.
9. **Legal Requirements:** The Contractor agrees to comply with all the terms of the Federal Wage and Hour Act, all local and Federal laws, rules, and regulations, and specifically, rules applying to employment of minors, the Executive Order 11246 (Equal Opportunity) and the Occupational Safety and Health Act of 1970. The Contractor shall be responsible for all administrative costs, payroll, Federal and Maryland taxes, unemployment compensation costs and insurances.
10. **Liquidated Damages:** Should the selected Contractor fail to perform in accordance with the bid document, and the best practices of the trade, it is understood that the County shall deduct from the invoice an amount equal to Three Hundred Dollars (\$300.00) per calendar day, until such time as the performance is in accordance with the specifications, the terms and conditions of the bid, and the best practices of the trade. As evidenced by submitting a bid, it is also understood that this is not a penalty but is in fact a liquidated damage. No assessments shall be levied that exceeds the Contractor's monthly invoice.
11. **Payments:** Payments to the Contractor shall be made on invoices submitted monthly (first day of the month through last day of the month) to the Washington County Department of Human Resources at 100 West Washington Street, Hagerstown, MD 21740. Payments shall be based on the unit prices set forth in the Form of Proposal for services satisfactorily rendered during the month prior to billing and as approved by the Human Resource's representative.
12. **Permits:** The Contractor is responsible for obtaining all permits required to perform the subject services.
13. **Responsibility/Qualifications of Bidder:** Refer to General Conditions and Instructions to Bidders – Award, No. 5.
 - a. At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to his/her bid.

- b. If requested, a Bidder shall submit evidence that he/she 1) maintains a permanent place of business; 2) has had at least three (3) successful years' experience in providing required services; 3) has available or can obtain personnel to provide the subject services; and 4) has equipment and financial resources to undertake and perform the contract properly and expeditiously if the contract is awarded to him/her. The Bidder must be licensed to operate in Washington County, Maryland.

- c. **References of three (3) businesses' currently being serviced by the Contractor for related work shall be supplied with the bid.** The reference information shall include, but need not be limited to, the entity's name, address, contact person, phone number, and contact person. Failure to provide this information may be cause for the bid to be determined non-responsive.



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

PUR-1612
PHYSICAL EXAMINATION SERVICES

SCOPE OF WORK / SPECIFICATIONS

I. INTRODUCTION:

The Board of County Commissioners of Washington County, Maryland, requests bids for physical examinations, and other services, to be performed on employees and candidates for County employment vacancies and Washington County Volunteer Fire & Rescue Association of Maryland, Inc. (WCVFRA) personnel in accordance with the Terms and Conditions of this proposal, all laws, rules, and regulations, and the best practices of the profession.

II. MINIMUM QUALIFICATIONS :

- A. Contractors not meeting these minimum qualifications as of the due date for the bids will not be considered. Documentation showing that Contractor meets these minimum qualifications shall be attached to its bid response:
1. Contractor shall have been engaged in the business of providing occupational health services to large employers for at least five (5) years and shall have on staff trained personnel, including physician(s) specializing in the unique medical issues surrounding occupational health issues and areas including emergency services.
 2. Contractor shall hold the appropriate authorizations, clearances, licenses and permissions from state, local and federal authorities, particularly the United States Department of Transportation and the Federal Transit Authority, to operate as an approved testing and collection site and consortia/service agent under the procedures outlined in 49 CFR parts 40 and 655.

III. SCOPE OF SERVICES:

These services shall be provided in accordance with the attached Agreement between the Contractor and the County.

- A. Various types of examinations/services shall be required. The type of examination to be performed shall be dependent upon the type of position applied for or held. Types of services required and estimated annual quantities are as indicated below. All stated quantities are estimated requirements and do not constitute a minimum or maximum. Prices, however, shall remain in effect for lesser or additional quantities through the term of contract.

TESTS FOR WASHINGTON COUNTY EMPLOYEES:

1. a. **Pre-Placement Physical**
This examination will be required of all candidates. The examination shall include personal health history, auscultation, urinalysis, Snellen eye examination, color perception screen, audiometric screening, blood pressure, temperature, height, weight, pulse, and reflexes.
Approximate number/year: 85
- b. **Pre-Placement Physical Testing**
This examination will be required of all candidates and will test all physical requirements of the applicant pursuant to the current Physical Requirements section of the applicant's job description.
Approximate number/year: 85
2. **Pre-Placement Physical (Including CDL Requirements)**
Physical examination as outlined for CDL requirements.
Approximate number/year: 45
3. **Pre-Placement Physical (Sheriff Uniformed Officers)**
As outlined in the attached "Proposed Medical Selection Guidelines".
Approximate number/year: 25
4. **Pre-Placement Physical Fitness Screening (Sheriff Uniformed Officers)**
As outlined in the attached "Pre-Employment Physical Fitness Screening".
Approximate number/year: 25
5. **Pre-Placement/Annual Physical (Firefighter/Paramedic)**
Approximate number/year: 25
6. **Pre-Placement/Annual Lab Testing (Firefighter/Paramedic)**
 - a. CBC: Approximate number/year: 50
 - b. CMP: Approximate number/year: 50
 - c. Lipid Panel: Approximate number/year: 50
 - d. Urinalysis: Approximate number/year: 50
 - e. PSA (males over 40): Approximate number/year: 30
 - f. Chest x-ray: Approximate number/year: 55
 - g. HIV 1 & 2 Antibody/HIV-1 Antigen: Approximate number/year: 55
 - h. TB Gold: Approximate number/year: 25
7. **Drug and Alcohol Testing for CDL Holders and Safety Sensitive Positions**
Serve as a collection site for the County's drug testing program. (See Consortium Fees below) This fee is for the performance of alcohol testing using a Breathalyzer for reasonable suspicion and post-accident DOT testing.
Approximate number/year: 84

8. **DOT Pre-Employment Drug Test**
Approximate number/year: 45
9. **Non-DOT (Panel 8/Panel 10) Pre-Employment Drug Test**
Approximate number/year: 85
10. **DOT Examinations**
For CDL renewals.
Approximate number/year: 175
11. **Fitness for Duty/Consultation Services**
Consultation services may be necessary in special circumstances (i.e., excessive sick leave usage, second opinion, etc.)
Approximate number/year: 10
12. **Return to Work Examination**
Approximate number/year: 10
13. **Return to Work Drug Screen Testing**
Approximate number/year: 30
14. **On the Job Injury – Office Visit**
Employees who are injured on the job, but not seen in the Emergency Room, have the option of going to their regular family physician or using our contracted physician. On the Proposal Form, Contractors shall state the *minimum* charge for an office visit for an on-the-job injury.
Approximate number/year: 75
15. **Hearing Test (initial baseline and annual checks)**
Conducted on the County's Emergency Communications Specialists (Dispatchers) and Firefighters.
Approximate number/year: a. 30 baseline for new hires; b. 75 annual checks
16. **Respiratory Clearance Exams**
Conducted on Department of Water Quality Field Personnel new hires and Firefighters.
Approximate number/year: 25
17. **Respiratory Annual Evaluation**
Annual written follow-up to Respiratory Clearance Exam.
Approximate number/year: 85
18. **Spirometry Testing**
Approximate number/year: 50
19. **Hepatitis B Shots**
Approximate number/year: 20
20. **Hepatitis A Shots**
Approximate number/year: 40

Scope of Work / Specifications

Physical Examination Services

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21. **Hepatitis C Antibody**
Approximate number/year: 50
22. **TB Testing**
Approximate number/year: 85
23. **Flu Shots (including the H1N1 strand):**
Approximate number/year: 450
24. **Lead Blood Test**
Approximate number/year: 15
25. **Heavy Metals, Urine Test**
Approximate number/year: 60
26. **EKG**
Performed on Firefighter/Paramedic
Approximate number/year: 75
27. **Stress Test (Firefighter/Paramedic over age 40)**
Approximate number/year: 5
28. **OSHA Questionnaires (Firefighter/Paramedic providers)**
Approximate number/year: 80
29. **Hepatitis B Surface Antibody**
Approximate number/year: 75
30. **Hepatitis A & B Combination Shots**
Approximate number/year: 15
31. **Tetanus/Diphtheria Shots**
Approximate number/year: 5
32. **Blood Sugar Finger Stick**
Approximate number/year: 15
33. **Testing of Split Specimen**
Approximate number/year: 5
34. **Per member FTA Random Drug & Alcohol Consortium Fee**
Approximate number/year: 45
35. **Per member DOT Random Drug & Alcohol Consortium Fee**
Approximate number/year: 210
36. **Per member Safety-Sensitive Random Drug & Alcohol Consortium Fee**
Approximate number/year: 135

37. **Per member Safety-Sensitive (Sheriff Office) Random Drug & Alcohol Consortium Fee**
Approximate number/year: 275
38. **Per member FAA Random Drug & Alcohol Consortium Fee**
Approximate number/year: 10
39. **Per Member Safety-Sensitive (Firefighters) Random Drug & Alcohol Consortium Fee**
Approximate number/year: 75

TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION OF MARYLAND, INC. (WCVFRA) PERSONNEL; a brief overview of the requested services is attached.

1. **Fire and Rescue Physical – Level I**
Physical Exam, Snellen Distance vision screen, Height, Weight, Blood Pressure, Audiogram, PPD, Lipid Profile, Urinalysis, EKG, a Stress Test, separately scheduled, may be given if the providing medical physician feels there is a medical need. Hepatitis, Tetanus/Pertussis immunization Status and update or vaccine.
Approximate number/year: 125
2. **Fire and Rescue Physical – Level II**
Physical Exam, Snellen Distance Vision Screen, Height, Weight, Blood Pressure, Audiogram, PPD, Lipid Profile, CBC, Comprehensive Metabolic Profile, Spirometry, Urinalysis, EKG, a Stress Test, separately scheduled, may be given if the providing medical physician feels there is a medical need. CXR (2view) for members with HX of positive PPD and no baseline record. Hepatitis, Tetanus/Pertussis immunization status and update or vaccine.
Approximate number/year: 400, Every 3rd year: 600
3. **Return to Work Examination**
Physical after injury/exposure
Approximate number/year: 15
4. **Spirometry Testing**
Approximate number/year: 400
5. **Hepatitis B Shots**
Approximate number/year: 100
6. **EKG**
Approximate number/year: 400
7. **Stress Test (ALS providers over 40)**
Approximate number/year: 5
8. **OSHA Questionnaires (ALS providers)**
Approximate number/year: 400

9. **Hepatitis B Surface Antibody**
Approximate number/year: 200
10. **Hepatitis C Test**
Approximately number/year: 250
11. **Annual PPD Test**
Approximate number/year: 400
12. **Hepatitis A & B Combination Shots**
Approximate number/year: 150
13. **Tetanus/Diphtheria/Pertussis (tdap) Shots**
Approximate number/year: 150
14. **Fire/Rescue MVA Post-Vehicle accident Blood Test and Urinalysis**
Approximate number/year: 10
15. **Fire/Rescue Tracking, testing, and monitoring follow-up of Blood Borne pathogen exposures that may be initially treated after hours at a medical facility.**
Approximate Number/year: 80
16. **Fire/Rescue: Review of Outside Physical Exam**: Volunteers receive physicals from outside employment. These physicals are submitted to the vendor and recorded by the vendor and approved by the vendor to be in compliance and a compliance/SCBA certificate is issued as specified in Section V - Reporting, subsection B.
Approximate Number/year: 65

- B. There may be additional services, tests, or examinations requested during the term of this contract. Additional services may include functional agility testing for certain job types for job applications. Fees for those services shall be agreed upon at the time requested and will become part of this scope of work and agreement between Contractor and the applicable party, either the County or the WCVFRA.

IV. AVAILABILITY OF SERVICE:

- A. Walk-in service must be available during normal County working hours, Monday through Friday 7:30 A.M. to 4:30 P.M. (EDT/EST) Pre-placement, CDL and other regular services shall be scheduled on an appointment basis. All services shall be available within a fifteen (15) mile radius of the County Administration Complex, located at 100 West Washington Street, Hagerstown, MD. After-hours reasonable suspicion and random drug and alcohol testing must be available either at the Contractor's site or at a County-approved alternate site. The frequency of any "after hours" testing is minimal but necessary to accommodate 24-hour County work schedules.
- B. **WCVFRA Record Keeping**: A Purchase order for each physical required is issued by the WCVFRA and forwarded electronically to the vendor. The vendor also reports the completion of the physical back to WCVFRA electronically through software provided by WCVFRA and as part of the billing information.

V. REPORTING RESULTS:

- A. Results shall be reported as soon as possible, not to exceed three (3) working days past the examination. This may be accomplished through phone contact to a specified individual with follow-up paperwork being sent “confidentially”. Only the County’s Risk Management Coordinator or his/her designee is authorized to receive reporting results.
- B. WCVFRA: The Vendor keeps all medical records pertaining to all physicals and charges a fee to perform that function. The vendor issues a statement of medical recommendation/successful compliance/SCBA Certificate in a form/format specified by WCVFRA for each physical, return to work, accident or other follow up or other medical procedures provided under this contract to the volunteer and mails an additional copy to the volunteer. A copy shall be provided to the WCVFRA with the billing information or additionally as needed. All records shall be securely filed by the vendor and kept for the legally mandated time period. Members may get a copy of their records by appearing in person to the vendor and signing the provided medical releases.
- C. WCVFRA: In addition – Vender shall compile health statistics regarding body mass indexes, distance vision acuity, blood pressure levels, smoking patterns, hearing acuity, age group characteristics, the number of members referred to primary care for follow up and chronic/congenital diseases, which may impact the ability of the Association as a whole to comply with any required standards. These statistics shall be gathered by the vendor staff and presented to the association annually. Occupational medicine physician would be available to consult with Association staff in evaluating this information to aid in projecting future programming to improve the health of volunteers and ongoing wellness program development.

VI. CONFIDENTIALITY:

- A. It is of the utmost importance, and a prime consideration, that all records, history, and other information be held in strict confidence, and released only to the County’s Director of Human Resources, the County Risk Management Coordinator, or their authorized representative with regard to County employees and only to the authorized representative of the WCVFRA for its associated personnel. Any breach of confidentiality shall be considered an act of gross negligence thereby avoiding any further contractual obligation of the County. Contractor must comply with all federal and state rules, regulations, statutes, guidelines, and any requirements of current HIPAA or any other legislation regarding protected personal information.

VII. TERMINATION FOR CONVENIENCE:

- A. The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

VIII. TERM OF CONTRACT:

- A. The initial term of this contract is anticipated to be for a one (1) year period tentatively commencing July 1, 2023, with an option by the County to renew for up to four (4) additional consecutive one (1) year periods thereafter, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date. The County reserves the right to terminate the contract at any time upon sixty (60) calendar days' written notice to the firm. As determined by the County, it will pay the firm's reasonable costs incurred prior to the termination. In the event of termination, the Contractor may be required to provide the necessary best effort to transfer records and historical data to a superseding service provider or to Washington County, Maryland.
- B. If the Contractor wishes to renew the contract, he must submit a letter of intent to the Washington County Director of Purchasing at least one hundred and twenty (120) calendar days prior to the expiration of any annual contract term. The County reserves the right to accept or reject any request for renewal. All extensions of the contract term are subject to available funding and performance by the Contractor satisfactory to the County.
- C. If the Contractor fails to comply with the specifications, he will be given fourteen (14) calendar days' notice to render satisfactory service. If at the expiration of such fourteen (14) calendar days' notice, the unsatisfactory conditions have not been corrected, Owner reserves the right to cancel the contract.
- D. The successful Contractor shall not consider the right of the County to extend the initial one-year contract term to constitute or imply any obligation by the County to renew the Contract.

IX. COMPENSATION TO THE CONTRACTOR:

- A. The Contractor shall be compensated monthly for his/her services based on unit prices stated on the Form of Proposal. Prices shall remain firm for the duration of the contract period. No price escalation shall be allowed. Prices quoted shall include all costs of performing the requested services. No additional charges shall be allowed or paid. Services shall be proposed in the format shown on the Proposal Form. The lump sum unit price fees shall include supervision, support, travel, and out-of-pocket costs necessary to accomplish the related tasks.
- B. The Contractor shall invoice the County on a monthly basis. Separate invoices shall be generated for Sheriff's Department employees and submitted directly to that department. Separate invoices shall also be generated for Emergency Services Department employees and submitted directly to that department. Separate invoices shall also be generated for the WCVFRA and submitted directly to that entity. Remaining invoices for the Board of County Commissioners of Washington County, Maryland are to be submitted to the County's Risk Management Administrator. Each invoice shall be accompanied by an itemized statement listing:
 - 1. the date of service
 - 2. the candidate's/employee's name
 - 3. the type of examination, service, or test performed
 - 4. the amount charged for each examination, service, or test

All invoices shall include a description of the work effort covered for that period. Failure to include the description of work with the invoice may result in rejection of the invoice.

Payment shall be made within thirty (30) calendar days of receipt of invoices for services satisfactorily rendered and approved by the County.

X. EXTRA WORK:

- A. The Contractor shall include an hourly rate quotation for each classification of employee to be used on this project. This hourly rate shall include all costs such as actual payroll, subsistence, travel, profit, and incidentals. In the event that extra work becomes necessary on this project, the County's Human Resources Director shall furnish to the Contractor a detailed description of all work to be performed and shall request that the Contractor establish a "lump sum" figure for the work.
- B. Upon the determination of a mutually agreed upon "lump sum" cost, the Contractor shall proceed with the work and shall invoice the County on a monthly basis for all work satisfactorily completed during that period. Payment will be made within thirty (30) calendar days of receipt of an invoice as approved by the County's Director of Human Resources.
- C. If a "lump sum" amount for the extra work cannot be agreed upon, the County's Director of Human Resources shall have the right to have the work performed by others or shall have the right to require the Contractor to perform the work on a Force Account basis.

XI. INSURANCE REQUIREMENTS:

- A. The successful Contractor must show prior to the execution of the Agreement and as required by the County during the term of the contract evidence of appropriate insurance as outlined in the attached copy of the Washington County Policy – *Insurance Requirements for Independent Contractors*. The Board of County Commissioners of Washington County, Maryland shall be named as an additional insured. WCVFRA shall also be named as an additional insured on a second certificate of insurance.
- B. Professional Liability – The successful Contractor 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.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

XII. LIQUIDATED DAMAGES:

Contract performance shall be monitored by the County Human Resources Department for services rendered to/on the County employees. Contract performance shall be monitored by the President or his designee of the WCVFRA for services rendered to/on WCVFRA personnel. Failure to meet any required criteria, at any time, shall result in the Contractor being responsible for the Liquidated Damages outlined herein. A letter shall be forwarded to the Contractor by Certified Mail stating the infraction and allowing the Contractor forty-eight (48) hours to come into compliance. A one-time charge of Liquidated Damages in the amount of Two Hundred Dollars (\$200.00) shall be assessed on any non-compliance item that cannot be retroactively corrected. Should the Contractor fail to perform as specified in this bid, it is understood that the County shall deduct from any outstanding invoice an amount equal to One Hundred Fifty Dollars (\$150.00) per calendar day until such time as the proper work is performed in accordance with the resulting contract. As evidenced by submitting

a proposal, it is understood that this is not a penalty, but is, in fact, a liquidated damage.

XIII. GENERAL REQUIREMENTS:

- A. Licenses: The Contractor shall be properly licensed to do business in the State of Maryland. The Contractor shall submit a photocopy of the current license of anyone who will be performing the services requested.
- B. No files (open or closed) or historical data shall be destroyed or transferred without prior notification and approval by the County.
- C. The County reserves the right to take custody of the files and/or make copies of any information deemed appropriate.
- D. The Contractor's services and contracts shall be in full compliance with all applicable federal, state, and local regulations or standards, regardless of whether or not they are referred to herein.

XIV. USE OF EXISTING DOCUMENTS:

The County will cooperate to the fullest extent in making available information that currently exists in relation to these services. The County makes no warranty as to the accuracy of the existing information nor will the County accept any responsibility for errors and omissions that may arise as a result of the Contractor having relied upon them.

XV. PRE-PROPOSAL CONFERENCE/TELECONFERENCE:

A Pre-Proposal Conference/Teleconference will be held on **Thursday, April 20, 2023, at 1:00 P.M., (EDT/EST)** at the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Suite 3000, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference/Teleconference is not required but is strongly encouraged. Bidders who wish to participate via teleconference, please call prior to this teleconference 240-313-2330 for further instructions. *No Facsimile or electronic submittals of any kind will be accepted.*

XVI. TERMS AND CONDITIONS:

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Contractor if the successful Contractor does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. The selected Contractor will be required to enter into a contract agreement with the County. Any agreement or contract resulting from the acceptance of a proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.

- D. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- E. No reports, information or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization by the Contractor without the prior written approval of the County.
- F. Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article 10, Subtitle 6, Annotated Code of Maryland.
- G. The County reserves the right to not hold discussions after award of the contract.
- H. By submitting, the Contractor agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- I. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- J. The Contractor shall abide by and comply with the true intent of the invitation to bid and its Scope of Work and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- K. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- L. All work shall be done in accordance with Washington County, Maryland standards and those of any State or Federal agencies having jurisdiction.
- M. All contractual issues that may arise and financial transactions for the WCVFRA personnel will be conducted separately with that entity.

XVII. FUNDING:

If the County fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XVIII. AWARD:

- A. The contract will be awarded to the Contractor whose bid, conforming to this request, will be the most advantageous to the County.
- B. It is expected that the contract award will be made within sixty (60) calendar days after the receipt of bid from Contractors that were determined to be qualified.

XIX. BIDS:

- A. Bids received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened if the proposer's name and return address are shown on the envelope.
- B. Bids must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- C. Bids cannot be altered or amended after they are opened.
- D. The approval or disapproval of Contractors will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Contractor as to this Committee's prior knowledge of his abilities.
- E. Any bidder may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide the County the services set forth above.

XX. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

It is the Contractor's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any contractor find discrepancies in, or omissions from the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, FAX: 240-313-2331; or send questions in MicroSoft Word platform via e-mail to: purchasingquestions@washco-md.net.

All necessary interpretations will be issued to all Contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Contractor to receive any such addendum or interpretation shall not relieve such Contractor from any obligation under his proposal as submitted. The County shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. (EDT/EST), Thursday, April 27, 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 Purchasing Director to all interested parties.

XXI. SUBMITTAL INSTRUCTIONS:

- A. In support of the overall objectives, all responding Medical Facilities must respond, at a minimum, to the following inquiries. Please list responses by the corresponding number.
1. Describe your firm's experience in the Occupational Health and Medical Services area especially in providing employee physical examinations and other services, as well as services for emergency fire and rescue services personnel as required herein.
 2. A narrative describing the Contractor's overall approach to the services. This narrative should clearly identify special or unique features of the services to be provided and their anticipated approach.
 3. An organizational chart containing all assigned staff.
 4. The names and resumes of key personnel who will be directly involved with providing these services on a day-to-day basis (i.e., the composition of key staff assigned, their qualifications and experience). Clearly identify their responsibilities.
 5. Describe the qualifications of the personnel that will be assigned to the contract, if awarded to your firm, including at a minimum those personnel listed below.
 - a. Medical Director
 - b. Physician(s)
 - c. Registered Nurse(s) and/or Licensed Practical Nurse(s)
 - d. Nurse Practitioner/Physician Assistant (if applicable)
 - e. Lab Technician/analyzer
 - f. Office Manager
 6. Describe the facility including the physical environment, testing area, etc.
 7. Describe the services that are provided on site.
 8. List any services that will be provided off-site and include where these services will be provided.
 9. Indicate the hours that the facility will be open to walk-in employees.
 10. Indicate how you will accommodate after hours drug and alcohol testing.
 11. Indicate the amount of time needed for examination results to be released.

12. Submit evidence of the past performance of the firm, including timely completion of services, compliance with scope of services, performance within budgetary limits and user satisfaction;
13. Summary of selected relevant services provided in the past five (5) years, including three (3) current clients. References must include the company name, telephone number, contact person, title, date(s) that the services were performed and description of contract. It is preferred, but not mandatory, that the references provided be jurisdictions similar to Washington County, Maryland. Washington County, Maryland reserves the right to contact any references.
14. Provide two (2) clients who are no longer using your services. Please include a contact person.
15. Licenses: Submit a photocopy of the current license of anyone who will be performing the services requested.
16. Any other information considered important to the conduct of this work.
17. Conclusion, remarks and/or supplemental information pertinent to this request.

The **Price Portion** of the bid shall include the following information:

- A. The Form of Proposal contained herein.
- B. Hourly rates for each classification of employee anticipated to be involved for these services. These hourly rates shall be used as the basis for compensation for extra work and shall include the Contractor's total costs for actual payroll, support, supervision, fringe benefits, overhead, travel, expenses, printing, profit, and incidentals. The actual breakdown for these hourly rates is not required.
- C. The bid must be accompanied by a fully executed Affidavit executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- D. Fully executed Government-Wide Debarment and Suspension Affidavit using the form provided herein.
- E. Conclusions, remarks and/or supplemental information pertinent to this request.

XXII. CONTRACTOR SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) – Professional/Technical Services Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2022.pdf> and no proposal preparation expense will be paid by the County relative to any response to this solicitation.

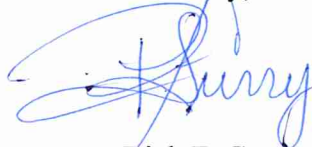
B. Selection evaluation criteria:

1. Responsiveness to the scope of services and instructions to firms;
2. Past performance of the firm including timely completion of services, compliance with scope of services performed within budgetary limitations, and user satisfaction;
3. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;
4. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services such as that being proposed;
5. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
6. Firms' capacity to perform the services giving consideration to current workloads;
7. Firm's familiarity with problems applicable to this type of service;
8. References from previous clients, including size and scope of services, name, and telephone number of contact person; and

C. All work shall be done in accordance with Washington County, Maryland standards and those of any state or federal agencies having jurisdiction.

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, Maryland. The Board of County Commissioners of Washington County, Maryland also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of a firm which investigation shows is not in a position to perform the contract. Inquiries should be directed to Brandi J. Naugle, CPPB – Buyer, Purchasing Department 240-313-2330.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

RFC:llb

**PUR-1612
AGREEMENT**

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

AND

This Agreement (hereinafter referred to as the "Agreement") is made this ____ day of _____, 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 (hereinafter referred to as the "County") and _____, a Maryland corporation, FIN# _____, Telephone No. _____ (hereinafter referred to as the "Contractor").

RECITALS

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

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

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

1. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the County's Invitation to Bid No. **PUR-1612** dated April 14, 2023 (hereinafter referred to as the "ITB") and the Contractor's Bid dated _____, 2023 (hereinafter referred to as the "Contractor Bid") which are attached hereto and are incorporated herein by reference and which contents are made a part hereof as if entirely stated herein, and are accepted as the definition of the services and obligations to be performed under the terms of this Agreement. The Contractor shall fully comply with and respond to all performance requirements, provisions, terms, restrictions, covenants, and conditions contained in the ITB and any modifications made subsequent thereto, including any addendums forwarded to all bidders following the pre-bid meeting. If there is conflict between the ITB and the Contractor's Bid the terms of the ITB shall prevail.

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

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

Agreement

Physical Examination Services

PUR-1612

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

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

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

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

8. The Contractor hereby represents and warrants:

A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.

B. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement.

C. That it shall comply with all federal, state, and local laws, ordinances, and rules and regulations, including but not limited to all provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all Privacy Regulations promulgated by the United States Department of Health and Human Services to implement HIPAA, applicable to its activities and obligations under this Agreement.

D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement **PUR-1612** to be duly executed and delivered the day and year first above written.

CONTRACTOR:

ATTEST:

Officer

BY: _____ (SEAL)
Signature

Title & Name
Printed: _____

COUNTY:

ATTEST:

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

Name and Title

BY: _____
John F. Barr, President

Recommended for approval:

Kendall A. Desaulniers,
Interim Director Human Resources

Approved for Legal Sufficiency

Kirk C. Downey
County Attorney

**PROPOSED MEDICAL SELECTION GUIDELINES
(POTENTIALLY DISQUALIFYING CONDITIONS)**

SECTION ONE - EYES AND VISION

1.1 VISUAL ACUITY

All candidates must have binocular vision. Corrected vision shall be at least 20/30 (Snellen) in the weaker eye and shall be for both eyes together. The uncorrected standard shall not be worse than 20/100 (Snellen) in the weaker eye. corrected to 20/20

As an advisory, if corrective frames are used then it is recommended that athletic head straps be used to prevent their being dislodged. Furthermore, if corrective lenses of any sort are used, a second pair should be readily available to the officer while on duty.

Examples of Relevant Essential Tasks:

- 1) Use of Deadly Force
- 2) Low Light Searches
- 3) High Speed Vehicle Operation
- 4) Read moving license plates
- 5) Process crime scenes

1.2 VISUAL ACUITY - COLOR VISION

Partial color blindness may be a basis for disqualification and should be noted for further examination/evaluation. However, total color blindness is grounds for withdrawal of a conditional offer of employment.

If available, the Ishihara Test (24 Plate Edition) may be used. Correct reading of at least nine (9) of the first thirteen (13) plates is required. Recourse testing is available by means of the Farnsworth-Munsell 100-Hue Test or other comparable tests.

Examples of Relevant Essential Tasks:

- 1) Recognize colors of license plates/vehicles

performance of duty then the condition may not be excludable.)

Candidate must have a functional and therapeutic cardiac classification no greater than Heart Association Class 1A, i.e., Functional Capacity I: Patients with cardiac disease and no limitation of physical activity. Ordinary physical activity does not cause discomfort. Patients in this class do not have symptoms of cardiac insufficiency, nor do they experience anginal pain. Therapeutic Classification A: Patients with cardiac disease whose physical activity need not be restricted.

4.2 PERIPHERAL VASCULAR ABNORMALITY

Any condition which is severe and/or symptomatic may be excludable, e.g.

Vascular Insufficiency or its
Sequella
Thrombophlebitis
Reynaud's Disease

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Exposure to Numerous Environmental Circumstances, e.g. Cold, Heat, etc.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION. FURTHERMORE, ANY CONDITION WHICH REQUIRES CHRONIC USE OF ANTI-COAGULANTS IS DISQUALIFYING AND SHOULD BE NOTED.

SECTION FIVE - HEART AND CARDIOVASCULAR SYSTEM

If the candidate's functional work capacity is unimpaired, and, if there is no evidence of a direct threat to his/her health or safety, then the condition is non-excludable.

CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE
JOB IN QUESTION.

SECTION EIGHT - GENITOURINARY SYSTEM

8.1 PREGNANCY

State of pregnancy may affect person's immediate employability.

8.2 NEPHRECTOMY

If a candidate possesses this condition with normal renal function, then the condition is non-disqualifying.

8.3 ACUTE NEPHRITIS

8.4 NEPHROTIC SYNDROME

8.5 ACUTE OR CHRONIC RENAL/URINARY CALCULI

8.6 RENAL TRANSPLANT

8.7 RENAL FAILURE

8.8 HYDROCELE AND VARICOCELE (SYMPTOMATIC)

8.9 MALIGNANT DISEASES OF BLADDER, KIDNEY, URETER, CERVIX, OVARIES, BREASTS, PROSTATE, ETC.

8.10 GENITOURINARY TRACT INFECTIONS AND INFLAMMATORY DISEASES

8.11 POLYCYSTIC KIDNEY DISEASE

8.12 ENDOMETRIOSIS

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.

SECTION TWELVE - NERVOUS SYSTEM

12.1 SEIZURE DISORDER (ALL TYPES)

Requires case-by-case review and waiver by qualified physician approved by the employer.

12.2 MOVEMENT DISORDERS, e.g. Parkinson's, Tremors, etc.

12.3 CEREBRAL ANEURYSMS

Requires case-by-case review and waiver by qualified physician approved by the employer.

12.4 SYNCOPE

12.5 PROGRESSIVE NEUROLOGICAL DISEASES

12.6 PERIPHERAL NERVE DISORDER

12.7 NARCOLEPSY

Requires case-by-case review and waiver by qualified physician approved by the employer.

12.8 CEREBRAL VASCULAR ACCIDENT

12.9 CENTRAL NERVOUS SYSTEM INFECTIONS

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances e.g. Cold, Heat, etc.
- 4) Work Without Relief and Around the Clock.
- 5) Stand and/or Walk for Long Periods of Time.
- 6) Withstand Periods of Fatigue.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

PRE-EMPLOYMENT PHYSICAL FITNESS SCREENING

The ADA provides that "an employer may give a physical agility test to determine physical qualifications necessary for certain jobs prior to making a job offer if it is simply an agility test and not a medical examination."* Moreover, if an employer uses such a test, he must be prepared to demonstrate the job-relatedness of the test and that the test is consistent with business necessity.

The ADA Technical Assistance Manual, furthermore, clarifies that an agility test does not involve medical examinations or diagnoses by a physician. However, an employer "can request the applicant's physician to respond to a very restricted inquiry which describes the specific agility test and asks: "Can this person safely perform this test?"

In light of the above and the necessity in community corrections that physical capacity to learn and perform essential tasks must be demonstrated, we devised a Pre-Employment Physical Fitness Screening Test. We did not devise a content-valid test because they tend to have adverse impact and do not predict actual performance very well.

Based on the significant work of the Cooper Institute for Aerobics Research, we propose the battery of screening elements which are contained on the following page. (A detailed discussion of this approach is included in the Appendix which may be distributed in aid of furthering the interests of Cooper Fitness Screening.) We recommend this process because its elements can accurately assess a candidate's trainability and do not tend to have an adverse impact. Failure in any one element is sufficient to exclude the person from proceeding any further in the selection process. The instruction titled "How to Prepare for the Tests" also follows below and should be distributed to applicants well before test administration. Nevertheless, if a person fails an element, retesting can be provided if it suits the employer.

Finally, prior to undergoing the test battery, the applicant must present signed the attached "Doctor's Certification of Fitness to Perform Fitness Test." Failure to do so must mean exclusion from the testing process.

* This may be replaced by doing push-ups for which other norms are available.

RELEVANCE OF TEST ITEMS TO ESSENTIAL TASKS

The four elements of the test battery are designed to establish physical capacity to participate in recruit level training and perform the essential tasks of entry-level law enforcement. They are not simulations but rather assessments of the candidate's capacity to learn and perform essential physical tasks.

The following represents the specific relationship between the test element and the essential task(s) which validate its use. (See Section G, H, I of the Job Description for additional, detailed task statements.)

SIT-UPS/MUSCULAR ENDURANCE

Essential Tasks:

Use of Force
Lifting, Carrying, Holding, Restraining
Running at Full Speed

FLEX/FLEXIBILITY

Essential Tasks:

Pursuit of suspects with obstacles and changes of direction
Lifting, Carrying, Holding, Restraining

BENCH/ABSOLUTE STRENGTH

Essential Tasks:

Lifting, Carrying Persons
Restraining Struggling Persons

1.5 MILE RUN/CARDIOVASCULAR CAPACITY

Essential Tasks:

Use of force beyond two minutes
Pursuit

SECTION FIFTEEN - DERMATOLOGICAL CONDITIONS

ANY DERMATOLOGICAL CONDITIONS WHICH IN THE OPINION OF THE EXAMINING PHYSICIAN MAY HINDER A CANDIDATE'S ABILITY TO PERFORM ESSENTIAL TASKS SHALL REQUIRE A CASE-BY-CASE EVALUATION.

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances e.g. Cold, Heat, etc.
- 4) Work Without Relief and Around the Clock.
- 5) Stand and/or Walk for Long Periods of Time.
- 6) Withstand Periods of Fatigue.

SECTION SIXTEEN - ALLERGIC CONDITIONS AND THEIR MANIFESTATIONS

ANY ALLERGIC CONDITIONS WHICH IN THE OPINION OF THE EXAMINING PHYSICIAN MAY HINDER A CANDIDATE'S ABILITY TO PERFORM ESSENTIAL TASKS SHALL REQUIRE A CASE-BY-CASE EVALUATION.

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances e.g. Cold, Heat, etc.
- 4) Work Without Relief and Around the Clock.
- 5) Stand and/or Walk for Long Periods of Time.
- 6) Withstand Periods of Fatigue.

- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances e.g. Cold, Heat, etc.
- 4) Work Without Relief and Around the Clock.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

SECTION TEN - MUSCULOSKELETAL SYSTEM

- 10.1 DISORDERS THAT LIMIT MOTOR PERFORMANCE
- 10.2 CERVICAL SPINE OR LUMBOSACRAL FUSION
- 10.3 DEGENERATIVE CERVICAL OR LUMBAR DISC DISEASE (IF SYMPTOMATIC)
- 10.4 EXTREMITY AMPUTATION (Condition is excludable only if it hinders performance of essential tasks.)
- 10.5 OSTEOMYELITIS
- 10.6 MUSCULAR DYSTROPHY
- 10.7 LOSS IN MOTOR ABILITY FROM TENDON OR NERVE INJURY/SURGERY
- 10.8 ARTHRITIS

If a candidate possesses this condition with no functional impairment, then the condition is non-excludable.
- 10.9 COORDINATED BALANCE
- 10.10 SYMPTOMATIC HERNIATED DISC
- 10.11 SPINAL DEVIATIONS

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

SECTION SIX - RESPIRATORY SYSTEM

THE RESPIRATORY SYSTEM MUST BE FREE OF CHRONICALLY DISABLING CONDITIONS THAT WOULD INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM ESSENTIAL TASKS.

- 6.1 INFECTIOUS OR POTENTIALLY INFECTIOUS PULMONARY TUBERCULOSIS AND/OR OTHER MYCOTIC DISEASES
- 6.2 CHRONIC OBSTRUCTIVE PULMONARY DISEASE OF ANY CAUSE
- 6.3 RESTRICTIVE LUNG DISEASES
- 6.4 PNEUMONECTOMY

Examples of Relevant Essential Tasks:

- 1) Perform Numerous Physically Demanding Duties, e.g. Fight, Run, Pull, Carry, etc.
- 2) Endure Emotionally Stressful Circumstances, e.g. Domestic, Death Scene, Deadly Force, etc.
- 3) Endure Exposure to Numerous Environmental Circumstances, e.g. Cold, Heat, etc.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

SECTION SEVEN - GASTROINTESTINAL SYSTEM

7.1 COLITIS

Including by not limited to Crohn's Disease, Ulcerative Colitis, Irritable Bowel Syndrome (symptomatic or needing medication), Bacterial Colitis. If the candidate's condition is

SECTION TWO - EARS AND HEARING

2.1 HEARING ACUITY

The candidate must have unaided hearing in both ears sufficient to perform essential tasks without posing a direct threat to themselves or others. An acceptable test is a whispered conversation at 15 feet or, preferably, using an audiometer, the candidate should have no average loss of 25 or more decibels at the 500, 1000, 2000, and 3000 Hertz (Hz) levels in either ear with no single frequency loss in excess of 40.

2.2 OTITIS MEDIA, OTITIS EXTERNA, AND MASTOIDITIS

If the candidate meets Hearing Acuity guidelines and the condition is resolved or improving under adequate medical care, then the condition is non-disqualifying.

2.3 ANY INNER/MIDDLE/OUTER EAR DISORDER AFFECTING EQUILIBRIUM, E.G. MENIERE'S DISEASE OR SYNDROME

If the candidate has a history of persistent or recurrent vertigo, he or she must receive further evaluation and may be disqualified.

Examples of Relevant Essential Tasks:

- 1) Conduct Searches in Low Light or Dark
- 2) Use Deadly Force
- 3) Conduct High Risk Stops
- 4) Work with Loud Sounds from Multiple Directions
- 5) Operate Emergency Vehicles at High Speeds
- 6) Control Crowds, Domestic Conflict, etc.
- 7) Control Traffic, etc.

THE EXAMINING PHYSICIAN IS TO NOTE ANY CONDITION(S) OR MEDICATION PROFILE(S) WHICH MAY INTERFERE WITH THE CANDIDATE'S ABILITY TO PERFORM THE ESSENTIAL TASKS OF THE JOB IN QUESTION.

1. WCVFRA Physicals – Must be performed by or under the oversight of an occupational health care physician.
2. The timeliness of physicals is mandated by the Volunteer's age thus the number of physicals will vary each year depending on the relative ages of the responding volunteers. 2023
 - Age 16 to 29 – one physical every 3 years - 37% of Responders
 - Age 30 to 39 – one physical every 2 years - 19% of Responders
 - Age 40 and above one physical each year - 44% of Responders
3. In addition, there are approximately 100 to 125 new recruits who need a physical each year. Some complete the training, and some do not but all need a physical.
4. Approximately 20 - 30 new Cadet Students need a Physical each year.
5. There should average about 400 to 550 physicals each year with all responders needing a physical every 3rd year.
6. Approximately 12% of volunteers receive physicals from outside employment. These physicals are submitted to the vendor and recorded by the vendor and approved by the vendor to be in compliance. The vendor currently charges a lower fee to perform this function. However, not all outside employers give physicals in compliance with the above age groups therefore many physicals are given during intervening years. For Ex. The City of Hagerstown only gives physicals every other year and so the annual physicals are picked up by WCVFRA in alternate years for those over 40.
7. The Vendor keeps all Medical records pertaining to all physicals and charges a fee to perform that function. The vendor issues a statement of Medical recommendation for each physical to the volunteer and mails an additional copy to the volunteer. A copy may be provided to the WCVFRA with the billing information or as needed. All records shall be securely filed by the vendor and kept for the legally mandated time period. Members may get a copy of their records by appearing in person to the vendor and signing the provided medical releases.
8. A Purchase order for each physical required is issued by the WCVFRA and forwarded electronically to the vendor. The vendor also reports the completion of the physical back to WCVFRA electronically through software provided by WCVFRA and as part of the billing information.
9. Medical services must be provided Monday thru Friday during normal business hours with the possibility of date specifically scheduled evening or weekend hours upon request – a minimum number of physicals may be specified for an additional time period and additional vendor fees may apply.
10. After hours exposures or post-accident medical procedures shall be handled by the standard emergency room physicians or appropriate available providers but shall be followed up by the vendor for tracking, testing, and monitoring.

In addition to the following physicals the following vaccines or tests may be administered either during the volunteer physical or by separate appointment depending upon the volunteer's medical requirements and past medical history.

Hepatitis B Vaccine

Hepatitis B titers (immunization check)

Hepatitis C testing

Annual PPD testing

Tetanus/Pertussis Vaccine (if out of date or never had it)

Tracking, testing, and monitoring follow-up of Blood Borne pathogen exposures.

MVA Post accident drug testing for any volunteer involved in an accident both blood and urine tests.

THERE ARE 2 LEVELS OF PHYSICALS

- 1. Level I** – For those individuals not actively engaged in Firefighting and Emergency Medical Services patient care, but those providing auxiliary support near the active incident zone, such as Fire Police, Emergency Support Services Co.25, Photo team, Chaplains or others performing a similar support function who may respond to an incident.

Approximately 125
Physical Exam
Snellen Distance vision screen
Height
Weight
Blood Pressure
Audiogram
PPD
Lipid Profile
Urinalysis
EKG

A Stress Test, separately scheduled, may be given if the providing medical physician feels there is a medical need.

2. **Level II** – For those individuals actively engaged in Firefighting and Emergency Medical Services patient Care or Transport. (Also required to begin MFRI training for new recruits or to attend the WCVFRA High School Cadet Program)

Approximately 400

Physical Exam,
Snellen Distance Vision Screen
Spirometry
Height
Weight
Blood Pressure
Audiogram
PPD
Lipid Profile
CBC
Comprehensive Metabolic Profile
Urinalysis
EKG

A Stress Test, separately scheduled, may be given if the providing medical physician feels there is a medical need.

CXR (2 view) for members with history of positive PPD and no baseline record.

3. In addition – Vender shall compile health statistics regarding body mass indexes, distance vision acuity, blood pressure levels, smoking patterns, hearing acuity, age group characteristics, the number of members referred to primary care for follow up and chronic/congenital diseases, which may impact the ability of the Association as a whole to comply with any required standards. These statistics shall be gathered by the vendor staff and presented to the association at regular intervals. Occupational medicine physician would be available to consult with Association staff in evaluating this information to aid in projecting future programming to improve the health of volunteers and ongoing wellness program development.

**PUR-1612
FORM OF PROPOSAL**

PHYSICAL EXAMINATION SERVICES

The Firm Of: _____

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

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____ Addendum No. 4 _____
 Addendum No. 5 _____ Addendum No. 6 _____ Addendum No. 7 _____ Addendum No. 8 _____

for the following contract prices:

ANNUAL TOTAL SUM FEES BASED ON ESTIMATED ANNUAL QUANTITIES (The County guarantees neither a minimum/maximum number of services to be performed):

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES				
Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
1 a.	Pre-Placement Physical _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	85 each	\$ _____ (figures)	\$ _____ (figures)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
1b.	Pre-Placement Physical Testing _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	85 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
2.	Pre-Placement Physical (Including CDL requirements) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	45 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
3.	Pre-Placement Physical (Sheriff uniformed officers) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	25 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
4	Pre-Placement Physical Fitness Screening (Sheriff uniformed officers) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	25 each	\$ _____ (figures)	\$ _____ (figures)
5	Pre-Placement/Annual Physical (Firefighter/Paramedic) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	25 each	\$ _____ (figures)	\$ _____ (figures)
6a.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) CBC _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	50 each	\$ _____ (figures)	\$ _____ (figures)

Bidder's Name _____

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
6b.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) CMP _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	50 each	\$ _____ (figures)	\$ _____ (figures)
6c.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) Lipid Panel _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	50 each	\$ _____ (figures)	\$ _____ (figures)
6d.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) Urinalysis _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	50 each	\$ _____ (figures)	\$ _____ (figures)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
6e.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) PSA (Males over 40) _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	30 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
6f.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) Chest X-ray _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	55 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
6g.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) HIV 1 & 2 Antibody/HIV-1 Antigen _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	55 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
6h.	Pre-Placement/Annual Lab Testing (Firefighter/Paramedic) TB Gold _____ Dollars (Written) _____ Cents (Written)	25 each	\$ _____ (figures)	\$ _____ (figures)
7.	Drug and Alcohol Testing for CDL Holders and Safety Sensitive Positions _____ Dollars (Written) _____ Cents (Written)	84 each	\$ _____ (figures)	\$ _____ (figures)
8.	DOT Pre-Employment Drug Test _____ Dollars (Written) _____ Cents (Written)	45 each	\$ _____ (figures)	\$ _____ (figures)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
9.	Non-DOT (Panel 8/Panel 10) Pre-Employment Drug Test _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	85 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
10.	DOT Examinations _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	175 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
11.	Fitness for Duty/Consultation Services _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	10 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
12.	Return to Work Examination _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	10 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
13.	Return to Work Drug Screen Testing _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	30 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
14	On the Job Injury – Office Visit _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	75 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
15a.	Hearing Test - Initial Baseline _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	30 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
15b.	Hearing Test – Annual Check _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	75 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
16.	Respiratory Clearance Exams _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	25 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
17.	Respiratory Annual Evaluation _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	85 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
18.	Spirometry Testing _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	50 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>
19.	Hepatitis B Shots _____ Dollars <i>(Written)</i> _____ Cents <i>(Written)</i>	20 each	\$ _____ <i>(figures)</i>	\$ _____ <i>(figures)</i>

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
20.	Hepatitis A Shots _____ Dollars (Written) _____ Cents (Written)	40 each	\$ _____ (figures)	\$ _____ (figures)
21.	Hepatitis C Antibody _____ Dollars (Written) _____ Cents (Written)	50 each	\$ _____ (figures)	\$ _____ (figures)
22.	TB Testing _____ Dollars (Written) _____ Cents (Written)	85 each	\$ _____ (figures)	\$ _____ (figures)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
23.	Flu Shots (Including H1N1 strand) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	450 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
24.	Lead Blood Test _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	15 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
25.	Heavy Metals, Urine Test _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	60 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
26.	EKG (for Firefighter/Paramedic) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	75 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
27.	Stress Test (Firefighter/Paramedic over age 40) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	5 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
28.	OSHA Questionnaires (Firefighter/Paramedic providers) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	80 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
29	Hepatitis B Surface Antibody _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	75 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
30	Hepatitis A & B Combination Shots _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	15 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
31	Tetanus/Diphtheria Shots _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	5 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

Bidder's Name

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
32	Blood Sugar Finger Stick _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	15 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
33	Testing of Split Specimen _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	5 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
34	Per member FTA Random Drug & Alcohol Consortium Fee _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	45 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
35	Per member DOT Random Drug & Alcohol Consortium Fee _____ Dollars _____ Cents (Written)	210 each	\$ _____ (figures)	\$ _____ (figures)
36	Per member Safety-Sensitive Random Drug & Alcohol Consortium Fee _____ Dollars _____ Cents (Written)	135 each	\$ _____ (figures)	\$ _____ (figures)
37	Per member Safety-Sensitive (Sheriff's Office) Random Drug & Alcohol Consortium Fee _____ Dollars _____ Cents (Written)	275 each	\$ _____ (figures)	\$ _____ (figures)

Bidder's Name

SECTION I: TESTS FOR WASHINGTON COUNTY EMPLOYEES

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
38	Per member FAA Random Drug & Alcohol Consortium Fee _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	10 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
39	Per member Safety-Sensitive (Firefighters) Random Drug & Alcohol Consortium Fee _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	75 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
1	Fire and Rescue Physical Level I _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	125 each	\$ _____ (figures)	\$ _____ (figures)
2	Fire and Rescue Physical Level II _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	400 each	\$ _____ (figures)	\$ _____ (figures)
3	Return to Work Examination _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	15 each	\$ _____ (figures)	\$ _____ (figures)

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
4	Spirometry Test _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	400 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
5	Hepatitis B Shots _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	100 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
6	EKG _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	400 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
7	Stress test (ALS providers over 40) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	5 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
8	OSHA Questionnaires (ALS providers) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	400 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
9	Hepatitis B Surface Antibody _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	200 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
10	Hepatitis C Test _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	250 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
11	Annual PPD Test _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	400 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
12	Hepatitis A & B Combination Shots _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	150 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

Bidder's Name

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
13	Tetanus/Diphtheria/Pertussis (tdap) _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	150 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
14	Fire/Rescue MVA Post-Vehicle Accident Blood Test and Urinalysis _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	10 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
15	Fire/Rescue Tracking, testing, and monitoring follow-up of Blood Borne pathogen exposures that may be initially treated after hours at a medical facility _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	80 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)

Bidder's Name

SECTION II: TESTS FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION PERSONNEL

Item No.	Unit Item Description/ Written Unit (Each) Cost	Estimated Annual Quantity Unit-Each	Unit Price (Figures)	Total Price (Figures)
16	Fire/Rescue: Review of Outside Physical Exam _____ Dollars (<i>Written</i>) _____ Cents (<i>Written</i>)	65 each	\$ _____ (<i>figures</i>)	\$ _____ (<i>figures</i>)
<p align="center">TOTAL SUM PROPOSAL (Sections I and II)</p> <p align="center">_____ Dollars (<i>Written</i>)</p> <p align="center">_____ Cents (<i>Written</i>)</p> <p align="center">\$ _____ (<i>figures</i>)</p>				

BIDDER MUST SIGN HERE

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

Firm Name: _____

Address: _____

Authorized Signature: _____

Name & Title Printed: _____

Telephone No.: _____ FAX No. _____

E-mail Address: _____

Date: _____ Federal Employer's Identification No. _____

EXCEPTIONS: Any exceptions taken to this Request for Proposal must be conveyed clearly, concisely, and completely in writing. Literature may be attached to support any exception but shall not be considered by itself.

(If no exceptions are being taken, state NONE)

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

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County, 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 one policy and WCVFRA on a second 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 prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**PUR-1612
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
(Print Signer's Name) (Print Office Held)

named Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)
in the above-named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

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

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

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: _____

Government Wide Debarment and Suspension

Physical Examination Services

PUR-1612

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

PROVISIONS FOR OTHER AGENCIES

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	WASHINGTON COUNTY PUBLIC SCHOOLS
_____	_____	WASHINGTON COUNTY HEALTH DEPARTMENT
_____	_____	OTHER WASHINGTON COUNTY MUNICIPALITIES
_____	_____	HAGERSTOWN COMMUNITY COLLEGE
_____	_____	CITY OF HAGERSTOWN
_____	_____	FREDERICK COUNTY COMMISSIONERS
_____	_____	OTHER FREDERICK COUNTY MUNICIPALITIES
_____	_____	ALLEGANY COUNTY COMMISSIONERS
_____	_____	BOARD OF EDUCATION OF ALLEGANY COUNTY
_____	_____	OTHER ALLEGANY COUNTY MUNICIPALITIES
_____	_____	ALLEGANY COMMUNITY COLLEGE
_____	_____	CITY OF FROSTBURG
_____	_____	CITY OF CUMBERLAND
_____	_____	GARRETT COUNTY - GENERAL SERVICES
_____	_____	BOARD OF EDUCATION OF GARRETT COUNTY
_____	_____	OTHER GARRETT COUNTY MUNICIPALITIES
_____	_____	GARRETT COUNTY COMMUNITY COLLEGE
_____	_____	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes must be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____	Addendum No. 2 _____	Addendum No. 3 _____
Addendum No. 4 _____	Addendum No. 5 _____	Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

___ *Signature to Bids*

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO.: _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No