



COORDINATING COMMITTEE

PUR-1652 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS AND EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS

STRATEGIC BUSINESS AND ECONOMIC DEVELOPMENT PLAN STUDY

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals (Q&E/Technical Proposal) and Price Proposal Submittals from qualified firms to provide a Washington County Strategic Business and Economic Development Plan Study. These services are to be provided in accordance with the scope of work contained in the Request for Proposals (RFP).

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

The format for submittals, information regarding the scope of work, and the criteria to be used by the Committee are available from the Washington County website: <https://www.washco-md.net/purchasing-department/purch-open-invites/> or for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, telephone 240-313-2330.

A Pre-Proposal Conference/Teleconference will be held on **Monday, November 27, 2023, at 10:00 A.M. (EDT/EST)** in the Washington County Administration Complex, Third Floor Conference Room No. 3000, 100 West Washington Street, Hagerstown, Maryland. All interested proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

All interested firms shall submit one (1) original and five (5) copies of their Qualifications and Experience information enclosed in a sealed opaque envelope marked "**Q&E/Technical Proposal – (PUR-1652) Strategic Business and Economic Development Plan Study**" and one (1) original and five (5) copies of their Price Proposals in a separately sealed opaque envelope marked "**Price Proposal – (PUR-1652) Strategic Business and Economic Development Plan Study**", with the firm's name and address clearly written on the outside of both envelopes to the Office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M. (EDT/EST), Wednesday, December 20, 2023**. The Washington County Coordinating Committee will evaluate the proposals. Failure to comply with providing the required information for the Committee's review may result in disqualification. The County intends to open and review each firm's Q & E to

evaluate qualifications and experience first. If the Q & E is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q & E's considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm's return address located on the outer packaging. *Facsimile Bids or any electronic bid submission will not be accepted.*

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

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

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

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

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

**PUR-1652
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE /
TECHNICAL PROPOSALS AND PRICE PROPOSALS**

STRATEGIC BUSINESS AND ECONOMIC DEVELOPMENT PLAN STUDY

November 16, 2023

1.0 INTRODUCTION:

Qualified firms are hereby invited to submit a proposal to provide a Washington County Strategic Business and Economic Development Plan Study for the Washington County Department of Business and Economic Development (DBED) on behalf of the Board of County Commissioners of Washington County, Maryland.

Interested firms shall provide Qualifications and Experience (Q&E)/Technical Proposal Proposals concurrently with Price Proposals in separately sealed envelopes. The County intends to open and review each firm's Q&E/Technical Proposal to evaluate qualifications and experience. If the Q&E / Technical Proposal is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q&E / Technical Proposals considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm.

I. PROJECT:

- A. The Washington County Department of Business and Economic Development (DBED) on behalf of the Board of County Commissioners of Washington County, Maryland, is seeking a professional Contractor Team to prepare an Economic Development Strategic Plan (EDSP) that not only builds on the economic development work already completed or underway; but one that furthers the efforts of our community and introduces new strategies of proven success. The Contractor Team will work with the community to understand economic development concerns and interests and to help guide the discussion about what is feasible in Washington County, MD with respect to economic development and the resources available.
- B. It is expected that the selected firm will prepare an EDSP that contains specific economic development goals, strategies, and an implementation plan, outlining timing, anticipated costs, funding sources, and who will be responsible for each implementation action. The selected Contractor Team will be one that has demonstrated experience in the preparation of economic development strategic plans for local jurisdictions. The County views effective public and business community outreach, and high-quality, user friendly, graphic design documents, as important to the creation of this plan.

- C. The EDSP will provide a framework to increase the tax base and job creation numbers of Washington County, Maryland, by enhancing the business climate and creating higher paying jobs. The goal is to sustain and expand the economic base to provide for a high quality of life for all residents. It is hoped that the plan will present a key set of strategies, with action items, that build upon the current asset base of Washington County, MD.
- D. By identifying how to overcome challenges and by facilitating growth and expansion of existing businesses, as well as attracting new businesses, the activities resulting from a well-conceived EDSP will have enormous positive impact. A well-conceived EDSP will not only increase employment but will position the county to become an emerging location within the Mid-Atlantic Region as an attractive place for investment and relocation.
- E. The strategies developed must also address both the needs and impediments for existing business while defining methods for attracting and growing new business areas of opportunity. Identifying and maintaining a balance between the two is necessary to ensure success.
- F. The plan should answer these questions:
 - a. What is the current economic base of Washington County, Maryland, and the surrounding region?
 - b. What are the opportunities for economic base expansion in the region that Washington County can look to capitalize on?
 - c. What must we do in a coordinated effort to take advantage of all opportunities?
 - d. How can we most effectively deploy our human and financial capital to achieve our goals?
 - e. What are the characteristics of our workforce in the county and in the region from where we can realistically draw? How does our workforce meet the needs of the targeted industries or strategies listed in the plan and what are our workforces' strengths and areas of improvement?
 - f. How do the entrepreneurial ecosystems in the county meet the needs for startups in our community? And what are its strengths and areas of improvement?
- G. The plan is also expected to detail how the existing structure of the Department of Business and Economic Development staffing meets or does not meet the needs required to implement the EDSP.
- H. DBED is the recipient of certain federal grant funds that will be used to support the Study and will provide the support staff needed to coordinate the work efforts of the specialized Contractor's Project Team.

II. SCOPE OF WORK

- A. Washington County looks to the Contractor Team to present a cost-effective fee proposal to complete the Scope of Work. The estimated schedule for completion of the report is six months. A completed report would include involvement of the community, an EDSP Steering Committee, and any associated EDSP Task Forces(s). This will allow time for scheduling, receiving, and incorporating input.

B. The following Scope of Work is provided to guide and not limit the Contractor Team. The Scope of Work outlined below is the minimum required. It is intended to produce an Economic Development Strategic Plan that focuses on the economic growth in Washington County for the next ten (10) years. The goal is to develop economic development programs, initiatives and policies to support business, grow Washington County's real estate and sales tax base, retain businesses and jobs, grow the workforce, and strategically grow targeted business sectors. The Plan should contain a list of achievable and measurable goals, the employee roles identified to perform those activities, the steps necessary for implementing activities that have the greatest potential for creating and retaining jobs, as well as strengthening the local tax base in Washington County. The Scope of Work shall include the following tasks:

C. Tasks:

Task #1 -Review the County and Municipal Documents; Attend Kick Off Meeting

Description: The purpose of Task #1 is to ensure the Contractor Team is familiar with all pertinent economic development policy documents and initiatives and, most importantly, based on its review and discussions with staff, prepares an approach to integrate planned development across all nine incorporated municipalities' future economic development growth strategies and market growth trend factors.

The major policy documents for review include:

1. Washington County Comprehensive Plan Feedback – New report being created January 2024 as well as previous plan 2002.
2. City of Hagerstown Comprehensive Plan
3. City of Hagerstown City Center Plan
4. Washington County Zoning Laws
5. Washington County Permit “rules”
6. Previous Washington County, MD Economic Development plans.
7. Review Housing Task Force Report created by Greater Hagerstown Committee and the Hagerstown/WashCo Chamber of Commerce
8. Recent Economic Development reports or newsletter from our regional counties

As part of Task #1, the Contractor Team shall attend and speak (if necessary) at the County Commissioners public meeting at which the Contractor contract is approved.

Immediately upon execution of the contract, the Contractor Team will review the listed documents. Upon completion of the review of the documents, the Contractor Team will participate in a kick-off meeting with the County Staff and a separate kick-off meeting with the EDSP Steering Committee.

- A. Discuss project goals, identify potential constraints or issues, and community involvement strategies; and
- B. Review the scope, schedule, and deliverables.

Following the meetings, the Contractor Team will provide:

- A. Memorandum detailing the approach for developing the background report for the ESDP; and
- B. Detailed project schedule, including planned dates for submittal of drafts and final versions of deliverables.

Deliverable:

- a) Memorandum on approach for developing the background report for the ESDP
- b) Detailed Project Schedule
- c) Attend Commissioners Public Meeting to introduce Contractor Team
- d) Kick-off meeting with County staff
- e) Kick-off meeting with EDSP Steering Committee

Task #2 – Countywide Demographic and Economic Analysis

Description: The Contractor Team will supplement the background materials identified in Task #1 with additional quantitative and qualitative analysis. Task #2 will provide the local and regional context for preparing a targeted approach and marketing plan to attract specific commercial and industry clusters to Washington County. This is essentially the analysis of “Where are we now”. The sub-tasks are described as follows:

- 1. **Review of Existing Data-** The Contractor Team will review current demographic and socioeconomic data (prefer post Pandemic), employment data and labor force characteristics, sales tax revenue and other pertinent economic and market data studies.
- 2. **Business Sector and Consumer Demand Analysis-** The Contractor Team will provide a more fine-grained understanding of Washington County’s economy relative to the State of Maryland, the Region, the Nation and other comparable communities.

This sub-task should include preparation of a market segmentation of the County’s retail, commercial, and industrial sectors. This should also include a local industry analysis with sectoral and cluster analysis. This may also include analysis such as Location Quotient and Shift-Share to get an accurate picture of the County’s economic base. The Contractor Team will analyze:

- A. Washington County’s business sector by employment size, wages, tax generation, educational attainment levels, and other relative metrics. This analysis will be placed in the context of regional trends. Review of existing local industries by their four-digit NAICS code to determine those that are: 1) Well positioned and expected to grow, 2) Emerging and a good match for the community, and 3) Currently not present but a good match. List comparative advantages and disadvantages to similar, competitive markets.
- B. Which commercial and industrial sectors would realistically be attracted to the county and would fit into the overall vision and goals?
 - 1. This analysis should take into account the cost of living for our community and focus on the attraction of employment opportunities that provide wage

levels at or above this level, as to create jobs that pay enough for people to thrive in Washington County, MD.

- C. The competitiveness of Washington County's business parks, shopping centers and districts, in terms of lease rates, rent structures, supply and quality of product, tenant mix, and performance in the context of the region.
- D. Washington County's retail sectors by consumer behavior, spending volume, demographics, and where Washington County consumers live and work. This step is intended to: 1) help define Washington County's retail market leakages and surpluses (if any); 2) who shops here (e.g., where do they live and work); 3) shape future marketing and branding efforts, and; 4) distinguish Washington County's retail market from the surrounding and competing areas.
- E. Identify the strengths or weaknesses of the existing entrepreneurial ecosystem, basically the ability to grow our own employment base.

3: Stakeholder Focus Groups- The Contractor Team will conduct focus group meetings (identify the number in response) with below entities (list considered suggestive and not all-inclusive). Identify proposed number of included meetings as well as costs for unanticipated additional meetings deemed necessary through the creation of the EDSP:

- A. Important business sectors identified through the process (manufacturing, hospitality, health care, ect.).
- B. Major commercial and retail brokers, property owners, and developers; and
- C. Identified County and City Community Stakeholders
 - a) Hagerstown/Washington County Chamber of Commerce
 - b) CHIEF
 - c) Greater Hagerstown Committee (GHC)
 - d) Western Maryland Consortium
 - e) Tri-County Council of Western Maryland (TCC)
 - f) Horizon Goodwill Industries
 - g) Municipal Leadership or Economic Development Groups
 - h) Visit Hagerstown – Convention and Visitors Bureau
 - i) Hagerstown Community College (HCC)
 - j) University System of Maryland Hagerstown (USMH)
- D. County and City of Hagerstown Economic Development leaders
- E. Financial Service Providers
- F. Community as a whole or Citizens at large (Public Meeting)

- 4: **SWOT Analysis-** Using the results of the previous tasks, the Contractor Team will prepare a conclusive summary of Washington County's primary strengths, weaknesses, opportunities, and threats (SWOT) that directly impact economic competitiveness. SWOT is open to the most current definition of the strategy and the Contractor team is requested to identify the leading best practice in the industry of Economic Development strategic planning. This historically included specific industries and user/ tenant profiles that might be interested in locating and/or expanding in Washington County, and a brief explanation for why they might be interested in Washington County.
- 5: **Economic Development Background Report-** The Contractor Team will prepare an Economic Development Background Report for public distribution that summarizes the key findings from Task 2. As public documents, the Background Report and the final EDSP are envisioned to be "user-friendly", easy-to-understand documents, organized around graphics, tables, and charts. An Executive Summary section will describe the County's economic context, highlight the most significant findings, and identify major topics to guide public discussion.

The County intends to use the Background Report to identify its comparative advantages and to positively distinguish itself at the local, regional and state levels. The Background Report will also provide the statistical and factual underpinning for the EDSP and allow for the formation of realistic Goals, Objectives, and Strategies.

The Contractor Team will work with County Staff to identify topics for public discussion and how to best use the Background Report to guide the community engagement process.

The Contractor Team will deliver an Administrative Draft to the County staff for review and present it to the EDSP Steering Committee.

Deliverable:

- a) Contractor to provide detailed list of dates and deliverables.

Task #3 - Community Engagement

Description: The Contractor Team will recommend a range of innovative options to engage the community in a meaningful public discussion. The points of engagement may include a combination of workshops, social media communication tools, and/or on-line public opinion instruments.

1. The Contractor Team will be responsible for developing content for the recommended public engagement tools and the facilitation of any public forms. These tools and the content shall be drafted while the Administrative Background Report is being developed. These tools should be shared with county staff and the EDSP team for their feedback prior to being used.
2. The Contractor Team will present the results of the public engagement process and discuss their implication with the EDSP Steering Committee.

Deliverable:

- a) Contractor to provide detailed list of dates and deliverables.

Task #4 – Draft Economic Development Strategic Plan and Implementation Plan

Description: Parts of Task 4 may run concurrently with Tasks 2 and 3. The Contractor Team will incorporate the results of the previous tasks to draft an initial document framework (strategic focus areas) for review by County Staff. Based on comments by County Staff, the Contractor Team will prepare an Administrative Draft of the Economic Development Strategic Plan. The Strategic Plan will describe:

1. Washington County's place in the market.
 2. Identify primary opportunities and challenges.
 3. Identify Targeted Industries – taking into account the prevailing living wage in the community to create realistic targets.
 4. Identification of major industries for business attraction and retention efforts.
 5. Primary goals and objectives that will guide the County's economic development efforts through the next five (5) (Short-term) and ten (10) years (long-term).
 6. Provide a measure of growth in the employment base and wages in correlation with cost of living.
 7. Detailed housing strategy appropriate for the job growth created since Covid Pandemic.
 8. Recommendations on the current structure and staffing of our Department of Business and Economic Development to meet the needs required to implement the EDSP.
- 1: Realistic Goals, Objectives, and Strategies-** Through the identification of needs informed by the community assessment, frame the key issues most affecting the community's economic development. Based on this framework, develop strategic goals and objectives. Identify feasible growth and development options, given the external environment and internal opportunities and constraints. Recruit and engage stakeholders-citizens from every sector of the community- to inform and review strategic goals, objectives, and options. These efforts culminate in the drafting of the strategic plan.
- 2: Identify, Evaluate, And Prioritize Projects-** Identify potential projects to maximize or create opportunities, or minimize threats to achieve economic goals. Prioritize the projects based on the best approach and return on project. These projects should be in line with the strategies designed for reaching the goals. Determine the availability of resources to help in execution of projects. Develop benchmarks to measure future performance and define what is successful. Recruit and engage community stakeholders to inform and review the identification and prioritization of projects.

3: Developing Plans of Action- Set out the sequence of events and resources necessary to achieve the goals, including overhead, staff, information, and financial capital. This includes defining the physical steps to take to accomplish explicit goals and objectives. Action Plans should be associated with the strategies and related projects identified in earlier steps. Recruit and engage community stakeholders to inform and review the plans of action.

4: Implementing Plans- The Implementation Plan will identify specific actions, a lead organization or department, supporting agencies and partners, funding sources, and time frames. The Contractor Team will present an Administrative Draft of the EDSP and Implementation Plan to EDSP Steering Committee for review and comment. Both documents are intended to be ‘user-friendly’ and easy-to-understand documents, organized around graphics, tables, charts, and matrices.

5: Monitoring and Evaluating Outcomes- The Contractor Team will develop measurement tools to assess, monitor, and improve the action strategies on an ongoing basis. This is to monitor and measure the effectiveness of the plan and related programs that will allow adjustment of the plan to meet changing conditions. Make sure goals and projects remain realistic and are worthwhile, and still fit into the changing economy.

After receiving comments from county staff and the EDSP Steering Committee, the Contractor Team will deliver a revised Draft EDSP to be presented to the community and the Washington County Board of County Commissioners.

Deliverable:

- a) As needed, attend meetings of the EDSP Steering Committee to present and/or review changes to the Administrative Draft of the EDSP.
- b) PowerPoint presentation of the Draft EDSP to the Washington County Commissioners at the public hearing.
- c) Target Industries Report
- d) Project Identification and Ranking Report
- e) Plans of Action Matrix
- f) Measurement Tools
- g) Administrative Draft of the EDSP and Implementation Plan
- h) Revised Draft EDSP and Implementation Plan

Task #5 – Steering Committee, County Commissioner Meetings, and Conference Calls/Virtual Meetings

Description:

1. Meetings with Staff and EDSP Steering Committee

The Contractor Team will participate in regularly scheduled in-person meetings and/or bi-weekly conference calls or virtual meetings with relevant County staff,

and on an as-needed basis. The Contractor Team will regularly contact County staff to provide project updates, coordinate the project schedule and deliverables, and gather information as needed.

2: County Commissioners Public Meetings

The Contractor Team may attend Public County Commissioners meetings as required. This is in addition to the meeting related to the contract. The timing of these meetings will be finalized with County Staff.

Deliverable:

- a) PowerPoint Presentations as required.
- b) Participate in conference calls or virtual meetings as needed.
- c) Attend regularly scheduled in-person meetings.
- d) Attend and present at County Commissioners meetings.
- e) Proposal to include Contractor price for minimum stated number of meetings and then a per meeting price if additional meetings are deemed necessary.

Task #6 –Final EDSP and Implementation Plan

Description: The Contractor Team will incorporate any input received from staff, steering committee, County Commissioners, community members, and deliver a final Economic Development Strategic Plan and Implementation Plan within 60-days of completion of research and engagement period.

Deliverable:

- a) PowerPoint presentation of Final EDSP and Implementation Plan to County Commissioners.
- b) Final EDSP and Implementation Plan provided both in digital and hard-copy format.

III. SUBCONTRACTORS

Sub-Contractors determined to be a party to the “Contractor Team” may be used to assure adequate coverage of the various areas of technical expertise required under this Contract. Approval of the Sub-Contractors must be obtained based on the information submitted in the Qualifications and Experience submittals. Failure of any Sub-Contractor to be considered acceptable may result in the Contractor submittal being considered non-responsive, non-responsible.

IV. COMPENSATION

- A. The Contractor will be compensated on a lump sum basis.

- B. Once the Purchase Order is issued, the Contractor shall proceed with the development of the Plan, invoicing the County on a monthly basis for actual work completed. Submitted along with the invoice shall be a narrative describing work completed during the period. **Failure to include this information with the invoice will result in rejection of the invoice.**
- C. Fees will include office space, hardware, software, support, field equipment, supervision, travel, printing, and copying expenses necessary to complete required tasks. No compensation will be provided for mileage.

V. EXTRA WORK

- A. The Contractor's Price Proposal shall include a quotation of hourly rates for each classification of employee to be used on this project. These hourly rates shall be used as the basis for compensation for extra work and shall include the Contractor's total costs for actual payroll, fringe benefits, overhead, transportation, expenses, profit, and incidentals (the actual breakdown for these hourly rates is not required). Failure to include this information will render the submission non-responsive.
- B. In the event extra work becomes necessary, the Contractor will furnish a detailed scope of work to the County and the County will request the Contractor to establish a "not to exceed" cost for the required services. The County reserves the right to complete related services considered "extra work" in the best interest of the County.
- C. Upon agreement of the "not to exceed" figure by both parties, the Contractor will proceed with the necessary work and will invoice the County for the actual man-hours charged to that scope of work. The Contractor's invoice will be based on the hourly rates quoted in his or her Proposal. The total invoicing for the extra work will not exceed the previously agreed upon total cost without the written approval of the Director of Business and Economic Development.

VI. QUALIFICATIONS

- A. The following employee classifications are to be assigned to the project under this contract. The County requires submission of resumes of individuals proposed for any given assignment. The Contractor shall submit information verifying the minimum qualifications set-forth herein as part of the proposal and the individual's resume. Individuals added to the assignment after the initial proposal is awarded, shall have a complete summary of qualifications submitted to the County for approval prior to commencing work on any given assignment. The County reserves the right to reject any individual deemed inappropriately qualified for an assignment and the Contractor may propose an alternative. Required classifications will be determined prior to issuing the Notice to Proceed for the project assignment.

Project Manager/Senior Researcher

1. Graduate of college/university with a bachelor's degree (master's degree preferred) in economics or closely related subject (Business, Mathematics).
2. Certifications shall include a combination of:

- a. Certified Economic Developer
 - b. Certified Business Economist
 - c. Certified Agricultural and Resource Economics
3. Fifteen (15) years' experience working in the field of Economics.
 4. Ten (10) years' experience in leading team in development of analytical report projects.

Research Analyst

1. Bachelor's degree (master's preferred) in a related field (e.g., quantitative methods, statistics, mathematics, marketing, marketing science, business).
2. Experience with market research advanced analytical techniques and approaches including (but not limited to):
 - a. Conjoint and choice modeling (ACA, CVA, CBC, ACBC, MBC)
 - b. Preference modeling (Maximum Difference Scaling, Anchored MaxDiff, Sparse MaxDiff, Method of Paired Comparison)
 - c. Segmentation modeling (Latent Class, CART/CHAID, cluster and ensemble analysis)
 - d. Data mining and advanced regression modeling
3. A minimum of five (5) years' experience in the custom Market Research Industry
4. Experience with market research analysis and approaches including (but not limited to):
 - a. Discriminant analysis
 - b. Adjusted chi-square residuals analysis
 - c. Factor analysis

Data Analyst

1. Bachelor's degree in business administration, Statistics, Marketing, or any related field from an accredited institution.
2. Five (5) years' experience providing:
 - a. Knowledge of statistical methodologies and techniques.
 - b. Business awareness and numerical ability.
 - c. Assuring the integrity of project data, including data extraction, storage, manipulation, processing and analysis.

- d. Analyzing data with standard statistical methods, interpreting the results, and providing written summary of data analyses.

VII. PROJECT SCHEDULE

- A. Washington County is interested in the timely completion of the Economic Development Strategic Plan. Qualified firms must submit a project schedule that would reflect the necessary amount of time required to complete the project. Contractor Team to provide detailed list of each deliverable and associated delivery dates.

VIII. INSURANCE REQUIRED

- A. The successful Contractor must show, prior to the execution of the Agreement and as required by the County during the term of the Agreement, evidence of appropriate insurance as outlined in the *Washington County's Insurance Requirements for Independent Contractors Policy*.

IX. PROPOSAL SUBMITTALS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Professional/Technical Services Selection that can be viewed at <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2023.pdf>. No proposal preparation expense will be paid by the County in response to this solicitation. The Coordinating Committee shall be comprised of the County Administrator, DBED Director (Chairman Designee), two Business Development Specialists, and Director of Purchasing. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- B. Two separate proposals shall be submitted. One shall be the Q&E/Technical Proposal of the Contractor or Contractor Team. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered responsible, qualified, and responsive to this request after detailed review of the Q&E/Technical Proposal by the Coordinating Committee. **(DO NOT INCLUDE ANY PRICE FIGURES IN THE Q&E/TECHNICAL PROPOSALS.)**
- C. The approval or disapproval of Contractors and Sub-Contractors will be determined by their response to this request and past performance. The Contractor shall make no assumptions as to this Committee's prior knowledge of qualifications.
- D. As a minimum, the **Q&E/Technical Proposal** submittal shall include the following:
 1. The Contractor responding to this RFP must provide the information on the firm's qualifications and experience, an organizational chart, qualifications of the project team, project manager's experience, previous similar projects and references, and references along with approach to services.
 2. Attach to each hard copy of the Q&E/Technical Proposal submittal and include a letter of interest explaining the firm's interest in working on this project. Include an "Executive Summary" which explains the firm's qualifications and experience

as they pertain to the Scope of Work/Deliverables. Also, include names and titles of the persons who will be authorized to make representations for the firm.

3. The following information related to your firm and/or your Team. If the use of sub-Contractors is proposed, similar information must be provided for each sub-Contractor.
 - a. Brief history of the firm, including the year it was established.
 - b. Names and curriculum vitae of the firm's principal(s). Indicate the amount of involvement the principal(s) will have if firm is the successful respondent.
 - c. Ongoing contracts/projects with current status and projected completion dates.
 - d. Firm's past performance and experience.
 - e. Detailed description of assignments undertaken within the past three (3) years that are similar in scope to those requested herein. Please specify whether each project is ongoing or completed. The description must identify each project:
 1. The Client (Include Contact Information).
 2. Description of Work.
 3. Duration of Project.
 4. Contact Person and Phone Number for Reference.
 5. Results/Deliverables of the Project.
4. The name, address, telephone number and email address of references not included immediately above, that would be capable of explaining and/or confirming your firm's capacity to successfully complete the scope of work outlined herein. References are required from the last five (5) years.
5. A narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods and approach to be used to complete the work. Identify any issues or concerns of significance that may be appropriate.
6. Conclusion, remarks, and/or supplemental information pertinent to this request.

E. As a minimum, the **Price Proposal** shall include the following:

1. The Proposal Form contained herein.
2. The proposal must be accompanied by a fully executed Non-Collusion / Anti-Bribery Affidavit executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of the Contractor, on the form provided.
3. Lump sum price to complete the scope of work defined herein.

4. Listing of hourly rates for each classification of employee to be used on this project as outlined in Section V herein.
 5. Conclusions, remarks and/or supplemental information pertinent to this request.
 6. Fully executed Government-Wide Debarment and Suspension Affidavit using the form provided herein.
- F. Any proposal may be withdrawn prior to the date and time set herein as the deadline for receipt of submittals. Any submittals not withdrawn prior to the deadline will constitute an irrevocable offer.
 - G. The County will have up to ninety (90) calendar days to review all Q&E/Technical Proposals. The Price Proposals of those submittals determined to be unacceptable to the Coordinating Committee will be returned to the Contractor, unopened.
 - H. Proposals received prior to the deadline will be opened in confidence. Proposals received after the deadline will be rejected and returned unopened.
 - I. The Contract will be awarded to the Contractor(s) offering the proposal considered most advantageous to the County. It is anticipated that the contract award will be made within ninety (90) calendar days after the receipt of proposals. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
 - J. Proposals must include the full name and address of proposed. Signature shall indicate his or her title and/or authority to bind the firm in a contract.
 - K. Proposals may not be altered or amended after they are opened.

X. METHOD OF AWARD AND TERMINATION

- A. The Committee will evaluate only the Q&E/Technical Proposal portion of the submittal. Contractors or Contractor Teams deemed qualified to complete the scope of work herein shall be "short-listed" for consideration and the price proposal step in the selection process. The committee retains the exclusive right to select Contractors based on their judgment of the best qualifying factors. The following factors that will be considered include, but are not limited to, those items outlined in Section XI below.
- B. The Committee will open the Price Proposals of those selected in Step #1 and evaluate the Contractor Cost Proposals. Contractors and/or Contractor Teams who take exception to the scope of work or the terms and conditions set forth in this RFP may be deemed non-responsive, and thus rejected.
- C. The Committee will recommend a Contractor or Contractor Team who is in the best interest of the County based on the findings of Item A and Item B above.
- D. The successful Contractor(s) will be required to enter into the contract agreement with the County, Attachment No. 4. This form shall be used. No modification will be permitted.

- E. Upon contract award, the County will clearly identify which proposed staff is considered acceptable to perform the services described herein. Individual approvals may vary throughout the project based on performance.
- F. The County reserves the right to request specific staff from those offered under contract. The Contractor shall make every reasonable effort to accommodate such requests. Repeated failure to accommodate such requests is cause to terminate the contract.
- G. Individuals assigned to a project by the Contractor shall be approved by the County and shall remain on the project for the duration of the required service. If a change in personnel is required due to circumstances beyond the control of the Contractor, the following will be required:
 - 1. Written notice shall be given to the County at least two (2) weeks in advance, if possible, requesting a change in personnel explaining why the change is necessary. Arbitrary rescheduling of personnel will not meet the approval of the County.
 - 2. The substitute personnel shall, as a minimum, meet the same required qualifications as the original personnel to be replaced, and their resume of experience and training shall be submitted for review and approval by the County.
 - 3. For any approved change of personnel, the original unit contract price shall remain fixed and will not be revised.
 - 4. Repeated requests of this nature shall be cause for the County to terminate the contract.
- H. Should the Contractor remove or attempt to replace personnel without written approval by the County, the County may terminate the contract. The Contractor shall be liable to the County for any cost incurred resulting from such action. Such cost shall be reimbursed to the County or deducted from the Contractor's fee as applicable.
- I. The County reserves the right to reject any of the Contractor's personnel, including any replacement personnel, at any time without explanation or recourse.

XI. CRITERIA USED TO DETERMINE QUALIFICATIONS AND EXPERIENCE

The following criteria may be considered when evaluating the qualifications and experience of the Contractors who have submitted proposals. This list is in general and not specific nor limited to these items:

- A. Quality and completeness of the proposal document submitted.
- B. Demonstrated experience and ability in the various professional services defined herein.
- C. Demonstrated ability to meet expected project schedules and completion times.
- D. Previous performance experience on other Washington County, MD contracts, if applicable.
- E. An evaluation of the firm's ability to perform on time and within approved budgets.

- F. Specialized expertise within the firm.
- G. Qualifications and experience of the staff members proposed for this contract.
- H. Assurance of professional licenses, certifications and registrations required under the RFP.

XII. RESERVATIONS

The County reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require. The County reserves the right to request interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County. The County reserves the right to not hold discussion after award of the contract.

XIII. PRE-PROPOSAL CONFERENCE/TELECONFERENCE:

A Pre-Proposal Conference/Teleconference will be held on **Monday, November 27, 2023, at 10:00 A.M. (EDT/EST)** in the Washington County Administration Complex Third Floor Conference Room No. 3000, 100 West Washington Street, Hagerstown, Maryland. All interested proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

XIV. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

Should any Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he/she should immediately request in writing an interpretation from: Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740, 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 Proposers in the form of addenda to this solicitation, 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 Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his/her bid 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), Monday, December 4, 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 issued by the Director of Purchasing to all interested parties.

XV. 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. Any agreement or contract resulting from the acceptance of the proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the

request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.

- C. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the DBED Director.
- D. 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 DBED Director.
- E. By submitting a proposal, the Contractor agrees that he/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, that he/she fully understands the obligations.
- F. Contractors are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- G. 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."
- H. Political Contribution Disclosure: The Contractor agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Election Law Article, Title 14, as amended from time to time, to which the Contractor may be subject.
- I. A portion of this work is funded from funds received through a grant from the Appalachian Regional Commission. The Contractor shall comply with all regulations and policies relating to work completed using federal grant funds.
- J. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> , email address is sdat.charterhelp@maryland.gov, and phone numbers are: (410) 767-1340 or (888) 246-5941.

- K. **Taxpayer Identification Number and Certification (Form W-9):** Proposers must provide, prior to any payment made under the contract resulting from this request, evidence of a Taxpayer Identification Number. The appropriate documentation for meeting this requirement is a copy of the Contractor's W-9 Form (Request for Taxpayer Identification Number and Certification). Note: A blank form may be obtained at www.irs.gov or from the County's Purchasing Department.

Compliance with Laws: The Proposer hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the, American Disabilities Act of 1990, 101-336, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.

All interested firms should send one (1) original and five (5) copies of the Qualifications and Experience Submittal enclosed in a sealed opaque envelope marked "**Q&E/Technical Proposal – (PUR-1652) Strategic Business and Economic Development Plan Study**" and one (1) original and five (5) copies of the Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – (PUR-1652) Strategic Business and Economic Development Plan Study**" no later than **4:00 P.M. (EDT/EST), Wednesday, December 20, 2023**. Submittals are due in the office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, MD 21740.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC/ljt

**PUR-1652
AGREEMENT**

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

AND

I. PARTIES

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

II. WORK EFFORT

- A. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal dated November 16, 2023 and all addenda (collectively the "RFP") and the Contractor's "Proposal" dated _____, 2023 (the "Proposal"), the contents of said RFP and Proposal are fully incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.
- B. The Contractor agrees to comply with all applicable federal, State and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Contractor may commence work within seven (7) days of receipt of written Notice to Proceed from the County, such notice being contingent upon the execution of this Agreement by the County and the Contractor. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Contractor and the County and as set forth in the accepted Project schedule as contained in the RFP.

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

IV. TERMINATION

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

- A.1 Except as provided in A.2 below, if the Contractor shall default in performance of this

Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate the Agreement.

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

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

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall stop work under this Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date of receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting there from and such other matters as the County may require.

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

V. DISPUTES

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

VI. AUDITS

- A. The Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance under this Agreement and any federal, State or local law, rule

or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor will provide proper facilities for such access and inspection.

- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subparagraph (A) above. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- C. Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project contemplated herein. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VII. DEFECTIVE WORK

The performance of services or County acceptance of required reports shall not relieve the Contractor from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate, or defective work shall be remedied by the Contractor on demand, within a reasonable time, and at no cost to the County. "Defective work" includes, without limitation, such matters as erroneous tabulations, incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. caused by error or omission, for a period of twelve (12) months after the final report delivery by the Contractor.

VIII. CHANGES

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

IX. WAIVERS

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

X. COUNTY FURNISHED DATA

All information, data, reports, records, and maps as exist and identified by the Contractor, available to the County without significant cost, and necessary for the work, shall be furnished to the

Contractor without charge by the County. The County shall cooperate with the Contractor in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Contractor for such support are made known to the County in advance of such need.

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

XI. DATA RELEASE

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

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

XII. REPORTS

Reports are to be provided as specified in the RFP.

XIII. MEETINGS

When requested by the County Project Manager or the Director of Business Development (the "Department"), selected employees of the Contractor shall attend meetings, conferences and presentations with County staff, public agencies, private organizations, and others concerned with this project.

XIV. PERSONNEL

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

XV. EQUAL EMPLOYMENT

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

The Contractor shall not:

(1)...fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges

of employment, because of such individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or

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

In addition, the Contractor further certifies that it now complies and will continue to comply with all Federal, State, and local laws and regulations pertaining to equal opportunity and equal employment practices.

XVI. PAYMENT

The Consultant hereby agrees to undertake the project for the following Lump Sum fee of _____ Dollars and _____ Cents (\$ _____) as set forth in the Proposal.

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

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

XVII. METHOD OF PAYMENT

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

The Consultant shall submit the original and two (2) copies of the invoice directly to the Department of Business Development Director, 100 West Washington Street, Hagerstown, MD 21740. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the Washington County Office of Budget & Finance for payment.

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

XVIII. CONFLICT OF INTEREST

A. No officer or employee of the County and no member of its governing body, and no other

public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.

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

XIX. EXECUTION OF CONTRACT

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

XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED

A. Professional Liability

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

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

B. General Liability

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

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

- C. The Contractor shall not hold the County liable for any injuries to employees, servants, agents, subcontractors, or assignees of the Contractor arising out of or during the course of services relating to this Contract.

- D. The Contractor shall provide to the County evidence of insurance coverage satisfactory to the County providing coverage, including but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters mentioned in subparagraph (A) and (B) of this section (i.e., \$1,000,000 for Professional Liability and \$1,000,000 for General Liability) and shall name the Board of County Commissioners of Washington County, Maryland, its agents, elected and appointed officials, commission members and Employees, as additional insureds under the Contractor's general liability policy.

XXI. COVENANT AGAINST CONTINGENT FEES

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

XXII. SUBCONTRACTING OR ASSIGNMENT

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

XXIII. DELAYS AND EXTENSIONS OF TIME

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

XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

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

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

XXV. AVAILABILITY OF DATA

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

XXVI. OWNERSHIP OF DOCUMENTS

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

XXVII. DISSEMINATION OF INFORMATION

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

XXVIII. SANCTIONS UPON IMPROPER ACTS

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

XXIX. RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor, Architect or Engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standards set forth in subparagraph A above, and such failure is made known to the Contractor within two (2) years after expiration of this Contract, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.

- D. The Contractor shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXX. CHOICE OF LAW

- A. This Contract was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Contract is intended to be a contract under seal and a specialty.
- B. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Contract, including, but not limited, to all questions concerning the validity of this Contract, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.
- C. The parties agree that any legal proceedings arising out of this Contract shall be litigated in the Circuit Court for Washington County, Maryland, if appropriate, or otherwise, any court of competent jurisdiction in the State of Maryland.

XXXI. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants:

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

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

XXX. NOTICE OF POLITICAL CONTRIBUTIONS

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

IN WITNESS WHEREOF, The parties have caused this Agreement **PUR-1652** to be executed by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

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

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

ATTEST:

Secretary

BY: _____ (SEAL)

Title

Address _____

Recommended for approval:

David A. Mason
Deputy Director – Solid Waste Department

Approved as to form and legal sufficiency for execution by the County:

Kirk C. Downey
County Attorney

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

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

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

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

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

PUR-1652
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVID

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

Contractor _____

Address _____

Telephone _____

I, _____, the undersigned, _____ of the above
named (Print Signer's Name) (Print Office Held)

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

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

**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 _____

STRATEGIC AND ECONOMIC DEVELOPMENT PLAN STUDY
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

FORM OF PROPOSAL
PUR-1652

The Firm of: _____

Address: _____

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

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

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

for the following amount.

(Amount shall be shown in both words and figures. The written amount shall govern.)

Lump Sum Fee: _____ (\$ _____)
Written **(Figures)**

Authorized Signature of Officer of Firm: _____

Printed Name and Title: _____

Telephone No.: _____

E-Mail Address: _____

Fax No.: _____

Federal Employer's Identification No.: _____

Date: _____

Remarks / Exceptions: (If no exceptions are taken, state NONE): _____

