

# Washington County Health Department



## ACCREDITATION/SELECTION COMMITTEE

1302 Pennsylvania Avenue, Room 306, Hagerstown, MD 21742 P: 240-313-3216 - F: 240-313-3344

[www.dhmh.maryland.gov/washhealth](http://www.dhmh.maryland.gov/washhealth)

**PUR-2017-01**

## REQUEST FOR PROPOSALS

### **TO DEVELOP A COMPREHENSIVE STRATEGIC PLAN TO GUIDE, SET PRIORITIES, DEVELOP OPPORTUNITIES AND STRATEGIES AND TO CLARIFY THE ROLE, MISSION AND VALUES OF THE WASHINGTON COUNTY HEALTH DEPARTMENT**

**November 28, 2016**

The Washington County Health Department of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals and Price Proposals from Consultants to develop and provide a Strategic Plan that presents the planning process, the research, the analysis, opportunities and strategies that will ultimately guide the Washington County Health Department endeavors for the next three to five years.

The Washington County Health Department Coordinating Committee will be evaluating submissions to this request and select a firm judged to be responsible and responsive to the request. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience/Technical Proposals as well as Price Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the Committee is available from either the Washington County Health Department, 1302 Pennsylvania Avenue, Third Floor, Room 306, Hagerstown, Maryland 217428, telephone 240-313-3216 or from the Washington County Health Department website: [www.dhmh.maryland.gov/washhealth](http://www.dhmh.maryland.gov/washhealth) by accessing the “**Services / Bid Invitations / Purchasing**”.

A Pre-Proposal Conference will be held on **Tuesday, December 13, 2016 at 2:00 P.M.** at the Washington County Health Department, Third Floor Conference Room #313, 1302 Pennsylvania Avenue, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged.

One (1) original and six (6) copies of submittals of Qualifications & Experience / Technical information from consultants enclosed in a *separately*, sealed opaque envelope marked “**Q&E / Technical Proposals – Strategic Plan Consulting Services**” and One (1) original and six (6) copies of the Price Proposal enclosed in a *separately*, sealed opaque envelope marked “**Price Proposal – Strategic Plan Consulting Services,**” must be submitted and time-stamped into the office of Brenda Cole, Washington County Health Department Purchasing Department, 1302 Pennsylvania Avenue, Third Floor, Room 306, Hagerstown, Maryland 21742, **no later 3:00 P.M. , (EDT, local time), Friday,**

*Request for Proposal*

**Strategic Plan Consulting Service**

**PUR-2017-01**

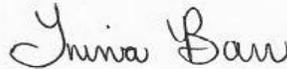
**Page| 1**

**January 13, 2017.** Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm. Inquiries should be directed to the Director of Purchasing at the above address, telephone 240-313-3216.

Washington County Health Department shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Washington County Health Department 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 240-313-3216 Voice, TTY 240-313-3391 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

Inquiries regarding this request should be directed to Brenda Cole, Purchasing at 240-313-3216. The Washington County Health Department reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract. The Washington County Health Department reserves the right to accept or reject any and/or all proposals, and to waive formalities, informalities and technicalities therein and to take whatever action is in the best interest of Washington County and the Washington County Health Department. The WCHD reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Trina Barr  
Administrator  
Washington County Health  
Department

Washington County Health Department



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**REQUEST FOR PROPOSAL TO DEVELOP A COMPREHENSIVE STRATEGIC PLAN TO GUIDE, SET PRIORITIES, DEVELOP OPPORTUNITES AND STRATEGIES AND TO CLARIFY THE ROLE, MISSION AND VALUES OF THE WASHINGTON COUNTY HEALTH DEPARTMENT**

**November 28, 2016**

**I. INTRODUCTION:**

The Washington County Health Department of Washington County, Maryland (hereinafter called "WCHD") is requesting Qualifications & Experience/Technical Proposals and Price Proposals from firms to develop a Strategic Plan for the Washington County Health Department.

**II. INTENT:**

The intent of this request is to seek proposals from firms interested in local health and to develop a Strategic Plan that will guide the WCHD through the next three to five years with priorities, opportunities and strategies, and to clarify WCHD's role and to confirm its mission and values.

**III. BACKGROUND:**

Background information on the WCHD can be found at <http://dhmh.maryland.gov/washhealth/Pages/home>.

**IV. SCOPE OF REQUIRED SERVICES:**

- A. The Consultant will help structure and facilitate a one day retreat, for identified staff, to discuss the development of a Strategic Plan.
  - 1. Topics to be Addressed
    - SWOT analysis of the structure, funding, and programs of the WCHD.

- Program Inventory and Analysis – Inventory existing program offerings and partnerships to service as a baseline to identify service gaps and opportunities for different delivery options, partnerships, and collaborations consistent with the WCHD’s mandates and consistent with community needs and the existing Washington County Local Health Improvement Plan.
  - Identification of Opportunities, Strategies and Vision – Refining the vision for the WCHD which identifies its priorities, opportunities and strategies, and clarifies WCHD’s role and confirms its mission and values.
- B. Consultant at the end of the retreat along with the WCHD accreditation team will draft a final plan document for review and presentation of the plan to the broader agency staff and community partners.

**V. QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSAL (Q&E/TECHNICAL PROPOSAL):**

Respondent shall respond to and reference each section and subsection. State also when your firm cannot accomplish the requested function. Respondent shall discuss each item in detail. Brief responses such as "meets requirements" or "exceeds requirements" will not be accepted.

*As a minimum, your **Q&E / Technical Proposal** shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in non-consideration of respondent’s services. (DO NOT INCLUDE ANY PRICE INFORMATION IN ANY TRANSMITTAL LETTER NOR IN THE QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSAL OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.)*

A. Philosophy

1. Describe your knowledge of public health, especially as practiced at the local level, and the role that community partnerships play in facilitating the agency’s work.
2. Describe any features or capabilities of your firm that you believe are notable.

B. Principals and Background

1. Submit the names, titles, and resumes of the "principal" actuarial staff member(s) who will be responsible for the development of the Strategic Plan during the performance of the contract.
2. Describe in depth the management team available to the "principal" actuarial staff member(s). Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephone consultations and on-site meetings.

3. In detail, give a clear articulation to the firm's approach to address the Scope of Work in this project.
4. Firms must have been in existence for a minimum of five (5) years. Submit a statement as to when your firm was established.

C. References

Provide at least three (3) present clients for which your firm provides services that relate to this type project. Include the name and telephone number of a contact person familiar with your firm's performance.

- D. Conclusions, remarks and/or supplemental information pertinent to this request.

**VI. PRICE PROPOSAL:**

- A. As a minimum, your **Price Proposal** shall include the following:

1. The Proposal Form contained herein (Attachment No. 1).
2. The proposal must be accompanied by a fully executed Affidavit (Attachment No. 2) executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the Consultant, on the form provided.
3. Conclusions, remarks and/or supplemental information pertinent to this request.

**VII. PRE-PROPOSAL CONFERENCE:**

A Pre-Proposal Conference will be held on **Tuesday, December 13, 2016 at 2:00 P.M. (local time)** at the Washington County Health Department, Third Floor, Room 313, 1302 Pennsylvania Avenue, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged. It is the Consultant's responsibility to become familiar with all information necessary to prepare a proposal.

**VIII. TERM OF CONTRACT:**

- A. The term of this contract shall be for only the one-day retreat and for the complete development of the Strategic Plan as requested by the WCHD.
- B. If the Consultant fails to comply with the specifications, he will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the WCHD reserves the right to terminate the contract.

**IX. USE OF EXISTING DOCUMENTS:**

The WCHD will cooperate to the fullest extent by making available to the Consultant all documents pertinent to this service that may be in the WCHD's possession. The WCHD makes no warranty as to the accuracy of existing documents, nor will the WCHD accept any

responsibility for errors and omissions that may arise from the Consultant having relied upon them.

**X. COMPENSATION TO THE CONSULTANT:**

- A. The Consultant shall be compensated for his/her services on a contract lump sum fee basis, at the end of the development of the final Strategic Plan and the acceptance by the WCHD. Services shall be proposed in the format shown on Attachment No. 1. The lump sum fee shall include all necessary personnel and out-of-pocket costs necessary to accomplish the related tasks.
- B. The Consultant shall invoice the WCHD for his/her services satisfactorily completed during that period. All invoices shall include a name, company name, address, phone number, Federal ID number or social security number; and, the description of the work performed. 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.

**XI. INSURANCE REQUIREMENTS:**

- A. The service provider must show, prior to the execution of an Agreement, evidence of appropriate insurance as outlined in the attached copy of Washington County's Policy of Insurance Requirements for Independent Contractors (Attachment No. 3).
- B. Professional Liability – The service provider must also show evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts, prior to execution of a contract with the County.
- C. Failure to maintain such insurance shall be grounds for immediate termination of the contract.

**XII. CONSULTANT 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 <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. The Washington County Health Department shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. The Coordinating Committee shall be comprised of the Health Officer, Deputy Health Officer, Director of Health Planning and Strategic Initiatives, Program Manager of Health Promotion, Coordinator of Special Programs, Fiscal Accounts Clerk Manager, and the Procurement Officer. The Washington County Health Department Coordinating Committee will evaluate responses to this request and select those firms judged to be most qualified.
- C. It is the Washington County Health Department's intent to open and review each firm's

Qualifications & Experience/ Technical Proposal to determine a firm's qualifications, experience and technical approach to the services. If the Selection Committee determines that a firm's Qualifications & Experience/Technical Proposal is acceptable, the envelope containing the firm's Price Proposal will then be opened.

- D. Since it is the Washington County Health Department's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) business days following notification.
- E. Selection criteria to be used by the Committee are:
  - 1. Managements approach to the project and philosophy towards strategic planning;
  - 2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
  - 3. Specialized experience and technical competence in performing relevant services in the past three (3) years, including qualifications of staff members who will be involved in these services;
  - 4. Oral presentations, if required;
  - 5. Composition of the principals and staff assigned to provide these services, particularly the proposed manager and immediate staff, and their qualifications and experience with services such as that being proposed;
  - 6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time.
  - 7. Firm's capacity to perform the work, giving consideration to current workloads;
  - 8. Firm's familiarity with local public health;
  - 9. References from previous clients (Section V.E.), including size and scope of the services, name and telephone number of contact person.
  - 10. Price Proposal.

**XIII. PROPOSALS AND AWARD SCHEDULE:**

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within thirty days (30) after the opening of proposals. The contract will be awarded to the service provider whose proposal, conforming to this request will be the most advantageous to the Washington County Health Department.

- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Proposals cannot be altered or amended after they are opened.
- E. Price Proposals of Consultants whose Qualifications & Experience/Technical Proposals were determined to be unacceptable to the Coordinating Committee will be returned unopened to the Consultant.
- F. The approval or disapproval of Consultants will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of his abilities.
- G. The Washington County Health Department reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- H. The Washington County Health Department is under no obligation to award a contract under this proposal.

**XV. TERMS AND CONDITIONS:**

- A. The Washington County Health Department reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. The Washington County Health Department reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the Washington County Health Department the services set forth above.
- D. The selected Consultant shall be required to enter into a contract agreement with the Washington County Health Department. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Washington County Health Department and shall contain, as a minimum, applicable provisions of this request for proposal. The Washington County Health Department reserves the right to reject any agreement that does not conform to this request for proposal and any Washington County Health Department requirements for agreements or contracts.
- E. Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Health Department.
- F. No reports, information or data given to or prepared by the Consultant under this agreement shall be made available to any individual or organization by the Consultant without the prior written approval of the Washington County Health Department.

- G. Consultants are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., General Provisions Article, Title 4. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to General Provisions § 4-335, 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 a trade secret or commercial information must be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- H. The Washington County Health Department shall not be liable for any costs incurred by the consultant in regard to preparation of your proposal.
- I. The Washington County Health Department reserves the right to request interviews.
- J. The Washington County Health Department reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of Washington County Health Department.
- K. The Washington County Health Department reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the Consultant agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- M. 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."
- N. The Consultant shall abide by and comply with the true intent of the RFP 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 Washington County Health Department, and as described herein.
- O. 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.

P. **GOVERNING LAW:** Any contract will be made and entered into in Maryland, and will be construed under the laws of Maryland. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

Q. **COMPLIANCE WITH LAWS:** If awarded a contract, the Consultant hereby represents and warrants:

1. 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;
2. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract; 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 the contract;
3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.

R. In addition to any other remedy available to the WCHD, breach of any of the services contracted herein shall, at the election of the WCHD, be grounds for termination. Failure of the WCHD to terminate the contract shall not be considered or construed as neither a waiver of such breach nor as a waiver of any rights or remedies granted or available to the WCHD.

S. **HOLD HARMLESS/INDEMNIFICATION:**

If a contract is awarded, the successful Consultant will be required to indemnify and hold the County, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Consultant's performance of the contract awarded.

Any property or work to be provided by the Consultant under this contract will remain at the Consultant's risk until written acceptance by the Washington County Health Department; and the Consultant will replace, at Consultant's expense, all property or work damaged or destroyed by any cause whatsoever.

**T. TERMINATION:**

Termination for Convenience: The WCHD may terminate a contract, in whole or in part, whenever the WCHD determines that such termination is in the best interest of the WCHD, without showing cause, upon giving written notice to the Consultant. The WCHD shall pay all reasonable costs incurred by the Consultant up to the date of termination. However, in no event shall the Consultant be paid any amount that exceeds the price proposed for the work performed. The Consultant will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Consultant has not performed or has unsatisfactorily performed the contract, the WCHD may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the WCHD. Failure on the part of a Consultant to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Consultant will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the WCHD in re-procuring and completing the work.

**U. AVAILABILITY OF FUNDS:** The contractual obligation of the WCHD under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

**V. INTERPRETATION:** The contract resulting from this proposal shall be construed under the laws of the State of Maryland.

**W. INTEGRATION:** These proposal documents, Consultant's response to this solicitation, and subsequent purchase order(s) to the successful Consultant contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

**XVI. AWARD:**

The WCHD shall award a contract to the lowest responsive, responsible Consultant for the services herein described based on the total lump sum price (On attached Proposal Form).

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

Should any Consultant 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: Brenda Cole, Procurement Specialist, Washington County Health Department Purchasing Office, 1302 Pennsylvania Avenue, Room 306, Hagerstown, Maryland 21742, FAX 240-313-3344. All necessary interpretations will be issued to all Consultants in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Consultant to receive any such addendum or interpretation shall not relieve such Consultant from any obligation under his proposal as submitted. The WCHD will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON THE COUNTY.** No requests received after **4:00 P.M., Friday, December 30, 2016** will be considered. Every interpretation made by the WCHD will be made in the form of an addendum

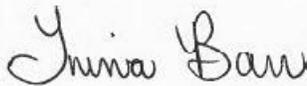
that, if issued, will be sent by the Purchasing Specialist to all interested parties.

**XVIII. SUBMITTALS:**

If your firm is interested in performing the above services, please submit One (1) original and six (6) copies of your proposals in a *separately*, sealed opaque envelope marked "**Q&E / Technical Proposals – Strategic Plan Consulting Services**" and One (1) original and six (6) copies of the Price Proposal enclosed in a *separately*, sealed opaque envelope marked "**Price Proposal – Strategic Plan Consulting Services,**" no later than **3:00 P.M., (EDT, local time), Friday, January 13, 2017**, into the office of Brenda Cole, Procurement Specialist, Washington County Health Department, Third Floor, Room 306, Hagerstown, Maryland 21742.

The Washington County Health Department of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. Inquiries regarding this request should be directed to Brenda Cole, Procurement Specialist, at 240-313-3216.

Sincerely,

A handwritten signature in cursive script that reads "Trina Barr". The signature is written in black ink on a light-colored background.

Trina Barr  
Administrator

BKC

Attachments (3)

cc: WCHD Accreditation/Selection Committee

**PUR-2017-01**  
**Strategic Plan Consulting Service**

**SUMMARY OF ATTACHMENTS**

**ATTACHMENT NO. 1 -** Proposal Form

**ATTACHMENT NO. 2 -** Affidavit

**ATTACHMENT NO. 3 -** Insurance Requirements for Independent Contractors  
Policy

**PUR-2017-01  
Strategic Plan Consulting Service**

**PROPOSAL FORM**

The Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

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

Addenda No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_, No. \_\_\_\_\_ dated \_\_\_\_\_

at the following lump sum contract price:

<b>Item No.</b>		<b>Unit Price (Figures)</b>	<b>Total Price (Figures)</b>
<b>1</b>	<p><b>Development of Strategic Plan:</b></p> <p>_____ Dollars (Written)</p> <p>and _____ Cents per Year (Written)</p>	\$ _____	\$ _____

<p><b>TOTAL For Development of Strategic Plan</b></p> <p>_____ Dollars</p> <p style="text-align: center;">(Written)</p> <p>and _____ Cents</p> <p style="text-align: center;">(Written)</p>	<p>\$ _____</p>
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**CONTRACTOR 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 of Officer of Firm: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ / Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Federal Employer Identification No. \_\_\_\_\_

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

**EXCEPTIONS** (If no exceptions are taken, state NONE):  
\_\_\_\_\_  
\_\_\_\_\_

***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

**PUR-2017-01  
WASHINGTON COUNTY, MARYLAND  
PURCHASING DEPARTMENT  
AFFIDAVIT**

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

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the  
(Print Signer's Name) (Print Office Held)

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

**AFFIDAVIT I**

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

**AFFIDAVIT II**

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

**AFFIDAVIT III**

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

**AFFIDAVIT IV**

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME PRINTED

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

**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, attorney's 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.

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