



COORDINATING COMMITTEE

PUR-1646 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS AND EXPERIENCE AND PRICE PROPOSALS

EMERGENCY MEDICAL BILLING SERVICES

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience Proposals and Price Proposals from Contractors to provide all services necessary to receive and process emergency medical patient billing and collections for Washington County, MD for the fiscal year ending June 30, 2024, and June 2025, with the option to renew for an additional two (2) year periods. The services provided are expected to begin January 2024 after the County has consolidated the EMS companies employees into the County.

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

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

A Pre-Proposal Conference/Teleconference will be held on **Tuesday, January 16, 2024, at 11:00 A.M., (EDT/EST)** at the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Room No. 3000, Hagerstown, Maryland 21740. All interested proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

All interested firms shall submit one (1) original and five (5) copies of their Qualifications and Experience information enclosed in a sealed opaque envelope marked "**Q & E – (PUR-1646) Emergency Medical Billing Services**" and one (1) original and five (5) copies of their Price Proposals enclosed in a separately sealed opaque envelope marked "**Price Proposal – (PUR-1646) Emergency Medical Billing Services**" with the name and address clearly written on the outside of both envelopes, to the Office of Rick F. Curry, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740-4748, no later than **4:00 P.M. (EDT/EST), Wednesday, February 7, 2024**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification. The County intends to open and review each firm's Q & E to evaluate their qualifications and experience first. If

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

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

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

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

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

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

PUR-1646
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE
AND PRICE PROPOSALS

EMERGENCY MEDICAL BILLING SERVICES

January 8, 2024

I. INTRODUCTION:

Washington County, Maryland, hereinafter referred to as the County, is requesting Qualifications & Experience Proposals and Price Proposals from contractors to provide EMS billing services. This includes complete management of the billing process from patient transport to delinquent accounts. The billing services are expected to commence in January 2024 for the fiscal year ending June 30, 2024, and June 2025, with the option to renew for an additional two (2) year periods. It shall be the Contractor's responsibility to initiate a request for a renewal of the contract at least one hundred twenty (120) calendar days prior to the contract expiration date. If the contract is renewed, all terms and conditions of the original contract shall apply and continue to be a binding agreement between the County and Contractor.

- A. This RFP is being issued on behalf of the Division of Emergency Services (DES). Vendors are specifically directed **NOT** to contact any County personnel, for meetings, conferences or technical discussion related to the RFP. Unauthorized contact of any County personnel may be cause for rejection of vendor's RFP response.
- B. All communications regarding the RFP shall be referred to:

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

II. BACKGROUND:

- A. Washington County, founded in 1776, is situated in northwestern Maryland. The County is 460 square miles with a population of approximately 155,169. Major services provided by the County include planning and community development, public safety, public works, economic development, and recreation.
- B. The County currently has eight (8) independent volunteer emergency medical services companies. There are two (2) companies that will consolidate EMS personnel into County employment in the fall of 2023. It is expected that additional companies will continue to consolidate employees into the County. The BOCC has directed that as EMS companies

transition employees into the County, the County will assume the responsibility for EMS billing at that time. This will result in the County needing a Contractor to provide billing and collection services. The two companies being consolidated are Smithsburg, MD EMS and Williamsport, MD EMS. Each company currently contracts independently for billing services. The current rates being billed are as follows:

Smithsburg EMS:

Basic Emergency	\$ 700.00
Advanced Emergency 1	\$ 900.00
Advanced Emergency 2	\$1,050.00
Mileage	\$ 17.00

Williamsport EMS:

Basic Emergency	\$ 700.00
Advanced Emergency 1	\$ 950.00
Advanced Emergency 2	\$1,050.00
Mileage	\$ 17.00

The overall call volume for each company for the prior three (3) years are as follows:

Smithsburg EMS:

2023	1,414
2022	1,465
2021	1,348

Williamsport EMS:

2023	1,796
2022	1,877
2021	1,991

In FY23 Smithsburg EMS billed 874 transactions for a gross amount of \$698,249.88 with net billings of \$478,491.09 and \$34,927.16 was sent to collections.

In FY23 Williamsport EMS has \$1,322,542.10 in gross charges with net billings of \$602,026.20 and \$116,581.99 sent to collections.

After the initial consolidation it is anticipated that additional companies will be consolidated into the County.

The County will maintain an EMS billing clerical position to review EMS billing information. The County will collect as much information as possible from a patient receiving EMS services, but there is no guarantee that the information will be complete or totally accurate as it will be collected during the EMS transport. It will be the responsibility of the Contractor to obtain any additional information necessary in order to perform the billing process.

III. PURPOSE:

- A. Washington County, Maryland is seeking qualified firms to provide EMS billing services. This includes complete management of the billing process from patient transport to collection of delinquent accounts.

IV. SCOPE OF CONTRACT:

- A. Contractor shall collect the patient demographic, insurance, medical treatment and charge information and enter such information into Contractor's computerized billing. Within five (5) business days of Contractor's receipt of necessary patient demographic, insurance, and medical treatment information, Contractor shall prepare and submit invoices for payment of all medical services rendered by EMS. The contractor shall prepare invoices in accordance with the billing procedures and formats required by each of the third-party payers to which the invoices shall be submitted. Contractor shall submit invoices to appropriate third-party payers, including but not limited to Medicare, Medicaid, Blue Shield, commercial insurers, Workers Compensation insurers, automobile insurers and managed care companies, as well as to patients who are responsible for payment, in whole or in part, for services rendered by EMS. Invoicing will be in accordance with rates established by the County.
- B. Prior to submitting an invoice for payment, Contractor shall verify that the invoice accurately and completely reflects the demographic, insurance and clinical information provided by EMS and the fee associated with the provision of services included on the invoice. The contractor will conduct any follow-up required to obtain necessary insurance information for payment processing.
- C. The contractor shall maintain a separate accounting record for each patient for whom services have been rendered. Each patient account shall include information concerning the dates of services rendered, fees charged, invoices issued, payments received, transporting EMS company, and other pertinent information, such as "ambulance club" memberships. Contractor shall use professionally trained and fully compliant coders to manually review and code all ePCR indicated services.
- D. The contractor shall receive and electronically deposit payments on behalf of the County and all patient billing must include an identification of the transporting EMS company/unit. Identification of the EMS transporting company/unit must be in a format that appropriately tracks billing invoices/revenues throughout the entire billing process. On a daily basis, Contractor shall document in the appropriate patient accounts all payments received, and all receipts shall be deposited into a bank account designated by Washington County. When necessary, the Contractor shall prepare and execute patient refunds and provide appropriate record keeping and reporting to the County.
- E. The contractor shall establish a system through which it identifies overdue patient accounts and issues appropriate statements notifying patients and third-party payers of the balances due and requesting payment of unpaid balances. The contractor shall issue second statement of account thirty (30) days after the original billing statement was mailed. The third notice (final notice) shall be sent to the patient or responsible party thirty (30) days after the second notice has been mailed. Contractor shall reference "ambulance company"

listing received for membership and waive any co-pay or total claim for any said member. Contractor shall review all invoices that are returned to the Contractor by the Postal Service as undeliverable and shall make reasonably good-faith efforts to determine valid addressed and resubmit all returned invoices, billing statements and correspondence to the appropriate addresses. The Contractor shall complete all billing operations for patient care reports within one hundred and twenty (120) calendar days of the transport.

- F. The contractor shall communicate with the County, patients and third-party payers to assist in resolution of problems related to invoices and payments. The contractor shall respond to all written correspondence and telephone inquiries pertaining to invoices submitted. The contractor shall forward to the County all matters involving billing, reimbursement and payment for such services.
- G. The contractor shall appeal denied claims on the County's behalf to any denying authority. The contractor shall not be responsible for or initiate any litigation on behalf of or in the name of the County.
- H. The contractor shall comply with all applicable Federal and Maryland State laws and regulations pertaining to professional billing services and debt collection. The Contractor is expected to be knowledgeable in HIPAA regulations. Compliance with HIPAA requirements are mandatory.
- I. The contractor shall prepare and deliver to the County monthly financial statements and reports covering the prior month and the fiscal year to date. Financial statements shall be prepared in accordance with generally accepted accounting principles. The financial statements and reports to be prepared by the Contractor include:
 - a. Month-to-date and year-to-date patient transports, patient transports billed, and logs of all inquiries for patient accounts.
 - b. Month-to-date and year-to-date payment summaries by each EMS company.
 - c. Month-to-date and year-to-date payments received with deposit confirmations attached for each EMS company.
 - d. Status of all accounts for the current month and the total in the Contractor's system to include:
 - i. Aging reports
 - ii. Month End reports
 - iii. Monthly write-off reports
 - iv. Overpayment/Refund requests
 - v. Non-sufficient funds check reports
 - vi. Uncollectable(s) report(s) listing reason for un-collectability (not-deliverable, unable to locate etc.)
 - e. Any other reports reasonably requested by the County. The contractor shall have an in-house programmer capable of creating reports as requested. Such reports shall be provided to the County at no additional charge to Washington County.
 - f. Access shall be provided to certain employees of the County so they can run additional reports, audit records, etc.

- J. Assist the County with any audits related to EMS billing or collections activity and provide support for any Supplemental Payment Programs.
- K. The contractor shall complete and submit on behalf of the County, all provider enrollment forms required by third party payers to permit the County to receive compensation for services provided by EMS personnel. The contractor shall also be responsible for renewing all Medicare and/or Medicaid licensing.
- L. Contractor will pay for all postage, computer equipment, telephone lines, billing software, computer supplies, envelopes, address labels, letterhead, insurance claim forms, Privacy Notices, and all other supplies required for collections. The contractor shall include the inserting of any County provided marketing and/or informational materials into each billing statement as necessary.
- M. Contractor will appoint a manager of patient billing and collection services. This will be the contact person responsible for interacting with the County and the public. The manager will oversee the day-to-day operations of the billing system and have the authority to intervene in problems or special situations as directed by the County. Contractor will provide human contact during the County's operating hours, Monday – Friday 7:30 am – 4:30 pm. The contractor will provide multiple methods of contact including a toll-free telephone number, electronic mail address, facsimile number, and a 24-hour voicemail system for patients, insurance companies and other payers at no additional cost to the County.
- N. At the Contractor's expense there shall be a process in place for performing background checks on all employees who will have access and/or perform services under this RFP. The background checks, at a minimum, must include a criminal history check and checks against the List of Excluded Individuals/Entities (LEIE) maintained by the U.S. Department of Health and Human Services (DHHS) Office of the Inspector General (OIG). Contractor must ensure that no individual will perform services who have a criminal conviction (other than traffic violations) or have been placed on the LEIE. If an individual performing services under this contract has been convicted of a crime or appears on the LEIE, the Contractor must immediately notify the County in writing.
- O. The contractor will maintain all records for the duration of this and subsequent contracts. At the termination of the contract (by either party), the Contractor will turn over all records to the County for permanent storage.
- P. The Contractor shall provide regular updates and on-going training to all contractor billing staff and the County on any changes to the billing requirements based on industry standards or requirements of applicable health care laws and regulations.
- Q. The contractor shall maintain, throughout the term of the contract, Errors and Omissions insurance coverage. A copy of the insurance policy providing such coverage must be attached to this agreement. Contractor shall provide evidence of continued coverage to the County upon reasonable request.
- R. Contractor must have a documented Disaster and Recovery Plan. A copy of the plan shall be included in the proposal. The plan must include specific and detailed information regarding encryption of electronic data or otherwise securing data during transmission.

V. ASSIGNMENT SUBMITTALS AND SCHEDULES

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

VI. COMPENSATION

- A. The Contractor will be compensated based on the agreed upon percentage of net billable revenues from all claims billed by the Contractor.
- B. The Contractor shall submit an invoice to the County each month reflecting the fee due for billing and collection services rendered during the previous month. The County shall pay each invoice within thirty (30) days after receipt.

VII. QUALIFICATIONS:

- A. Proposals from Contractors or a team of Contractors not capable of performing all the services outlined herein shall be deemed non-responsive and non-responsible.

VIII. INSURANCE REQUIREMENTS:

- A. The successful Contractor must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as Washington County's Policy of *Insurance Requirements for Independent Contractors*. The Certificate of Insurance shall include General Liability, Automobile Liability and Workers Compensation. The **Board of County Commissioners of Washington County, Maryland** shall be listed as an additional insured.
- B. Professional Liability - The successful Contractor must also show, prior to the execution of the Agreement, and as required by the County during the term of the contract, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions, and negligent acts. Evidence of coverage must be provided prior to the beginning of each subsequent year of the contract.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

IX. INDEMNIFICATION:

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

X. PROPOSAL SUBMITTALS:

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Contractor Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2023.pdf>. The County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. Two separate proposals shall be submitted. One shall be the **Qualifications and Experience (Q & E)** of the contractor or contractor team. The other shall be the **Price Proposal**. The County intends to open and review each firm's Q & E to evaluate their qualifications and experience first. If the Q & E is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q & Es considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm's return address located on the outer packaging. The County does not guarantee a minimum/maximum number of hours for any projects.
- C. As a minimum, the **Qualification and Experience (Q&E)** submittal shall include the following:

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

Section	Title
	Title Page
	Table of Contents
	Letter of Transmittal
Executive Summary	
1.0	Scope of Services
2.0	Company Background
3.0	Client References
4.0	Supplemental Information

- 4. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.
 - A. Letter of Transmittal
 - 1) Responses shall contain a letter of transmittal that must be typed on the Contractor's letterhead and include the following:

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

B. Executive Summary (Section 1.0)

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

C. Scope of Services (Section 2.0)

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

D. Company Background (Section 3.0)

- 1) Contractors shall provide the following information about their company so that the County can evaluate the contractor's stability and ability to support the commitments set forth in response to the RFP. The County, at its option, may require a contractor to provide additional support and/or clarify requested information.
- 2) The contractor must outline the company's background, including:
 - a) How long the company has been in business.
 - b) A brief description of the company size and organization.

- c) How long the company has been providing Billing Services to public sector clients.
 - d) Any material (including letter of support or endorsement) indicative of the contractor's capabilities.
- E) Client References (Section 4.0)
- 1) Provide three (3) references for other Counties (or entities similar to Washington County) where you have provided services similar to the potential assignments described in Section III and IV (Purpose and Scope). References shall be for work performed within the past sixty (60) months. **The County will not call contractors to tell them that their references will be called because all references provided will be contacted by the County during the selection process.**
- F) Supplemental Information (Section 5.0)
- 1) Contractors are required to submit information in this section regarding the following:
 - a) Identify your firm's project manager(s) and professional staff members, including biographies, who would likely be involved in any of the potential assignments.
 - b) Provide any additional information that you feel would distinguish your firm in its service to the County.
 - c) The County may make such investigations it deems necessary to determine the ability of the contractor to perform the work proposed. The contractor shall furnish to the County, within five (5) days of request, all such information and data for this purpose as may be required. The County reserves the right to reject any proposal if the evidence submitted or investigation of the contractor fails to satisfy the County that the contractor is properly qualified to fulfill the obligation of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
- G) As a minimum, the **Price Proposal** shall include the following:
- 1) The proposal form contained herein.
 - 2) The proposal shall be accompanied by a fully executed affidavit, executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of said corporation, on the form provided.
 - 3) Conclusions, remarks and/or supplemental information pertinent to this request.

- H) Any proposal may be withdrawn prior to the date and time set herein as the deadline for receipt of submittals. Any submittals not withdrawn prior to the deadline will constitute an irrevocable offer.
- I) The County will have up to sixty (60) calendar days to review all Qualification and Experience submittals. The Price Proposals of those submittals determined to be unacceptable to the Selection Committee will be returned to the Contractor, unopened.
- J) Proposals received prior to the deadline will be opened in confidence. Proposals received after the deadline will be rejected and returned unopened.
- K) The Contract will be awarded to the 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.
- L) Proposals must include the full name and address of proposer. Signature shall indicate his or her title and/or authority to bind the firm in a contract.
- M) Proposals may not be altered or amended after they are opened.

XI. METHOD OF AWARD AND TERMINATION:

- A. The contract will be awarded to the Contractor with the highest rated responsive, responsible proposal. Evaluation criterion examines both cost and the qualifications and experience of the service proponents. The price matrix has been prepared for the purpose of price comparison only. The actual contract hours and distribution of hours by position may vary considerably from the values indicated in the price matrix.
- B. The successful Contractor(s) will be required to enter into the contract agreement with the County. This form shall be used. No modification will be permitted.
- C. Individuals assigned to a project by the 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 CFO 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 CFO.
 - 3. For any approved change of personnel, the original unit contract price shall remain fixed and shall not be revised.
 - 4. Repeated requests of this nature shall be cause for the County to terminate the contract.

- D. Should the 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.
- E. The County reserves the right to reject any of the Contractor's personnel, including any replacement personnel, at any time without explanation or recourse.

XII. SELECTION PROCESS:

- A. The Washington County Coordinating Committee will evaluate the responses to this request and select those firms judged to be responsive, most qualified, and experienced. The Coordinating Committee shall be comprised of the CFO (Committee Chairman Designee), Purchasing Director, the Director of Emergency Services, Director of Budget and Finance, and the County Attorney (or their appointee.)
- B. Contract award/negotiation processes shall be based on a formal methodology established by Washington County. The County intends to open and review each firm's Q & E to evaluate their qualifications and experience first. If the Q & E is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q & Es considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm's return address located on the outer packaging. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) calendar days following notification.
- C. 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 Contractor Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2023.pdf>. The County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- D. Evaluation Criteria

Selection Criteria to be used by the Committee are:

1. Responsiveness to the scope of work and these instructions;
2. 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;
3. Oral presentations, if required;
4. Composition of 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;
5. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
6. Contractor's capacity to perform the work, giving consideration to current workload;

7. Contractor's familiarity with problems applicable to this type of work;
8. References from previous clients, including size and scope of the services, name and telephone number of contact person.
9. Price proposal.

XIII. RESERVATIONS:

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

XIV. PRE-PROPOSAL CONFERENCE / TELECONFERENCE:

- A. A Pre-Proposal Conference / Teleconference will be held on **Tuesday, January 16, 2024, at 11:00 A.M. (EDT/EST)**, at the Washington County Administration Complex, 100 West Washington Street, Third Floor Conference Room 3000, Hagerstown, Maryland. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call prior to the teleconference 240-313-2330 for further instructions. It is the Contractor's responsibility to become familiar with all information necessary to prepare a proposal.

XV. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

- A. It is the Contractor's responsibility to become familiar with all information necessary to prepare a proposal. Any Proposer who finds discrepancies in, or omissions from the documents or who is in doubt as to their meaning, should at once request in writing an interpretation from Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Fax 240-313-2331; or send questions in Microsoft Word platform via e-mail to: purchasingquestions@washco-md.net.

All necessary interpretations will be issued to all Proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Requests received after **4:00 P.M. (EDT/EST), Tuesday, January 23, 2024, may not be considered**. Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Director of Purchasing to all interested parties, and such an addendum shall become part of the contract documents.

XVI. TERMS AND CONDITIONS:

- A. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or

registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and good standing shall be maintained for the duration of the contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is sdat.charterhelp@maryland.gov, and phone numbers are: (410) 767-1340 or (888) 246-5941.

- B. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Contractor if the successful Contractor does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- C. Any agreement or contract resulting from the acceptance of proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts. All contractors performing work under the scope of this request for proposal (PUR-1646) shall be required to also execute an Agreement.
- D. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Interim Chief Financial Officer.
- E. No reports, information or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization by the Contractor without the prior written approval of the County.
- F. 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 his/her obligations.
- G. Contractors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Washington County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- H. Effective October 1, 1993, in compliance with Section 1-106 (b) (3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- I. **Political Contribution Disclosure:** The Bidder shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a

purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

If your firm is interested in performing the above services, please send one (1) original and five (5) copies of the *Qualifications & Experience Proposals*, enclosed in a sealed opaque envelope marked "**Q&E – (PUR-1646) Emergency Medical Billing Services**" and one (1) original and five (5) copies of your *Price Proposal* in a separately sealed opaque envelope marked "**Price Proposal – (PUR-1646) Emergency Medical Billing Services**" no later than **4:00 P.M. (EDT/EST), Wednesday, February 7, 2024** to the office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, telephone 240-313-2330. The firm's name and address shall be written on the outer packaging. *Facsimile Bids or any electronic bid submission will not be accepted.*

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. Inquiries regarding this request should be directed to **Rick F. Curry, CPPO, Director of Purchasing, 240-313-2330, Fax 240-313-2331.**

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

RFC:ljt

cc: Coordinating Committee Members

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

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

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

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

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

Minimum Limits Required:

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

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

Minimum Limits Required:

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

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

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

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

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

Minimum Limits Required:

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

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

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

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

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

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

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor's Authorized Official _____

Printed Name of Contractor's Authorized Official _____

Printed Title of Contractor's Authorized Official _____

Date _____

**EMERGENCY MEDICAL BILLING SERVICES
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

FORM OF PROPOSAL

PUR-1646

The Organization Of: _____

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

Addenda No. _____ dated _____, No. _____ dated _____, No. _____ dated _____

Addenda No. _____ dated _____, No. _____ dated _____, No. _____ dated _____

Payment to the contractor shall be expressed as the percentage of the total collected balance. State below the percentage of the total collected balance per contract term.

First Term - Date of Award through June 30, 2025 _____ %

First Renewal Term - _____ %

Second Renewal Term - _____ %

CONDITIONS OF THE PROPOSAL: It shall be understood that by submission of this proposal, the Contractor agrees to all the conditions of the Request for Proposals (RFP) dated and any Addenda issued thereto and referenced above.

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: _____

Name & Title Printed: _____

E-mail Address: _____

Telephone No.: _____

Fax No.: _____

Date: _____

Federal Employer Identification No.: _____

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

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

_____ Yes _____ No

**PUR-1646
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

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

Contractor _____

Address _____

Telephone _____

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

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

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

Affidavit

Emergency Medical Billing Services

PUR-1646

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**PUR-1646
AGREEMENT**

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

AND

I. PARTIES

This Contract is made and entered into by and between **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 firm of _____, a Maryland corporation (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 (PUR-1646) dated January 8, 2024, and all addenda thereto (collectively the "RFP"), and the Contractor's Proposal dated _____ (the "Proposal"), the contents of said RFP and Proposal are incorporated herein by reference, and to adhere to, comply with, and respond to all performance requirements, conditions, restrictions, and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions, and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.

B The Contractor agrees to comply with all applicable federal, State, and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Contractor will commence work upon receipt of written Notice to Proceed via email from the County, a formal notice to proceed may follow with 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 grounds for issuance of a Termination Notice in accordance with Section IV of this Contract, except in cases in which the County agrees in writing that circumstances beyond the control of the 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 in 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 this Agreement.
- A.2 If the Contractor fails to provide an approved replacement as required by the RFP within thirty (30) calendar days of the departure of the individual being replaced, the County shall have the right to terminate this Agreement, immediately, without notice or opportunity to cure.
- B If the County shall determine that termination is in the best interest of the County, the County may terminate this Agreement. Any termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated and the effective date of such termination.

If, after termination of this Agreement or any part thereof for default under "A.1" or "A.2" above, it is determined that the 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 the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and shall furnish a report, as of the date or receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom, and such other matters as the County may require.

Notwithstanding the above, the 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 Maryland court of competent jurisdiction to the extent permitted 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 its performance under this Agreement and any federal, State, or local law, rule, or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall

have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The 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 "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 Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate, or defective work shall be remedied by the Consultant on demand, within a reasonable time, and at no cost to the County. "Defective work" includes, 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 Consultant.

VIII. CHANGES

The County may, from time to time, require changes in the scope of the services to be performed by the Contractor 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 shall be affected as set forth in Section XIV of this Agreement.

IX. WAIVERS

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

X. COUNTY-FURNISHED DATA

All information, data, reports, and records in existence and identified by the Contractor, available to the County without significant cost, and necessary for the carrying out of 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 planned work, provided, however, that the needs of the Contractor for such support are made known to the County in advance of such need.

The County will not provide clerical assistance to the Contractor for these services; 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 Proposal and/or Scope of Effort; and the County reserves the right to use, duplicate, and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The 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 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. MEETINGS

When requested by the County Project Manager, selected employees of the Contractor shall attend meetings, conferences, and presentations with County staff, public agencies, private organizations, and others concerned with these services.

XIII. REPORTS

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

XIV. PAYMENT

The Contractor hereby agrees to undertake the project for the following rates as set forth in the "RFP" and 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.

XV. METHOD OF PAYMENT

The Contractor shall deduct from the monthly payment to the County the agreed upon fee.

XVI. PERSONNEL

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

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

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

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

XVIII. CONFLICT OF INTEREST

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Agreement or the proceeds thereof.
- B. The 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 Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such interest shall be employed.

XIX. EXECUTION OF AGREEMENT

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

XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED

A. Professional Liability

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

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

B. General Liability

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

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

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

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

XXII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided 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 Agreement nor the services to be performed thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the 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 Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the 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 Agreement; and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the agreement cost thereof. Such changes, alterations, or modifications to the services provided for in this Agreement shall be made by written change orders.

Any such change, alteration, or modification, which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the 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 and reasonably necessary to the performance of the services required under this Agreement.

XXVI. OWNERSHIP OF DOCUMENTS

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

XXVII. DISSEMINATION OF INFORMATION

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

XXVIII. SANCTIONS UPON IMPROPER ACTS

If the 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 Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Contractor shall be liable for the refund of all fee or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to the County.

XXIX. RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a 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, specifications, and other materials furnished by the Contractor under this Agreement.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standards set forth in "A" above, and such failure is made known to the Contractor within two (2) years after the expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to the County under the terms and conditions of this Agreement.
- D. The Contractor shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services under this Agreement and that it is financially able, through its own resources or through a qualified surety, to protect the County from

errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXX. CHOICE OF LAW

- A. This Agreement was made and entered into in the State of Maryland and is to be construed under the laws of the State of Maryland. As to the Contractor, this Agreement is intended to be a contract under seal and a specialty.
- B. The laws of the State of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited to, all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- C. The parties agree that any legal proceedings arising out of this Agreement 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 become so in arrears during the term of this Agreement;
- C. That it shall comply with all Federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Agreement;
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page, attached to this Agreement and made a part hereof, are true and correct.

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

XXXII. NOTICE OF POLITICAL CONTRIBUTIONS

The 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.

[Signatures on Next Page]

IN WITNESS WHEREOF, The parties have caused this Agreement **PUR-1646** to be executed on _____, 2024, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

Officer

Printed Name and Title

BY: _____ (SEAL)
Signature

Name and Title (Printed)

Address: _____

ATTEST:

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Recommended for Approval:

Kelcee Mace
Interim Chief Financial Officer

Approved as to form and legal sufficiency:

Kirk Downey
County attorney