HARFORD COUNTY MARYLAND
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL

SOLICITATION NUMBER:	**25-024**
SOLICITATION TITLE:	**Ambulance Billing Services**
PROCUREMENT AGENT:	Karen Post 410-638-3550 kmpost@harfordcountymd.gov
PRE-PROPOSAL MEETING:	June 26, 2024 11:00 AM EST Webex Link: https://harfordcountymd.webex.com/harfordcountymd/j.php?MTID=m9f78789ead7548675990134716d6296a
QUESTIONS DUE DATE AND TIME:	July 10, 2024 by 1:00 PM EST Questions must be submitted via Bonfire.
PRESENTATION DATES AND TIMES:	To be scheduled if needed.
SOLICIATION DUE DATE AND TIME:	July 26, 2024 by 5:00 PM EST
INSURANCE	Service Provider
TIMELY DELIVERY OF SOLICITATION DOCUMENTS:	Submittals must be received prior to the due date and time via Bonfire, our new digital platform (please see attached Notice to Potential Proposers). Bonfire information is posted on the Harford County Bid Board. Submittals will not be accepted after the due date and time.
DELIVERY METHODS:	Must be entered into Bonfire by 5:00 PM of the date due.

PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE & TIME

Minority, Disadvantaged, Women, Small and Veteran Owned Business Enterprises are encouraged to respond to solicitations. The Maryland Department of Transportation website, www.mdot.maryland.gov/newMDOT/MBE/Index.html, provides important information, including certification, workshops, and other valuable resources to suppliers.

Robert G. Cassilly
County Executive

Karen D. Myers,
NIGP-CPP, CPPO, CPPB, CTPS, CPCP, CMPA
Director

HARFORD COUNTY PROCUREMENT

220 S. MAIN STREET, BEL AIR, MD 21014

www.harfordcountymd.gov 410.638.3550

Notice to Potential Proposers

Harford County has partnered with Bonfire Interactive, which creates a new procurement portal that allows you to receive notifications of business opportunities and to submit bids and proposals to Harford County Government digitally.

Harford County will continue to use the State platform of eMaryland Marketplace Advantage (eMMA) as required by state law. Registration through the Bonfire portal does not replace the need to be registered through eMMA.

Please visit the link below if you have not already registered through the Bonfire portal. Registration is easy and free.

https://www.harfordcountymd.gov/VendorRegistration

This Request for Proposal is our test project using the new Bonfire digital submission platform. Please submit your Proposal through the Bonfire portal in lieu of delivering or mailing in a hard copy.

Should you have any questions please contact us at 410-638-3550.

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Ambulance Billing Services

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RFP NO. 25-024

Ambulance Billing Services

1. INTRODUCTION:

1.1 Request for Proposal Objective

This Request for Proposal is to solicit technical and cost proposals from qualified firms to provide ambulance billing services in Harford County.

1.2 Information for Proposers

1.2.1 Each electronic proposal submission shall consist of **two separate volumes** - Volume One – Technical Proposal and Volume Two – Cost Proposal.

1.2.1.1 Volume One – Technical Proposal:

1.2.1.1.1 "Volume One – Technical Proposal", proposer must include the following items which make up the digital Technical Proposal:

1.2.1.1.1.1 A brief transmittal letter which includes your firm's legal name and address, name, phone number, and email address of the primary point of contact for this RFP and signed by an officer authorized to bind the firm to its proposal.

1.2.1.1.1.2 The proposal affidavit. See ATTACHMENT B.

1.2.1.1.1.3 The typed technical proposal, formatted in the order of and addressing the criteria described in Section 3.3 Technical Proposal.

1.2.1.2 Volume Two – Cost Proposal:

1.2.1.2.1 "Volume Two – Cost Proposal", proposer must include the following items which make up the digital Cost Proposal:

1.2.1.2.1.1 The Cost Proposal. See ATTACHMENT C.

1.2.2 The evaluation procedure for this RFP requires that technical evaluations be completed before cost proposals are opened.

1.2.3 There will be no public opening of the proposal submissions.

1.2.4 Proposals submitted in response to this RFP are irrevocable for 120 days after the proposal due date.

1.2.5 Award of the contract is anticipated in September 2024

1.3 Term

The term of the contract shall be from October 5, 2024, through October 4, 2025 with the County having the exclusive option of extending the contract for four (4) additional (1) year periods under the same terms, conditions and prices.

2. GENERAL INFORMATION FOR PROPOSERS:

2.1 Reservations

The County reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all proposals received, to waive minor technicalities in proposals, and to negotiate with responsible proposers in any manner necessary to serve its best interests.

2.2 Addenda

Any necessary additions or corrections to this RFP will be made by addenda, and available to all proposers of record. Addenda becomes part of the RFP, and must be acknowledged by each proposer; failure to acknowledge any addenda shall not relieve proposers of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

2.3 Oral Presentations and Site Visits

The County may require proposers to make oral presentations of their qualifications and to substantiate any portions of proposals submitted. Also, site visits will be necessary to review analytical instruments and determine if the lab is clean and well organized. The Issuing Office will schedule such presentations and/or visits.

2.4 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to satisfy the requirements of this RFP.

2.5 Incurred Expenses

Proposers are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions or activity.

2.6 Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the proposer accepts the terms and conditions set forth herein.

2.7 Public Information Act Notice

Proposers shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide justification why such material, upon request, should not be disclosed in accordance with §806 of the Harford County Charter.

2.8 Evidence of Proposer Responsibility

The County may require proposers to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The County may make such investigation as it deems necessary to determine proposer responsibility.

2.9 Award Without Discussions

The County reserves the right to accept the best written proposal without further discussions. The proposer should ensure that the initial proposal is both complete and competitively priced.

2.10 Contractor Responsibilities; Subcontractors

The County will enter into a contract with the selected proposer only, and that proposer shall be responsible for all products and services required by the RFP. Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the proposer.

2.11 Conflicts of Interest

The proposer shall identify any actual or potential conflicts of interest that exist, or which may arise if the proposer is recommended for award and propose how such conflicts might be resolved.

2.12 Financial Disclosure

The successful proposer shall comply with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article §13-221 which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its units or both, under which the business is to receive a total of $200,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches $200,000, file with the Secretary of State a list that contains the name and address of: (1) any resident agent of the business; (2) each officer of the business; and (3) if known, each person who has beneficial ownership of the business.

2.13 Political Contribution Disclosure

The successful proposer shall comply with the provisions of the Annotated Code of Maryland, Election Law Article §14-104, which requires that every proposer or contractor doing more than $200,000 or more of business with the State, a county, incorporated municipality, or other political subdivision are required to file periodic reports of political contributions in excess of $500 to candidates for elective office in the State. Proposer can contact the Division of Candidacy and Campaign Finance, at elections.maryland.gov/campaign_finance/disclosure_of_contributions for forms and further information.

2.14 Anti-Bribery Affidavit

Section 16-202, State Finance and Procurement Article requires that each proposer seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government. The affidavit form that must be returned with each proposal is included with this RFP and should be submitted with the technical proposal.

2.15 Non-Collusion

By its signature on the proposal documents submitted, the successful proposer attests that its agents, servants and/or employees, to the best of

its knowledge and belief, have not in any way colluded with anyone for and on behalf of the proposer, or themselves, to obtain information that would give the proposer an unfair advantage over others, nor has it colluded with anyone for and on behalf of the proposer, or itself, to gain any favoritism in the award of this RFP.

2.16 Compliance with Laws

By submitting a response to this solicitation, proposer represents that it is not in arrears in the payment of any obligation due and owing Harford County or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this RFP.

2.17 Governing Law

The laws of Harford County and the State of Maryland, and where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

2.18 Ownership and Retention of Records

All reports, drawings, and other data prepared under the contract issued pursuant to this RFP shall become the property of Harford County. Unless otherwise required by applicable statute of limitations, the successful proposer shall retain all records and documents related to any contract awarded pursuant to this RFP for 3 years after final contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

2.19 Piggyback Procurement

Harford County reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and it's territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and

the proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Proposer(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Proposer. Harford County does not assume any responsibility other than to obtain pricing for the specifications provided.

2.20 Acceptance Time

By submitting a proposal under this solicitation, the proposer agrees that Harford County has within 120 days after the due date in order to accept the proposal. Harford County reserves the right to reject, as unacceptable, any proposal that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the proposer, the acceptance time for the proposal may be extended.

2.21 Billing and Payment

The successful proposer shall keep accurate, document records of time, material, and transportation applicable to this contract. Payment will be made on a monthly basis, and related records will be available for audit purposes during normal business hours, as often as deemed necessary. Payment will only be made for work that has first been previously authorized with County approval.

2.22 Annual Escalation

All prices offered herein shall be firm against any increase for one (1) year from the effective date of this proposed contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 3% increase on current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average – All items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics. Harford County reserves the right to accept or reject the request for a price increase within thirty (30) days. If the price increase is approved, the price will remain firm of the renewal term requested.

2.23 Reciprocal Preference For Local Proposers

2.23.1 When contractual services are purchased through the proposal process established by this chapter, the County may give a preference to the local proposer who is the lowest responsible local proposer if:

1. A proposer whose principal place of business is in another county or state is the lowest responsible proposer.
2. The other county or state gives a preference to its local proposers; and
3. A preference does not conflict with a federal law or grant affecting the purchase of the supplies or contractual services.

2.23.2 A preference given under this section shall be identical to the preference that the other county or state gives to its local proposer.

3. EVALUATION AND SELECTION CRITERIA:

3.1 Evaluation Committee

The County has established an evaluation committee who will first review each technical proposal for compliance with requirements, and then score each technical proposal in accordance with the criteria that follows:

3.2 Evaluation Criteria

The technical proposal is worth 90% and the cost proposal is worth 10% of the evaluation criteria. The technical proposal is comprised of five (5) categories to evaluate the overall technical qualifications of the proposer.

Harford County reserves the right to award all or part of the project based solely on the best interest of the County as determined by the Director of Procurement.

3.3 Technical Proposal (90%)

The technical proposal must be submitted in the format as outlined below. Next to the title is the weight factor assigned to each category.

3.3.1 Cover Sheet/Background (10 Points)

A cover sheet shall be provided with the names, email addresses, and phone numbers of the people who are associated with this vendor. Also provide the contact information for the person who prepared the submission of this proposal.

3.3.2 Sample Reports (10 Points)

See item number 9 in attachment A for a list of reports the County is looking for. Please provide a sampling of what these reports may look like.

3.3.3 References/Collection Rates (20 Points)

This section should include three references from current clients. Please also provide your current collection rate and appeal rates for claims submitted for current clients.

3.3.4 Security Measures (20 Points)

Provide to the County information on how your company protects patient and County information within your system.

3.3.5 Ability to Meet Scope of Work (30 Points)

This section is based on Attachment A in the RFP. Please provide information tot eh County on how your company will meet the needs described.

3.4 Cost Proposal (10%)

3.4.1 The Committee will open and score only the cost proposals submitted by firms achieving a minimum of 70% (63 Points) of available technical proposal points.

3.4.2 The Committee will award the full 10 points available to the lowest cost proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 10-point basis.

3.4.3 The Committee may enter into cost and scope negotiations.

3.5 Basis of Award

3.5.1 The Committee will recommend to the Director of Procurement an award to the responsive, responsible proposer whose proposal is determined to be the most advantageous to the County, considering both the technical and cost scores, in accordance with Section 41-26 of the Harford County Procurement Code.

3.5.2 The Committee's recommendation is subject to approval of the Harford County Board of Estimates.

ATTACHMENT A

RFP 25-024

Ambulance Billing Services

SCOPE OF SERVICES

Proposal Requirements:

1) Cover sheet: The cover sheet shall list the name of the vendor with names, email addresses, and phone numbers of people who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached.
2) Qualifications: The vendors qualification information shall include:
    a. A brief history of the vendor company including years of business, number of years' experience in ambulance billing, number of employees and location of office.
    b. Provide a minimum of three references which include the name of each client, a contact person, clients mailing and email addresses, and phone number. The Vendor will provide information on their collection rate and appeal rate.
    c. Provide the County with sample reports of the ones listed in number 9 of the proposal.
3) Cost Proposal: A written cost proposal will accompany the bid.

Background:

Harford County is seeking qualified vendors to submit bids for ambulance billing and collections for Harford County Emergency Medical Services (EMS). The County will retain the services of a company whose business is billing and collections of ambulance fees.

Harford County provides Emergency Medical Services to the citizens of Harford County and surrounding counties and municipalities. The County responds to approximately 35,000 calls for service annually, of which approximately 20,000 are billable for medical services.

Scope of Work:

Requirements for billing, collection, financial reporting, and analytical services are listed below. The County desires to pursue partnerships to build optimal revenue cycle.

Vendor shall provide the following:

1. Retrieve the electronic billing file and other billing related information from the County via Image Trend. Image Trend is software from the state of Maryland used by our providers. The Vendor will also make sure to go back and check if all appropriate billing files have been billed from previous months.

2. Patients can be billed for the following:
    a. Transports to hospitals/ FMF
    b. Transports to landing zones
    c. Treat/No transport (examples: Overdoses, Cardiac Arrests, Mobile Integrated Health)

3. Prepare and submit accurate and complete insurance claims according to the following:
    a. Rates established by the County,
    b. Guidelines and procedures established by the Vendor and the County,
    c. All applicable laws and regulations including those for CMS (Medicare/Medicaid), State of Maryland, and any other applicable carriers including both commercial and private insurances. Home - Centers for Medicare & Medicaid Services | CMS
    d. On January 1 of each year, the Vendor will change the billing rates to reflect that the County is billing at the current CMS rate plus the county % allowed by County Law.

4. The Vendor must process all claims received within 4 business days. Billing data received must be entered into the Vendors software and bills must be mailed to patients/insurance companies within 5 business days of being processed.

5. Prepare invoices and mail/email to patients/parties responsible for co-pays and/or deductibles, private pay, and uninsured patients, or as directed by the County. Invoices prepared must be professional looking and indicate the County in which it is billing for.

6. When insurance information is provided, the Vendor shall bill the patient's insurance directly. When the insurance information is unknown or incomplete, the Vendor will try to collect this information. If still unsuccessful, the patient shall receive a bill for service with a personalized letter requesting the patient submit their insurance information to the billing company.

7. Post payments to the appropriate accounts and provide payment posting and revenue reports to the County as described in number 8 below. Ensure that all checks are scanned and sent electronically to the bank of the County's choice. The Vendor shall not have access to the County bank account or funds.

8. The Vendor shall process payments received and ensure that all collected revenues are deposited on a weekly basis into the County bank account. The Vendor will also make sure that the payments are posted to the patient's accounts.

9. The following reports are required to be furnished to the County monthly:

a. Monthly deposit summary and detail
b. Account analysis by month (date of service based)
c. Account analysis by month and payer (date of service based)
d. Write-off report summary and detail
e. Patient/insurance refund request account summary and detail
f. Aging call detail
g. Aging patient detail
h. Aging summary
i. Third party collections report summary and detail.

The County reserves the right to request additional reports as needed.

10. Act as a consultant regarding medical billing and collection services.

11. Comply with attorney requests for billing statements, including requests from County staff, within 3 business days.

12. Provide Customer Service Representatives ready to assist patients and the County with patient account information Monday through Friday 8am to 5pm, excluding holidays recognized by the Vendor. A local or toll-free number must be provided. Messages shall be returned within 24 hours, excluding weekends and holidays.

13. Vendor shall employ certified and continually qualified ambulance coders/billers who must be current on billing practices and regularly attend organized training. Vendors shall provide, train, and retain staff who will work closely and candidly with the County staff and its patients daily to ensure collection from every billable ambulance run is practical.

14. Vendor shall provide a dedicated account manager and team to the County to assist with any issues that may arise with billing.

15. Patients will receive three (3) bills, one every thirty (30) days, until paid. The Vendor will follow up on electronically submitted and/or mailed claims for which payment has not been received and then follow the County's write-off policy. The County Write-off policy is, after no payment on the third bill, the Vendor will send notification to the County that all efforts have been made for payment and ask for the account to be written off by the County Treasurer.

16. Refunds will be sent to and approved by the EMS Administrative Billing Staff of the County and the County Treasurer. Refunded payments will be sent to the patient from the County Treasurer. The Vendor will provide the County with the necessary refund request

including all pertinent information relating to refund payments which includes refund payee's name, address, amount of refund and reason for the refund.

17. The Vendor shall follow all State and Federal rules related to protected health information, electronic protected health information, the Health Insurance Portability and Accountability Act of 1996 (HIPPA), and any other rules and standards related to patient information.

18. The Vendor will negotiate contracts for the County and provide advice on enrollment and participation with insurance carriers. The Vendor will not finalize any contractual arrangements without the approval and signature from the designated County representative(s).

19. Upon receipt of a partial payment, the Vendor will appropriately apply the credits and bill the supplemental insurance or bill the patient directly.

20. Upon receipt of rejection of a claim, the Vendor will investigate the reason behind the rejection/denial of claim. The Vendor will communicate with the County to try and bring a resolution to the rejected claim.

21. The Vendor shall be available to meet with County representatives on an emergency basis within 48-72 hours of notification excluding weekends and holidays. The Vendor will also participate in quarterly meetings with the County EMS staff and other County representatives as needed. The meetings will be in person or virtual depending on our needs.

Selection of Vendor:

A. The County will approve a vendor based on an evaluation of proposals. Proposals from vendors will be evaluated based on the following point system:

1.	Cover sheet/Background	10 points
2.	Sample Reports	10 points
3.	References/Collection Rates	20 points
4.	Security Measures	20 points
5.	Ability to meet scope of work	30 points
6.	Cost Proposal	10 points

B. Right to Reject Proposals

Submission of a proposal indicates acceptance by the vendor of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the vendor selected. The County reserves the right without prejudice to reject any and all proposals.

C. Minimum Service

The selection of a vendor will not guarantee any minimum amount of services under the contract.

ATTACHMENT B

RFP NO. 25-024

Ambulance Billing Services

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned proposer hereby certifies and agrees that the following information is correct:

In preparing its proposal on this project, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the proposal submitted by the proposer on this project, and terminate any contract awarded based on the proposal. As part of its proposal, the proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____

_____

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

_____

_____

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

_____

_____

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal price of the proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate $100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $500 to a candidate for elective office in any primary or general election.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) ____ Maryland (domestic) corporation
____ foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
Address: _____

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business 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 the Contract.

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria Apitong, Blasa, Banak, Bella Rosa, Benge, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewook, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

L. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN):

_____

ATTACHMENT C

RFP NO. 25-024

Ambulance Billing Services

COST PROPOSAL

TO: Director of Procurement
Harford County Government
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
RFP No. 25-004

FROM: _____

_____

_____

_____

Percentage of claims revenue **_____%**

Percentage of claims ____% x $450,000 (estimated budget) =** **$_____

Discount Payment Terms:

Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the proposer.

Payment Terms: _____% net _____
(Example, 2% net 15 days. A 2% discount if Harford County pays in 15 days).

_____ Initial here if a discounted payment is not applicable to your submittal.

Addenda Acknowledgement:

IT IS THE PROPOSER'S RESPONSIBILITY TO CHECK OUR WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN POSTED PRIOR TO THE DUE DATE OF THIS SOLICITATION. BE SURE TO ACKNOWLEDGE THIS INFORMATION ON THE TABLE BELOW. FAILURE TO DO SO MAY CAUSE YOUR SUBMITTAL TO BE NON-RESPONSIVE.

Addendum No.	Date of Addendum

_____ Check here if there are no Addenda.

Insurance Requirements:

I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation.

_____ Initial here for acknowledgement of Insurance Requirements

RFP NO. 25-024

Ambulance Billing Services

PROPOSAL SUBMITTED BY:

_____	_____
ENTITY NAME (Must be entity name as registered with Maryland State Department of Assessments & Taxation)	Authorized Representative/Title (Signature)
_____	_____
Address	Authorized Representative/Title (Print/Type)
_____	
City, State, Zip	
_____	_____
Telephone Number	E-mail Address
_____	_____
Fax Number	Date

All proposers must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

> *"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country."
> Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

All proposers must be in good standing with Harford County, Maryland. Proposers must meet any outstanding taxes, fees or accounts with Harford County.

ATTACHMENT D

HARFORD COUNTY SERVICE CONTRACT

INSERT TITLE

CONTRACT NO.

THIS CONTRACT made and entered into this _____ day of _____ 2023, by and between HARFORD COUNTY, MARYLAND a body corporate and politic of the State of Maryland, hereinafter referred to as "County" and INSERT COMPANY AND ADDRESS, sometimes hereinafter referred to as "Contractor".

WITNESSETH,

SECTION I: SCOPE

That, in and for the consideration hereinafter stated, the Contractor agrees to furnish all labor, materials, equipment, and services required to INSERT SERVICES in accordance with the provisions of Invitation to Bids No. INSERT NUMBER and the Contractor's bid dated _____ (Bid), both of which are incorporated herein as if set forth in full.

SECTION II: TERM

A. Subsequent to execution of this Contract by the contracting parties, Harford County shall give notice to the Contractor to proceed with work beginning on a specified day (Notice to Proceed).

The following language may be used for some service contracts in conjunction with or instead of the above Number A:

The term of this Contract ("Term") shall be for one (1) year from date of execution of this Contract, with the County having the exclusive option of extending the Contract for ____ ( ) additional one (1) year periods under the same terms, conditions and prices. The option to extend shall be exercised in writing no fewer than 30 days prior to the expiration of the current Term.

B. The work to be performed shall be fully and finally completed within INSERT NUMBER OF DAYS **calendar** days from the starting date specified in the Notice to Proceed.

SECTION III: QUANTITIES

Actual requirements are unknown at this time and may be more or less than the quantities estimated in the Invitation for Bids, if such estimates are provided. Any quantities ordered by the County during the Term shall be billed at the unit prices set forth in the Contract. The County also reserves the right not to order any quantities if it is found that such services/goods are not required during the Term. Quantities stated in the Invitation for Bids are estimates and are not guaranteed amounts.

SECTION IV: PAYMENTS

Payment to the Contractor shall be within thirty (30) days after receipt and acceptance of invoices received during the month.

Check the bid spec to see if there are specific payment instructions to be included here.

SECTION V: BID PRICES

Unit prices shall remain firm for the duration of the Term.

SECTION VI: CONTRACT SUM

The amount to be paid for the performance of all services required under this Contract shall not exceed the total contract sum of ($).

SECTION VII: FUNDING OUT

Contractor understands that any Contract that results from this bid, is subject to the availability of funds in future fiscal years and that the unavailability of funds appropriated in a future fiscal year shall automatically terminate this Contract and render it void without liability to the County, except Contractor will be paid for work performed up to the date of termination. The County shall notify the Contractor in writing of such event of termination.

SECTION VIII: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for or on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for or on behalf of the Contractor, or themselves to gain favoritism in the award of this Contract.

SECTION IX: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SAMPLE

SECTION X: TERMINATION

A. Termination for Convenience:

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

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of its insolvency, or if it persistently refuses or fails to perform the work indicated in this Agreement or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Contract, then the County Director of Procurement or his/her designee, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days written notice, terminate the Contract of the Contractor. All monies due the Contractor or becoming due hereunder at the time of termination for cause shall be forfeited. Any written notices required by this Contract shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail or (D) sent via facsimile:

Any notice required by this Contract is to be sent to the Contractor at:

INSERT COMPANY NAME, ADDRESS AND CONTACT AND EMAIL ADDRESS

Any notice required by this Contract is to be sent to the County at:

Harford County, Maryland
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
Attn:
Director, Department of Procurement
INSERT AGENT'S EMAIL ADDRESS

SAMPLE

All invoices are to be sent to the user department at the following address:

INSERT USER DEPARTMENT INFORMATION
INCLUDE ADDRESS, CONTACT AND CONTACT'S EMAIL ADDRESS

SECTION XI: CHANGES

No modification shall be made to this Contract without the express authorization of the Harford County Director of Procurement and, where necessary, the County Board of Estimates as appropriate. No modification shall be effective unless made in writing and signed by the parties of this Contract.

SECTION XII: LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; and it further agrees to comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Contract.

This Contract shall be governed by the laws of the State of Maryland and Harford County, Maryland, and where applicable, any federal law or regulation.

SECTION XIII: INDEMNIFICATION

The Contractor shall indemnify, defend, and save harmless the County, its directors, officers, agents, servants and employees, from any and all suits, actions, damages or costs, of every nature and description to which the County may be subjected or put by reason of injury to persons or property as a result of the work performed hereunder by the Contractor, if caused by an intentional act of the Contractor, his servants or his agents, or by the negligence or carelessness of the Contractor, his servants or his agents.

SECTION XIV: SUPREMACY CLAUSE

In the event of a conflict between the terms and conditions, as amended, of this Contract and the design documents and any document referenced therein or any document submitted by the Contractor, the parties agree that this Contract shall control interpretation of any inconsistency. However, the documents shall, to the greatest extent possible, be construed to be consistent. No terms contained in a proposal or purchase order submitted by Contractor relating to payment, termination or modification of this Contract, indemnification, claims, damages, disputes or governing law shall be effective unless agreed to by the parties in a change order executed pursuant to Section XI.

SAMPLE

SECTION XV: eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at https://procurement.maryland.gov within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

SECTION XVI: EXECUTION IN COUNTERPARTS

This Contract may be executed in one or more counterparts which shall be deemed valid if delivered electronically (e.g., facsimile, PDF, ink or digital stamp, etc.), each of which will be considered an original instrument, but all of which will be considered one and the same contract and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

SECTION XVII: AUTHORITY TO EXECUTE

The person executing this Contract on behalf of Contractor represents, warrants and affirms, under penalty of perjury, that he/she has the authority to bind Contractor to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

WITNESS **INSERT COMPANY NAME**

_____ BY: _____
Signature

_____
Print Name and Title

SAMPLE

HARFORD COUNTY, MARYLAND

BY: _____
Director, Department of Procurement

Approved for form and legal sufficiency.

_____
Deputy County Attorney

Approved for financial sufficiency.

_____
Treasurer

Reviewed and Concur.

_____
Director, Department of Public Works

Approved by the Board of Estimates on the _____ day of _____ 2023.

This Contract was fully executed on the _____ day of _____2023.

SAMPLE

Insurance Requirements
Harford County, Maryland

Service Provider

The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Contractor must comply and cause all sub-contractors of any level to comply, with the following minimum insurance requirements.

Minimum limits required:

Commercial General Liability

Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
General Aggregate Limit	$2,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
Damage to Premises Rented to You	$500,000
Medical Expense Limit	$10,000

ISO form CG 00 01 or equivalent

Aggregate limit to apply per project/per location

Coverage must be on Occurrence form, covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all Subcontracts. "Claims Made" is not acceptable.

Additional Insured Entities: Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Additional Insured Endorsement Form Required:

CG 20 10 Additional Insured-Owners, Lessees or Contractors (Premises/Operations)
AND
CG 20 37 Additional Insured-Owners, Lessees or Contractors (Products / Completed Operations)
No other forms are acceptable unless equivalent to CG 20 10 and CG 20 37. Both endorsements are required and edition date of 11-85; where available. If not available, then edition dates of 10-01 are acceptable.

Coverage may not exclude or limit coverage for:

a) If applicable, coverage for work performed on single or multi-family housing (residential construction);
b) Cross liability exclusions except Named Insured vs. Named Insured;
c) Exclusions for the Contractor’s scope of work;
d) Explosion, Collapse and Underground;
e) Contractual Liability (beyond standard ISO GL form).
f) The Employer's Liability exclusion may not exclude coverage for an employee of "any" insured, only employees of a "Named" Insured.

Commercial Auto Liability	ISO form CA 00 01 or equivalent $1,000,000 Each Accident (bodily injury, death or property damage) Includes owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor. This insurance shall also be endorsed to include coverage for claims under the Motor Carrier Act of 1980 (e.g., MCS-90 endorsement) resulting from the transportation of materials identified as hazardous during the performance of the work or services and ISO form CA 99 48 Pollution Liability for spills, upsets and overturns while in transport, where applicable.
Additional Insured Entities:	Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured
Workers Compensation	Statutory Benefits as required by law
Employers Liability Limits	
Bodily Injury by Accident - Each Accident	$100,000
Bodily Injury by Disease - Policy Limit	$500,000
Bodily Injury by Disease - Each Employee	$100,000
	The policy (ies) shall include "other states" coverage. Coverage shall be provided by the Contractor whether or not such party utilizes some or all of its own employees, leased employees, temporary employees or other labor services, and shall include voluntary compensation coverage and, where the Contractor has leased employees, alternative employer endorsement, and occupational disease coverage shall be included for the injuries or claims thereunder of such employees. Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.
Commercial Umbrella	Coverage to be as broad as primary including Additional Insured as required hereunder
Each Occurrence and in the Aggregate	$1,000,000 Each Occurrence $1,000,000 Aggregate Providing Coverage following the form of the underlying Employers' Liability, Commercial General Liability, and Commercial Automobile Liability Policies.
Additional Insured Entities:	Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured
Third Party Crime (Client Coverage)	$250,000 per occurrence Policy to cover dishonest acts of Contractor's employees, which result in a loss to the County.

Contractor's Professional Liability	Contractor shall provide Professional Liability Insurance (Errors and Omissions), including Technology Professional Liability Errors and Omissions if appropriate to the Contractor's professional work to cover liability resulting from negligence in the performance of professional services.
	$2,000,000 Each Claim
	$2,000,000 Annual Aggregate
	Limit to apply per project or have a limit dedicated solely to this project. This insurance shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the work and continuous coverage will be maintained or an Extended Reporting Period will be exercised throughout the statute of repose following final completion of the work.
Contractor's Property Insurance	Under no circumstances will Harford County, Maryland be liable for any loss or damage to any property.
Property Insurance must include:	All owned and rented equipment and tools, including employee tools, used for the work
Perils:	Special Form perils including Theft
Deductible no higher than	$1,000
Valuation:	Replacement Cost
	Contractor waives any claims and rights of recovery against Harford County, Maryland and its elected or appointed officials, related entities and employees.
Cyber Liability	$1,000,000 each Claim
	$2,000,000 Aggregate
	Coverage to include, without limitation: - unauthorized access; - denial of service attacks; - computer viruses; - transmission of malicious code and failure of security; - breach of privacy and the failure to protect and disclosure of personal identifiable information; - payment card information; - third-party corporate confidential information and protected health information; - violation of any international federal, state, or local law or regulation in connection with the protection of information including fines and penalties to the extent allowed by applicable law; - legal counsel; - forensic investigations; - notification and crisis management costs;

- data restoration;
- identity theft monitoring;
- cyber extortion costs;
- disclosure of any third party's proprietary information including, without limitation, trade secrets; and
- liability for interruption of Harford County, Maryland or any third party's business including without limitation, claims for loss of use and loss of profits.

Contractors Pollution Legal Liability (if applicable based on scope of work)

$1,000,000 each loss
$3,000,000 annual aggregate

This policy shall cover losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect throughout the statute of repose, following Final Completion of the Work, whichever is longer. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). The pollution liability insurance policy shall cover the liability of Contractor during the process of inspection, investigation, construction, removal, storage, encapsulation, transport, cleanup and disposal of hazardous materials/waste, contaminated soil, or asbestos abatement. There shall be neither an exclusion nor a sublimit for microbial matter (including viruses) related claims.

If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work and that continuous coverage shall be maintained or an Extended Reporting Period shall be obtained throughout the statute of repose, following final completion of the work.

Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.

Policy shall not contain any of the following exclusions or limitations:

- Contractual liability for liability assumed by the Contractor in connection with the agreement;
- Lead, silica, mold/fungus or asbestos;
- Pollution or environmental conditions;
- Waste brokering, waste site selection, or arranging for disposal;
- Underground storage tanks;
- Insured versus insured exclusion;

- Punitive damages (Policy shall provide coverage for fines/penalties/ and punitive damages where insurable by law);
- Damage to work performed by the Named Insured;
- Naturally occurring substances;
- Natural Resource Damages (NRDs);
- EIFS;
- Cost to repair or replace subcontractors work;
- Transportation pollution conditions that arise from or in connection with the transportation of any waste or waste materials on, off, or away from the project site;
- Disposal liability covering pollution conditions on, at, under or emanating from any disposal site, location or facility used by or on behalf of the Contractor for the disposal of any waste or waste materials in connection with this project

Additional Insured Entities:	Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

ADDITIONAL REQUIREMENTS

1. All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted doing business in the State where the contract is to be performed.
2. Where applicable, all requirements in the Prime contract are required to be met in addition to these requirements. Where conflicts exist, the greater requirement shall apply.
3. General Liability coverage for Premises & Operations and Products & Completed Operations is to be maintained throughout the project and maintenance phases. Evidence of such insurance must be provided at inception of the contract, and annually thereafter during the project and maintenance phases.
4. The additional insured coverage shall apply to both ongoing and completed operations.
5. All coverage required in this contract, with the exception of Worker's Compensation, must be primary and non-contributory to any insurance maintained by Harford County, Maryland. "Primary and non-contributory" in this clause means that Contractor's policies must provide coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by Harford County, Maryland without seeking contribution from other insurance carried by Harford County, Maryland and its elected or appointed officials, related entities and employees.
6. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of Harford County, Maryland. Should Harford County, Maryland agree to a deductible or self-insured retention, Contractor agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance. Harford County, Maryland may provide express written consent for a deductible or self-insured retention at the County's discretion, if requested by the Contractor prior to any project work beginning.
7. Each policy must be endorsed to require at least 30 days' notice of cancellation (10 days for non-payment of premium) to Harford County, Maryland. If, after reasonable effort, Contractor is unable to secure such endorsement, Contractor must provide Harford County, Maryland written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
8. Contractor waives all rights against Harford County, Maryland to the extent of any insurance carried or required to be carried under this agreement. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
9. These requirements apply to all work done at any time in connection with or related to this project including any warranty, rework or additional work performed following the completion of this contract,

except that the products and completed operations coverage under the Commercial General Liability and Pollution Legal Liability insurance and coverage under the Professional Liability insurance shall be maintained (or if applicable, an Extended Reporting Period shall be obtained) throughout the statute of repose, following final completion of the work.

10. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
11. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed sufficient cause for termination of this contract for default.
12. Contractor's liability shall not be limited to the limits of any required insurance.
13. Harford County, Maryland shall not be liable for payment of any premiums under any required policies of insurance.
14. Harford County, Maryland reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
15. All subcontractors will be required to comply with the above requirements and insurance coverage as well. It is the Contractor responsibility to obtain certificates from Subcontractors as evidence of compliance, and all shall include Harford County, Maryland as an Additional Insured.
16. The contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
17. The Contractor shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.
18. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor to comply with and qualify under said laws, the County shall be required at any time to pay any sum because any employee of Contractor or Subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, the Contractor shall repay to the County such sums paid by the County.
19. Evidence satisfactory to the County that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
20. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors.
21. In all cases, Certificates of Insurance shall be forwarded to the County. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.
22. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford County, Maryland and its elected or appointed officials, related entities and employees to be named additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of the Workers' Compensation, to any coverage or self-insurance program available to the County and shall include waiver of each insurer's rights of subrogation in favor of the County.
23. Contractors or Subcontractors may at their own cost and expense obtain additional insurance to that which is required by the County under this Contract.
24. To the fullest extent permitted by law, the Contractor agrees to indemnify and save harmless Harford County, Maryland, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the negligence or wrongful acts of the Contractor (or any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor.
25. Contractor shall give prompt notice to Harford County, Maryland in the event of any accident or occurrence on the premises or related in any way to this contract
26. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.

DOCUMENTATION TO BE SUBMITTED PRIOR TO THE START OF THE WORK AND AT EACH INSURANCE RENEWAL OR REPLACEMENT UNTIL INSURANCE IS NO LONGER REQUIRED

a. Certificates of Insurance, Certificate Holder must read:
   Harford County, Maryland
   220 South Main Street
   Bel Air, MD 21014
b. Contract Number shall be referenced in the Description of Operations
c. Copy of Additional Insured endorsement(s)
d. Copy of Waiver of Subrogation endorsement on Workers Compensation policy