



100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331  
[www.washco-md.net](http://www.washco-md.net)

**PUR-1369**  
**REQUEST FOR PROPOSALS REGARDING**  
**QUALIFICATIONS & EXPERIENCE / TECHNICAL**  
**PROPOSALS AND PRICE PROPOSALS FOR**  
**WEB SITE DESIGN, DEVELOPMENT AND BUILD SERVICES**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications & Experience / Technical Proposals and Price Proposals from qualified, experienced public sector web site development companies for **Web Site Design, Development and Build Services**, the purpose of which is to design and rebuild [www.washco-md.net](http://www.washco-md.net) and five (5) unique departmental web sites into modern, highly attractive and responsive web sites which takes full advantage of emerging technologies while enhancing customer service.

The Washington County Coordinating Committee shall be evaluating submissions to this request and will consider those firms deemed responsive, responsible and most qualified and experienced. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience / Technical Proposals and Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria to be used by the Committee are available from the Washington County website by accessing <https://www.washco-md.net/index.php/2017/07/25/purch-openinvites/> or from the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330. Inquiries should be directed to Rick Curry, CPPO, Director of Purchasing, at the above address.

A Pre-Proposal Conference will be held on **Wednesday, October 11, 2017 at 1:30 P.M. (EDST)** in the Second Floor Conference Room 2001 of the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged.


One (1) original and seven (7) copies of submittals of Qualifications & Experience / Technical Proposals enclosed in a sealed opaque envelope marked "**Q&E / Technical Proposal – Web Site Design, Development and Build Services**", and one (1) original and seven (7) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – Web Site Design, Development and Build Services**" are due into the Office of Rick Curry, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EDST), Wednesday, November 1, 2017**. The Washington County Coordinating Committee shall evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification.

**NOTE: All Proposers must enter the County Administration Complex through either the front door, 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. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. 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 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 and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact Voice 240-313-2330, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

Inquiries regarding this request should be directed to Rick Curry, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract. The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee. 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.

By Authority of:



Rick Curry, CPPO  
Director of Purchasing

**PUR-1369**  
**REQUEST FOR PROPOSALS**  
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TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR  
WEB SITE DESIGN, DEVELOPMENT AND BUILD SERVICES**

**October 4, 2017**

**I. INTRODUCTION**

- A. The Board of County Commissioners of Washington County, Maryland, hereinafter referred to as the “County”, seeks from all qualified, experienced public sector web site development companies, proposals to provide web site design, development and build services, hereinafter referred to as the “Proposer”. The purpose of which is to design, develop and rebuild **www.washco-md.net** and five (5) unique departmental web sites into modern, highly attractive and responsive web sites which takes full advantage of emerging technologies while enhancing customer service.
- B. Interested Proposers shall provide Qualifications and Experience (Q&E) / Technical Proposal submittals concurrently with Price Proposals in separately sealed envelopes. The County intends to open and review each firm’s Q&E / Technical Proposal to evaluate qualifications and experience and technical approach first. If the Q&E / Technical Proposal is deemed acceptable, the envelope containing the firm’s Price Proposal will then be opened. For those Q&E / Technical Proposals considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm. By virtue of submitting a proposal, all interested parties are acknowledging that this RFP does not obligate Washington County to award a contract or complete the project and that the County reserves the right to reject any or all proposals if it determines that they are not responsive to this Request for Proposals (RFP) or if the proposals themselves are judged not to be in the best interest of the County.
- C. This RFP is being issued by the Public Relations & Community Affairs Department and the respective user divisions and departments for the County. Proposers are specifically directed **NOT** to contact any County personnel, for meetings, conferences or technical discussion related to this RFP. Unauthorized contact of any County personnel may be cause for rejection of Proposer’s RFP response.

All communications regarding the RFP shall be referred to:

Rick Curry, CPPO – Director of Purchasing  
Washington County Administration Complex  
100 West Washington Street, Third Floor, Room 3200  
Hagerstown, MD 21740-4748  
Telephone: 240-313-2330  
FAX: 240-313-2331  
Email: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)

## II. BACKGROUND

- A. Washington County, founded in 1776, is named after then General George Washington and situated in northwestern Maryland. The County's history reflects the history of our nation. A highway, canal and railroad helped our country with western expansion. Today, Washington County is a major crossroad for commerce as two major interstates intersect and contains a regional airport.

According to the Maryland Department of Legislative Services, the Washington County General Fund has one of the lowest costs per capita for services provided of all 23 counties and Baltimore City. This is attributed to the efficiency, staffing levels and cost containment exhibited in Washington County Government operations. This vision not only assisted leadership through the economic downturn it is used to ably assist the Board of County Commissioners of Washington County in achieving goals for moving the County forward as present needs and future plans are addressed.

- B. Mission

Washington County, Maryland Government strives to fulfill its duty to county citizens with regard to operational efficiency, fiscal responsibility, and responsiveness to the needs of the community.

## III. SCOPE OF PURPOSE

- A. Purpose

Washington County is seeking qualified, experienced public sector web site development companies to provide **Web site Design, Development and Build Services** to rebuild **www.washco-md.net** and five (5) unique departmental web sites into modern, highly attractive and responsive websites which takes full advantage of emerging technologies while enhancing customer service that align with the County's goals and expectations. Any aspects of service not addressed in the Scope of Services are left for the Proposer to address. The proposer shall specifically state key estimating assumptions, infrastructure services assumptions, responsibilities of the Proposer, responsibilities of the County, and related tasks deemed out of scope of the proposal.

The County's primary web site (www.washco-md.net) has not been significantly upgraded for at least five (5) years and has approximately 1,200 pages and averages 2,000 page views per day. **The new primary web site and the five (5) departmental web sites will be hosted and maintained on County provisioned server(s) (virtual, cloud) on operating system platforms (Linux or Windows) that best support the web hosting and content management system environment specified by the Proposer, but as part of this project, the new main web site will be accessible via www.washco-md.net and www.washingtoncountyMD.gov.**

Research has shown that organizations should update their web site, at a minimum, every three (3) years. This ensures that:

1. Your web site is staying current with brand
2. Your web site is staying current with consumer search habits
3. Your web site achieves higher indexing thus achieving higher rankings
4. Your web site is keeping up with current consumer trends

Revisions to our current web site can take time to complete. For example, personnel changes can be a time consuming task. Such update processes need to be streamlined so that information stays current. It is our goal that the new web site would streamline numerous processes such as adding content, deleting content, maintaining content and branding consistency. The new web site needs to provide County departments with the flexibility to create custom URLs, to easily revise and manage departmental content and to better target messaging. Web site navigation should be focused primarily on external customers and secondarily on our internal customers (County staff). Functionality needs to focus strongly on best delivery methods and take advantage of emerging technologies and to enhance customer service.

B. Anticipated Benefits

We envision that the content management system will assist selected County staff (departmental web administrators) to take ownership of their departmental content by providing the tools to update their web pages more frequently thus keeping content current and up-to-date. We understand that timely content refresh would keep citizens informed; it would allow us to engage with citizens more frequently, which translates into return web traffic, loyalty, increased customer satisfaction and deemed value.

C. Process

A core project team consisting of selected County staff will guide this project through **six (6) pre-determined phases** and will review and accept all deliverables. The core project team (County Web Project Team) will be led by the Public Relations & Community Affairs Department and will also include members from the Information Technology Department and various other County departments and/or supported agencies. The phases are:

1. **Discovery**
2. **Design**
3. **Prototype Site Design**
4. **Building and Training**
5. **Launch**
6. **Post Launch Support**

The Proposer is expected to complete this project within twelve (12) months after award by the Board of County Commissioners with the following projected time line:

1. Phases 1-3 Completed within four (4) to six (6) months after award
2. Phase 4 Completed within six (6) to eleven (11) months after award
3. Phase 5 Completed in month twelve (12) after award
4. Phase 6 Completed in month twelve (12) after award and for ninety (90) calendar days after launch date

Optionally, the Proposer may complete this project in less than twelve (12) months using the Proposer's proposed project time line. However; the County reserves the right to modify the proposed time line but would only do so after mutual consultation and cooperation with the Proposer.

#### **IV. SCOPE OF WORK**

The general scope of this RFP will be to redesign each of the six (6) web sites using the outlined six (6) phase approach (defined below, **Section V. Process and Deliverables**) for each site and provide the required functionality and requirements while maintaining the branding color palette, URLs (a new URL will be provided for Hagerstowndc.org by the PR Department) and using the same content management system (CMS) across the board. The web sites will be hosted and maintained on County provisioned servers (virtual, cloud) on operating system platforms (Linux or Windows) that best support the web hosting and content management system environment specified by the Proposer. The County prefers that the redesign work for all six (6) web sites be performed concurrently.

##### **A. Requirements**

1. A Content Management System (CMS) shall be licensed (if applicable) and provided that contains web site authoring, collaboration, and administration tools designed to allow multiple administrators and/or users to create, add, delete, link, unlink, upload or modify the following:
  - a) web page(s)
  - b) content (text, photos, email links, hyperlinks, etc.)
  - c) menu items (main, secondary, tertiary and drop-down)
  - d) data file and drop-down links
  - e) upload, and delete files (\*.doc, \*.pdf, \*.dwg, \*.tif, \*.jpg, \*.xls, etc.) to/from web server
  - f) capability to embed Google maps

This CMS shall also provide a security component that is capable to limit administrator(s) and/or user(s) privileges to a specific group assignment (multiple sections/pages) or individual pages.

The County's cost for the provided CMS platform multi-user software license (minimum twenty (20) users) shall be identified on **Attachment A** (Proposal Form).

The proposed/provided CMS platform shall be purchased and licensed to the County (Public Relations & Community Affairs Department).

The installed/implemented version of the CMS onto the County server(s) shall be the most current release made available by the software publisher at the time of implementation.

- The content of the following web sites will be completely incorporated into the new main County web site but must maintain their current branding for their respective web site and pages.

Website	Nomenclature	Logo
Washco-md.net <sup>1</sup>	General County	Yes
Flyhagerstown.com	Hagerstown Regional Airport	Yes
Blackrockgolfcourse.com	Black Rock Golf Course	Yes
Washcorecfit.com	Recreation & Fitness Department	Yes
Ruralheritagemuseum.org	Rural Heritage Museum	Yes
Hagerstowndc.org <sup>2,3</sup>	Department of Business Development	Yes

<sup>1</sup>Some departments that currently fall under washco-md.net do have their own individual logos such as Department of Emergency Services.

<sup>2</sup>This website will need an updated URL to indicate the name change from Hagerstown Economic Development Commission to Department of Business Development. This updated domain URL will be provided by the County.

<sup>3</sup>Washington County Ag Business Development falls under the Department of Business Development but will need separate branding.

Branding for the pages must follow the branding color palette:

Logo Pantone Colors							
Wash Co Main	R	G	B	C	M	Y	K
Blue	2	42	58	96	72	52	57
Blue	0	40	85	100	84	36	39
Gold	209	138	0	17	48	100	2
Wash Co Ag	R	G	B	C	M	Y	K
Green	67	150	58	78	25	100	10
Brown	49	37	28	60	66	74	71
Yellow	245	189	71	3	27	83	0
Gold	209	138	0	17	48	100	2
HGR	R	G	B	C	M	Y	K
Teal	0	96	127	100	55	34	12
Blue	2	42	58	96	72	52	57
Gold	209	138	0	17	48	100	2
Lite Blue	79	134	160	72	37	27	2

Logo Pantone Colors							
DBD	R	G	B	C	M	Y	K
Light Green	122	156	73	57	22	91	4
Dark Green	0	71	80	100	56	55	39
Gold	209	138	0	17	48	100	2
Rural Heritage Museum							
Rural Heritage Museum	R	G	B	C	M	Y	K
Blue	0	44	77	100	83	42	41
Brown	96	56	19	40	70	100	50
Green	76	163	70	51	0	55	37

3. The web site(s) shall operate on all modern operating systems and browsers. Additionally, the web site must be mobile responsive so it works seamlessly on smart phones and tablet computers.
4. The web site(s) shall be compliant with the American with Disabilities Act, Section 508. Additionally, the overall design must be flexible and expandable. Menu and sub-menu items must be easily editable and expandable. All menu and sub-menus will be determined by a combination of government web site best practices and discovery (Phase 1) findings.
5. The web site(s) must have the ability to embed social media streams on the main landing pages for all six (6) web sites.
6. Code for Google Analytics shall be included on all web pages. This code will be provided by the County IT Department.
7. Photos that are uploaded to the web site must have the option to be optimized to the appropriate file size for web publishing and viewing.
8. The cost for Proposer provided support after the Post Launch Support time period has expired shall be identified on **Attachment A** (Proposal Form). The proposer shall provide CMS support services that include content, functionality and database support for one calendar year commencing on ninety (90) days after launch date.
9. Proposer’s submitting proposal shall do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the County, or participating in any selection interviews.



## V. PROCESS AND DELIVERABLES

### A. Schedule

The Proposer shall complete all work and services specified in this RFP within twelve (12) months after award by the County with the following projected time line:

1. Phases 1-3 Completed within four (4) to six (6) months after award
2. Phase 4 Completed within six (6) to eleven (11) months after award
3. Phase 5 Completed in month twelve (12) after award
4. Phase 6 Completed in month twelve (12) after award and for ninety (90) calendar days after launch date

The County prefers that the redesign work for all six (6) web sites be performed concurrently. Optionally, the Proposer may complete this project in less than twelve (12) months after award by the County using the Proposer's proposed expedited project time line. However; the County reserves the right to modify the proposed time line but would only do so after mutual consultation and cooperation with the Proposer.

### B. Discovery Phase (Phase 1)

The development of the new site shall start with an intensive discovery process. This process shall serve to identify, gather, organize and prioritize content. The discovery process shall include a thorough review of the County's existing web sites as well as an evaluation of business goals and target audiences.

#### 1. Deliverables

The Discovery Phase shall deliver the following key documentation that shall serve as the website development guideline:

- a) Identify the individuals (internal and external) that use the County web sites and conduct a needs assessment. This process shall involve:
  - 1) Understanding of how the website fits into the County's communications roadmap
  - 2) Engaging County departments in organizational goal setting to ensure project success
  - 3) Audit site for all third party applications usage and determine method of delivery on new website
  - 4) Collaborate with each department, groups and/or agencies to evaluate online services, and develop a plan for navigation and content changes using government industry standards and best practices

- 5) Create and provide an action plan and recommendations to close identified gaps, set project priorities and strategies for overall project governance
- b) The above will be accomplished via user studies that may involve the following techniques but not limited to:
  - 1) Analysis of current website traffic data to find out how citizens are reaching Washington County and what product and service information they need and expect
  - 2) Digitally solicited community surveys
  - 3) Community interviews conducted by one-on-one conversations with independent sources
  - 4) Small group focus groups/discussions
- c) The overall web site architecture such as primary, secondary and tertiary navigation shall be determined and documented. The current site(s) content will be evaluated as well as potential content for new pages and/or business areas identified. The architecture document will map the movement of users through the new proposed site. It will provide direction for page layout/design and serve as the blueprint for the overall web site construction.

C. Design Phase (Phase 2)

The following is an inclusive but not necessarily an exhaustive list of the requirements, desired features and deliverables for the Design Phase:

1. Requirements

The Proposer shall use the findings from the Discovery Phase that adheres to the required branding guidelines specified above and addresses the needs of the target audiences uncovered during the needs assessments.

- a) Redesign the web site(s) to modernize the design and layout.
- b) The design should support a framework that provides a flexible viewer experience that is integrated into the proposed CMS that uses platform-agnostic standards for dynamic content elements such as HTML5 without the need for third-party software.
- c) The design process shall include review and revision cycles, as needed, to achieve approval of final design by the County Web Project Team.

- d) The new web site(s) design incorporates best practices for government web sites.

2. Desired Features

- a) Single Revision Functionality: If a revision is made, it is made site-wide. For example: a spelling revision or removal/revision of someone's name that no longer works for the County.
- b) Frequently Asked Questions (FAQs): An easier to use FAQs section or a method addressed through industry standards.
- c) Search: Robust comprehensive search function
- d) Social Media: Display all social media channels and seamlessly integrate that information into the web site's design.
- e) Constant Contact: Solution for press releases from Constant Contact to be downloaded automatically to site's "News Section" or another comparable solution.
- f) Calendar: Intuitive calendar of events function.
- g) Events/RSVP: A tool to develop special events and corresponding RSVP system.

3. Deliverables

- a) Detailed design layouts for all page and feature templates.
- b) Detailed functional specifications.
- c) Usability test results and related data.

D. Prototype Site Design Phase (Phase 3)

The following is an inclusive but not necessarily exhaustive list of the requirements of the Prototype Page Design Phase. This list includes all of the deliverables necessary to begin building the site in the CMS and the host server environment. Please note that the deliverables (hardcopy or digital) must be clearly labeled and contain only the necessary assets as prescribed.

1. Deliverables:

- a) Page Prototypes: Design and create non-functional Prototype wire frame pages for each unique page type. Files can be delivered via links or via PDF.

- b) Graphic Assets: Separate files detailing all necessary graphic assets.
- c) Style Guide: A comprehensive web site style guide that can be edited by the County PR staff on an ongoing basis.
- d) Infrastructure/Technical Guide: A comprehensive infrastructure and technical guide that documents the required\recommended sever resources (CPU, RAM, Disk, etc.), operating system specification, network and bandwidth specifications, etc. that County IT staff will use to build, configure and prepare the host server environment for implementation.

E. Building and Training Phase (Phase 4)

The following is an inclusive but not necessarily exhaustive list of the requirements of the Building and Training Phase:

1. Installation, Review and Validation

- a) Installation, configuration and testing tasks shall be performed by the Proposer with technical support from County IT on an as needed basis for infrastructure/server integrity and the Public Relations & Community Affairs Department on an as needed basis to ensure design integrity.
- b) Proposer shall review prototypes for all page types with the County Web Project Team in the staging environment during the building phase to validate integrity of design.

2. Training

The County intends to use a “train-the-trainer approach” for its web administrator training solution. The Proposer shall prepare all materials for and lead on-site, hands-on training for the train-the-trainer sessions. The train-the-trainer training sessions shall include instructional presentation of material and hands-on interactive components in which County staff can perform operational functions and tasks. The Proposer shall prepare and provide a complete and comprehensive end-user “how to use” system manual (digital and single hardcopy) for the content management system package, as configured, and shall contain detailed documentation, material and screen shots for all content management system functionality. Additionally, written instructions on how to create new administrators, set/revoke permissions and roles and how to reset passwords shall be provided to the IT Department.

- a) Proposer shall provide a minimum of forty (40) hours of train-the-trainer on the CMS functionality for the County Web Project Team.
- b) Proposer shall provide a minimum of forty (40) additional hours of training on the CMS and website capabilities and functionality with Public Relations Department.

F. Launch Phase (Phase 5)

The following is an inclusive but not necessarily exhaustive list of the requirements of the Launch Phase:

1. Launch Support

- a) Proposer shall be available to successfully address within a four (4) hour time window any quality assurance, functionality or performance issues during the first ninety (90) calendar days after launch date.
- b) Proposer shall be available to answer within a two (2) hour time window any CMS questions submitted by the County Web Project Team or designated website administrators during the first ninety (90) days after launch date.

G. Post Launch Phase (Phase 6)

The following is an inclusive but not necessarily exhaustive list of the requirements of the Post Launch Phase:

Post Launch Support: Shall provide CMS support services that include content, functionality and database support for ninety (90) calendar days after launch date.

## VI. QUALIFICATIONS

Each Proposer shall demonstrate its qualifications by providing the County with a proposal includes the following information, which the County will use as criteria for evaluating the Proposer's response.

- A. The Proposer's resources that verbally communicate with County employees must speak fluent English and shall not have an accent that is difficult for County employees to comprehend.
- B. The Proposer's firm must be able to provide trained, certified, and experienced public sector resources that are able to successfully perform all tasks and assignments required and derived from the Scope of Work and this RFP. The County reserves the right. At its sole discretion, to reject any individual deemed inappropriately qualified for any task or assignment and the Proposer may propose a qualified alternate.
- C. Proposers shall demonstrate past experience in meeting the following minimum qualifications :
  - 1. Proposers shall provide sufficient detailed information that demonstrates successful completion of comparable work on similarly complex projects.

2. Proposers must have performed such work for a minimum of eight (8) years, either as a company or as the median length of experience of team member's if Proposer's company has existed for less than eight (8) years.
3. Experience designing web sites published through Oracle WebCenter Content, Evoq Content or a comparable content management system (CMS) product
4. Experience developing web sites that utilize current design best practices (including flexible designs for desktop, mobile and tablet).
5. Experience developing web sites that comply with Section 508 of the US Rehabilitation Act to provide optimal accessibility to citizens.
6. Experience delivering large-scale projects that included collaborating with client side web teams and third party vendor solutions.

## **VII. TERMINATION OF CONTRACT**

- A. Termination for Cause: Washington County may terminate the contract at any time that the Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
- B. Washington County shall provide the Proposer with ten (10) calendar days' written notice of conditions endangering performance. If after ten (10) calendar days' written notice the Proposer fails to remedy the condition contained in the notice, Washington County shall issue an order to stop work immediately.
- C. Washington County shall be obligated to reimburse the Proposer only for those services rendered prior to the date of notice of termination.
- D. Unilateral Right to Terminate: With the mutual agreement of the County and the Proposer upon receipt of not less than sixty (60) calendar days' written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- E. Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, Washington County shall have the right to terminate the contract without penalty by giving not less than ninety (90) calendar days' written notice documenting the lack of funding.

## **VIII. 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 Services Selection that can be viewed at <http://www2.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. No proposal preparation expense will be

paid by the County in response to this solicitation. The County reserves the right to substitute Committee members, if necessary. No assumptions should be made on the part of the Proposer as to this Committee's prior knowledge of Proposer's abilities.

**B. Two separate proposals shall be submitted in separately sealed opaque envelopes. One shall be the Qualifications and Experience (Q&E)/Technical proposal of the Proposer. The other shall be the Price Proposal. The Price Proposal will only be opened if the Proposer is considered responsible, qualified and responsive to this request after detailed review of the Q&E/Technical Proposal by the Coordinating Committee. (DO NOT INCLUDE ANY PRICE FIGURES IN THE COMBINED Q&E / TECHNICAL PROPOSAL SUBMITTAL).**

**C. As a minimum, the Qualification and Experience (Q&E) / Technical Proposal submittal shall include the following:**

1. In order to facilitate the analysis of responses to this RFP, proposers are required to prepare their proposals in accordance with the instructions outlined in this section. Proposers are encouraged to respond in the same order in which the questions are presented. Failure to respond in full to any items may eliminate Proposer from further consideration, resulting in the Price Proposal being returned unopened. Similarly, inclusion of price information expressly disallowed in the Combined Q&E / Technical Proposal will eliminate Applicant from further consideration. **Each Proposer is required to submit the proposal in a sealed opaque envelope.**
2. Proposal shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer'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 must be numbered and clearly labeled.
3. The proposal shall be organized into the following major sections:

<b>Section</b>	<b>Title</b>
	<b>Title Page</b>
	<b>Table of Contents</b>
	<b>Letter of Transmittal</b>
<b>1.0</b>	<b>Executive Summary</b>
<b>2.0</b>	<b>Staff Names &amp; Resumes</b>
<b>3.0</b>	<b>Proposed Project Schedule</b>
<b>4.0</b>	<b>Approach Narrative</b>
<b>5.0</b>	<b>Professional References</b>
<b>6.0</b>	<b>Demonstration of Experience</b>
<b>7.0</b>	<b>Acknowledgement of Addenda</b>
<b>8.0</b>	<b>Supplemental Information</b>

4. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.
- a) Responses shall contain a **Letter of Transmittal** that shall be typed on the Proposer's letterhead and include the following:
    - 1) The identification of the Proposer submitting the proposal.
    - 2) The name, title, telephone number, fax number, and e-mail address of the person or persons authorized to contractually obligate the Proposer with this proposal and in future negotiations.
    - 3) The names, titles, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications.
    - 4) An indication of acceptance of the general requirements and contract terms as described within this request for proposal.
    - 5) An acknowledgement of receipt of all amendments to this request.
    - 6) The letter must be signed by a person authorized to obligate the Proposer in a contract offer.
  - b) **Executive Summary (Section 1.0)** - This part of the response to the RFP shall be limited to a brief narrative highlighting the Proposer's qualifications. **The Executive Summary must not include cost quotations.** Please note that the executive summary shall identify the primary engagement manager for the services.
  - c) **Staff Names & Resumes (Section 2.0)** - Names and resumes of the specific staff who will be assigned to the project. Clearly identify their project responsibilities.
  - d) **Proposed Project Schedule (Section 3.0)** - A project schedule that clearly identify those milestones and tasks that you deem critical.
  - e) **Approach Narrative (Section 4.0)** - A narrative describing the Proposer's overall approach to the project. This narrative should clearly identify special or unique features of the project and their anticipated approach.
  - f) **Professional References (Section 5.0)** - At least three (3) professional references of similar web development projects that your organization has completed in the past five (5) years for local governments, education, non-profit or public sector clients, including size and scope of project, name and telephone number of current contact person. **The County will not call Proposers to tell them that their references will be called because all references provided will be contacted by the County during the selection process.**



- g) **Demonstration of Experience (Section 6.0)** - Provide the following examples of your firm's work with public sector, education, non-profit, and/or government organizations:
  - 1) Examples of start-to-finish work that helped organizations solve complex needs that included providing simplified ways of curating and surfacing related content.
  - 2) Provide examples demonstrating expertise in flexible design that performs effectively on desktops, mobile and tablets across all operating systems and multiple browsers.
- h) **Acknowledgement of Addenda (Section 7.0)** - Acknowledgement of any Addenda issued by the Washington County Purchasing Department.
- i) **Supplemental Information (Section 8.0)** - Any other information the Proposer considers important to the conduct of this work.

D. As a minimum, the **Price Proposal** portion of the proposal shall include the following information:

- 1. The Proposal Form (Attachment A) contained herein including acknowledgement of any Addenda issued by the Washington County Purchasing Department.
- 2. A detailed man-hour breakdown with the assigned hourly rate used to establish the lump sum fee.
- 3. The cost for the CMS platform multi-user software license (minimum twenty (20) users). Annual maintenance and support costs for the first year shall be included in this price, if applicable. The CMS platform shall be licensed to the County (Public Relations & Community Affairs Department).
- 4. The cost of Proposer provided support after the Post Launch Phase has elapsed. The vendor shall provide CMS support services that include content, functionality and database support for one calendar year commencing on ninety (90) calendar days after launch date.
- 5. Optional extra work hourly rate quotation that the County could exercise in the event extra work becomes necessary for thirty six (36) months after the project is complete. This hourly rate shall be used as the basis for compensation for extra work and shall include the Proposer's total costs for actual payroll, support, supervision, fringe benefits, overhead, travel, expenses, printing, profit and incidentals. The actual breakdown for this hourly rate is not required.
- 6. The proposal must be accompanied by a fully executed Affidavit (Attachment B) executed by the Proposer, or in case the Proposer is a corporation, by a duly authorized representative of said corporation, on the form provided.
- 7. Costs shall be calculated with the understanding that the form of compensation for this project shall be a lump sum fee for the original Scope of Work.

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

## IX. INSURANCE REQUIRED

- A. The successful Proposer shall show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as outlined in the attached copy of Washington County's *Insurance Requirements for Independent Contractors Policy* (Attachment C).
- B. Certificates of Insurance shall be provided as required at no additional cost to the County.

## X. COMPENSATION

- A. The County will issue a Notice to Proceed (NTP) upon award of this RFP by the Board of County Commissioners of Washington County, Maryland (BOCC) and contract acceptance.
- B. The Proposer will be compensated on an hourly basis with an established not-to-exceed cost for this project. Once the NTP is issued, the Proposer shall proceed with the project, invoicing the County on a monthly basis based upon the actual man-hours worked and charged to this project. Submitted along with the invoice shall be a breakdown of all man-hours charged and a brief description of project progress. The Manager of the Public Relations & Community Affairs Department must receive monthly invoices by the 10<sup>th</sup> day of the month following the month for which the invoice is submitted. **Failure to include the requested information with the invoice will result in rejection of the invoice.**
- C. The County **may** withhold a retainage of ten (10%) percent of all fees due to the Proposer. The retainage shall be paid in full within thirty (30) calendar days of satisfactory completion of the project. Satisfactory completion is at the sole discretion of the County.
- D. The hourly rate for all work performed under this RFP and subsequent agreement shall be shown on **Attachment A** (Proposal Form). **DO NOT MODIFY ATTACHMENT A.**
- E. The Proposer's proposed **hourly rate** shall be considered as straight time and no overtime rates shall be permitted. The Proposed hourly rate shall also include all required business expenses in order to complete all activities, assignments, tasks, training, etc. The proposed hourly rate shall also include all travel related expenses (per diem, transportation, etc.), supervision, and all other related business expenses. No compensation will be provided for Proposer travel, mileage, etc. other than the actual man-hours used to travel to and from Washington County. The maximum travel reimbursement per calendar day shall be limited to 8 man-hours per Proposer and shall be reimbursed at fifty (50%) percent of the Proposer's hourly rate.

- F. Approved invoices shall be paid within thirty (30) calendar days of receipt of a proper invoice. Payment will be made for work satisfactorily completed unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

## **XI. EXTRA WORK**

- A. The Proposer's Price Proposal shall include an optional extra work hourly rate quotation that the County could exercise in the event extra work becomes necessary for thirty six (36) months after the project is complete. This hourly rate shall be used as the basis for compensation for extra work and shall include the Proposer's total costs for actual payroll, fringe benefits, overhead, transportation, expenses, profit, and incidentals (the actual breakdown for this hourly rate is not required). Failure to include such information may render the submission as non-responsive.
- B. In the event that extra work becomes necessary, the County shall furnish a detailed scope of work for same to the Proposer and shall request that the Proposer establish a "not to exceed" cost for the required services.
- C. Upon agreement of the "not to exceed" figure by both parties, the Proposer shall proceed with the necessary work and shall invoice the County for the actual man-hours charged to that item. The Proposer's invoice shall be based on the extra work hourly rate quoted in his/her Proposal. The total invoicing for the extra work shall not exceed the previously agreed upon total cost without the prior written approval of the Board of County Commissioners of Washington County, Maryland.

## **XII. SELECTION PROCESS**

- A. The Washington County Coordinating Committee will evaluate the responses to this request and select Proposers judged to be responsive, most qualified, and experienced. The Coordinating Committee shall be comprised of the Manager of the Public Relations & Community Affairs Department (Committee Chairman Designee), Director of Purchasing, Director of Information Systems, Deputy Director of Information Systems, Chief of Design – Engineering, Marketing Specialist, and IT Services Specialist II.
- B. Contract award/negotiation processes will be based on a formal methodology established by Washington County. It is the County's intent to open and review each Proposer's Qualification & Experience/Technical Proposal to determine qualifications, experience and technical expertise. If the Coordinating Committee determines that a Proposer's Qualification's & Experience/Technical Proposal is acceptable, the packet containing the Proposer's Price Proposal will then be opened.
- C. Since it is the County's desire to select the most qualified Proposer, 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.

- D. The contract shall be awarded to a Proposer with personnel considered qualified. This project shall be awarded based upon a combination of professional qualifications and experience, responsiveness to this Request for Proposal, the Price Proposal, and ability to meet the Scope of Work.
- E. Although not the sole determining factor, price shall then be the prime determining factor in selecting the qualified Proposer receiving the contract.

### **XIII. RESERVATIONS**

The County reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require. The County reserves the right to require interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County. The County reserves the right to not hold discussions after award of the RFP/contract. Nothing in this RFP or the contract between the County and the successfully awarded Proposer shall prohibit the County from retaining the services of other Proposers on related project activities, tasks, and assignments that the County deems is not covered under this contract.

### **XIV. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference shall be held on **Wednesday, October 11, 2017 at 1:30 P.M. (EDST)** in the Washington County Administration Complex, Conference Room 2001, Second Floor, 100 West Washington Street, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference is not mandatory, but is encouraged. It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal.

### **XV. TERMS AND CONDITIONS**

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Proposer if the successful Proposer does not execute a contract within fifteen (15) days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information.
- C. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the County the services set forth in the above Scope of Work.
- D. The selected Proposer shall be required to enter into a contract agreement with the County.
- E. Any agreement or contract resulting from the acceptance of proposal shall be on a form(s) approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the absolute right to modify or reject any agreement or contract provisions that do not conform to this Request for Proposal and/or any County requirements for agreements and contracts.

- F. The Proposer 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 Director of Information Systems.
- G. No reports, information or data given to or prepared by the Proposer under the contract shall be made available to any individual or organization by the Proposer without the prior written approval of the Washington County Manager of Public Relations & Community Affairs Department.
- H. Proposers are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., General Provisions Article, Title 4. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to General Provisions § 4-335, the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed a trade secret or commercial information must be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner..
- I. The County reserves the right to not hold discussions after award of the contract.
- J. By submitting a proposal, the Proposer agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- K. **Payment of County and Municipal Taxes:** 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."
- L. **Political Contribution Disclosure:** The Proposer 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.

- M. **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](mailto:sdat.charterhelp@maryland.gov), and phone numbers are: (410) 767-1340 or (888) 246-5941.
- N. **Independent Contractor Status:** The successful Proposer is an independent contractor and neither the Proposer nor its employees, agents, nor representatives of the Proposer shall be considered employees, agents or representatives of the Board of County Commissioners. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association between Board of County Commissioners and the Proposer. From any amount due the Proposer, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax is the responsibility of the Proposer.
- O. **Compliance with Laws:** The Proposer hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the American Disabilities Act of 1990, 101-336, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.
- P. **Indemnification:** 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 of damages, compensation or benefits payable for or by the Proposer or any agent of the Proposer under the Worker's Compensation Act, disability benefits act, or other employee benefits acts.
- Q. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.

#### **XIV. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:**

It is the Proposer's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any Proposer find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: Rick Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740, FAX: 240-313-2331, email: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net). All necessary interpretations shall 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. (EDST), Friday, October 20, 2017 may not be considered.** Every interpretation made by the County shall be made in the form of an addendum which, if issued, shall be sent by the Director of Purchasing to all interested parties.

#### **XVII. PROPOSAL AND AWARD SCHEDULE**

- A. Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall not be considered in the evaluation process and shall be returned unopened.
- B. It is expected that the contract award shall be made within forty-five (45) calendar days after the receipt of proposals. The contract shall be awarded to the Proposer whose proposal, conforming to this request, shall be the most advantageous to the County.
- C. Proposals must give the full name and address of the Proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- D. Proposals cannot be altered or amended after they are opened.
- E. Price proposals which accompany any combined Q&E / Technical Proposal that is determined to be unacceptable to the Coordinating Committee shall be returned unopened to the Proposer.
- F. The approval or disapproval of Proposers shall be determined by their response to this request and on past performance. No assumptions should be made on the part of the Proposer as to this Committee's prior knowledge of their abilities.
- G. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide the County the services set forth above.

## XVIII. SUBMITTALS

If your firm is interested in performing the above services, please send one (1) original and seven (7) copies of submittals of Qualifications and Experience/Technical Proposals enclosed in a sealed opaque envelope marked "**Q&E / Technical Proposal – Web Site Design, Development and Build Services**", and one (1) original and seven (7) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – Web Site Design, Development and Build Services**". Submittals are due into the Office of Rick Curry, CPPO, - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EDST), Wednesday, November 1, 2017**. The Washington County Coordinating Committee shall evaluate the submittals. Failure to comply with providing the above required information for the Committee's review may result in disqualification of that firm. Inquiries should be directed to Rick Curry, CPPO - Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County 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.

Sincerely,



Rick Curry, CPPO  
Director of Purchasing

WASHINGTON COUNTY  
COORDINATING COMMITTEE

RFC:rmm  
Attachments (3)  
cc: Coordinating Committee



PUR-1369  
PROPOSAL FORM  
BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND  
WEB SITE DESIGN, DEVELOPMENT AND BUILD

The Firm of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and the following Addenda (fill in appropriate Addenda Information):

No. \_\_\_\_\_ Dated \_\_\_\_\_; No. \_\_\_\_\_ Dated \_\_\_\_\_; No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_; No. \_\_\_\_\_ Dated \_\_\_\_\_; No. \_\_\_\_\_ Dated \_\_\_\_\_

for the following amounts. Amounts shall be shown in both words and figures. **The written amount shall govern all costs.**

**A. Proposed Hourly Rate:**

Proposed Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

**B. Content Management System (CMS):**

The cost for the CMS platform multi-user software license (minimum twenty (20) users). Annual maintenance and support costs for the first year shall be included in this price, if applicable.

CMS Title: \_\_\_\_\_ Version: \_\_\_\_\_

Proposed Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

**C. Post Launch Support (CMS) Annual Software Support provided by Proposer:**

The cost for twelve (12) months of Proposer provided Post Launch Support. The vendor shall provide CMS support services that include content, functionality and database support for one calendar year commencing on sixty (60) days after launch date.

Proposed Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Written) (Figures)

**D. Extra Work - Proposed Hourly Rate Option:**

The Proposer's **optional** extra work hourly rate quotation that the County could exercise in the event extra work becomes necessary for thirty six (36) months after the project is complete. This hourly rate shall be used as the basis for compensation for extra work and shall include the Proposer's total costs for actual payroll, fringe benefits, overhead, transportation, expenses, profit, and incidentals (the actual breakdown for this hourly rates is not required).

Proposed Rate: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
 (Written) (Figures)

Item	Web Site Design, Development & Build Tasks	Proposed Hourly Rate <sup>(1)</sup>	Number of Hours Proposed for Web Site Design, Development & Build Tasks	Price Extended (rate x hours)
A	Washco-md.net (to include all training hours)	\$		\$
	Flyhagerstown.com	\$		\$
	Blackrockgolfcourse.com	\$		\$
	Washcorecfit.com	\$		\$
	Ruralheritagemuseum.org	\$		\$
	Hagerstownedc.org	\$		\$
	<b>SUB TOTAL (Total of A)</b>			\$
B	Content Management System (CMS) multi-user license and first year of annual maintenance and support			\$
C	Post Launch Support (CMS) Annual Software Support provided by Proposer			\$
	<b>LUMP SUM TOTAL (Total of A thru C)<sup>2</sup></b>			\$

- Hourly rate as Written on the Proposal Form - Attachment A. In the event of a transposing or computation error on this form the hourly rate indicated on the Proposal Form (Attachment A) applied to the designated number of hours per respective task will be the prevailing price.
- This total is the value that will be used to designate the responsive, responsible Proposer with the lowest price proposal for award.

**PROPOSER MUST SIGN HERE**

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

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature of Officer of Firm: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

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

**EXCEPTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary; if no exceptions are being taken, state NONE)

**WASHINGTON COUNTY, MARYLAND  
PURCHASING DEPARTMENT  
AFFIDAVIT**

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

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Proposal Number (PUR-1369)

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

**AFFIDAVIT III**

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

**AFFIDAVIT IV**

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

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

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

\_\_\_\_\_  
TITLE

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

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:** \_\_\_\_\_

**I. PURPOSE**

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

**II. ACTION**

The following should be inserted in all Independent Contractor Contracts:

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

- 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)

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

Minimum Limits Required:

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

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

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

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

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

Minimum Limits Required:

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

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

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

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

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

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997