



COORDINATING COMMITTEE

PUR-1697 REQUEST FOR PROPOSALS

REGARDING QUALIFICATIONS AND EXPERIENCE/ TECHNICAL PROPOSALS AND PRICE PROPOSALS

LIGHTED DRONE SHOW CONSULTANT

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals and Price Proposals from consultants to provide proposals for Drone Show services for public entertainment purposes for the Semi-quincentennial (250th Anniversary) Celebration in Washington County, MD. The County wishes to obtain drone show services under a Professional Services Agreement. The County will award no more than one contract on a not-to-exceed basis.

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

The format for submittals, information regarding the scope of work, and selection criteria used by the Committee is available immediately from the Washington County, Maryland website by accessing: <https://www.washco-md.net/purchasing-department/purch-open-invites/> for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, telephone 240-313-2330 and through the online bidding site: <https://washco-md.ionwave.net>. For assistance with the online bidding site, you may contact **Support**: Dial: 866.277.2645 x 4, or Email: support.ionwave@eunasolutions.com.

A Pre-Proposal Conference/Teleconference will be held on **Thursday, July 18, 2024, at 10:00 A.M., (EDT/EST)** in the Washington County Administration Complex, Third Floor Conference Suite No. 3000, 100 West Washington Street, Hagerstown, Maryland. All interested proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call 240-313-2330 prior to the teleconference for further instructions.

All interested Providers providing **"hardcopy"** submittals **only** shall send one (1) original, five (5) copies of the Qualifications and Experience Submittal enclosed in a sealed opaque envelope marked **"Q&E/Technical Proposal - (PUR-1697) LIGHTED DRONE SHOW"** and one (1) original, five (5) copies of their Price Proposal in a separately sealed opaque envelope marked **"Price Proposal – (PUR-1697) LIGHTED DRONE SHOW"**, with the firm's name and address clearly written on the outside of both envelopes to the Office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M (EDT/EST), Wednesday, August 7, 2024**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review shall result in disqualification. The County intends to open and review each Provider's Q&E to evaluate their qualifications and experience first. If the Q&E is

deemed acceptable, the envelope containing the Provider's Price Proposal will then be opened. For those Q&Es considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm's return address located on the outer packaging. ***Facsimile or Electronic Bids of any type other than through the new online bidding platform will not be accepted.***

Each proposal must be accompanied by a Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Maryland in an amount equal to five (5%) percent of the base proposal. Certified/Cashiers' checks made payable to the Washington County Treasurer will be accepted in lieu of said bond. Proposer's Non-Collusion/Anti-Bribery Affidavit must also be submitted with the proposal.

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

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

Washington County, Maryland shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County, Maryland do 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 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference/Teleconference.

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

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

IMPORTANCE NOTICE

In the near future, Washington County, Maryland Purchasing Department will be moving to a procurement portal powered by Euna for accepting and evaluating solicitations. We strongly encourage you to register now to receive solicitation notices. To register, visit: <https://washco-md.ionwave.net>.

Contact Support:

Dial: 866.277.2645 x4

Email: support.ionwave@eunasolutions.com



COORDINATING COMMITTEE

**PUR-1697
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE /
TECHNICAL PROPOSALS AND PRICE PROPOSALS**

LIGHTED DRONE SHOW

July 11, 2024

I. INTRODUCTION:

Washington County, Maryland, hereinafter referred to as the County, is requesting proposals from qualified consultants to provide a lighted drone show service. The Request for Proposals (RFP) is to identify and select an experienced lighted drone show consultant, agency or team that will be responsible for the design and production of a state-of-the-art lighted drone show performance for the 250th Anniversary of America Capstone Event, which will be held at the Washington County Agriculture Center, 7313 Sharpsburg Pike, Boonsboro, MD 21713. The facility offers 68 acres of indoor and outdoor areas and is conveniently located seven miles south of Hagerstown/I-70. Washington County Government is looking to enter into a contract with a secure consultant for the 250th Anniversary of America Capstone Event on Saturday, July 4, 2026.

II OBJECTIVES OF RFP:

To result in a contract between the successful proposer and Washington County, Maryland that will meet the following objectives:

- A. Celebrate National Milestone: Commemorate the 250th anniversary of the United States and Washington County, MD with a unique and memorable lighted drone show that reflects the historical significance and patriotic spirit of America and Washington County, MD.
- B. Engage the Community: Foster a sense of community and pride among Washington County residents by providing an inclusive and engaging lighted drone show production that brings people together.
- C. Showcase Innovation: Highlight technological advancements and innovation through the use of drones, demonstrating the blend of historical celebration with modern technology.
- D. Educate and Inspire: Educate the audience on key historical events and figures from the past 250 years through creative and informative drone light displays, inspiring a deeper appreciation for history.
- E. Enhance Local Culture: Showcase the rich history and cultural heritage of Washington County within the broader narrative of America's 250th anniversary, emphasizing local contributions to national history through creative and informative drone light displays.

- F. Provide Family-Friendly Entertainment: Offer a safe, enjoyable, and family-friendly show that caters to individuals of all ages, ensuring a positive experience for all attendees.
- G. Create Lasting Memories: Design the lighted drone show to leave a lasting impression on attendees, creating fond memories and a sense of pride in being part of Washington County's celebration of America's and Washington County, MD's 250th anniversary.

III. PROPOSAL PROCESS:

- A. The following is a schedule of events concerning the proposal process:

Distribution of the RFP	Thursday, July 11, 2024
Pre-proposal meeting and site visit	Thursday, July 18, 2024, at 10:00 A.M., (EDT/EST)
Deadline for receipt of questions	Thursday, July 25, 2024, at 4:00 P.M., (EDT/EST)
Deadline for Receipt of Proposals	Wednesday, August 7, 2024, at 4:00 P.M., (EDT/EST)
Commence Services on or before	Monday, August 26, 2024 (tentatively)

- B. **Hardcopy Submittals:** One (1) complete original with five (5) duplicate copies of the (Q&E/ Technical Proposal and One (1) complete original with five (5) duplicate copies of the Price Proposal) shall be submitted in separately sealed envelopes with the firm's name and address clearly written on the outside of both envelopes to:

Rick F. Curry, CPPO – Director of Purchasing
 Washington County Purchasing Department
 Washington County Administration Complex
 100 West Washington Street, Suite 3200
 Hagerstown, MD 21740

Electronic Submittals: Proposals submitted through the online bidding site shall also be submitted as two (2) separate documents; One (1) titled (Q&E/ Technical Proposal and One (1) titled Price Proposal).

- C. Proposals must be received no later than **4:00 P.M., (EDT/EST), Wednesday, August 7, 2024**, at the address set forth above. Proposals received after the stated deadline for receipt of proposals shall not be considered and shall be returned unopened.
- D. All proposals must be accompanied by a surety bond given in the amount of five percent (5%) of the proposed base proposal and may be given at the option of the proposer by Certified Check, Cashier's Check or Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Maryland.

IV. SELECTION CRITERIA (Criteria for Evaluation)

- A. The Washington County Coordinating Committee will evaluate responses to this request and select those Providers to be most qualified. It is the County's intent to open and review each firm's Q&E/Technical Proposal to determine qualifications and experience and technical approach for providing the subject services. If the Coordinating Committee determines that a Provider's Q & E/Technical approach is satisfactory, the envelope containing the Provider's Price Proposal will then be opened.
- B. The Washington County Coordinating Committee shall be comprised of the Director of Public Relations and Marketing (Committee Designee), County Administrator, Committee Advisor, County Buyer, and Director of Purchasing. The County reserves the right to substitute

Committee members, if necessary. The approval or disapproval of a consultant will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of the Consultant's abilities.

- C. Since it is the County's desire to select the most qualified Consultant, the Coordinating Committee reserves the right to schedule oral presentations with a consultant to assist in the evaluation. Presentations shall take place within ten (10) business days following notification. Discussions may cover cost, methods of operation, and all other relevant factors.
- D. The Consultant shall be selected based on the written proposals and any requested presentations. The Coordinating Committee shall review all proposals and make their recommendations for selection. The primary criteria used in making a selection shall be as follows:
 - 1. The consultant's demonstrated experience and expertise in similar settings and operations.
 - 2. Past history and references or reviews. Consultants shall include a listing of references with their proposals, indicating facility locations, names, and telephone number of facility contact person. This list shall contain at least five (5) current references or reviews of the past five (5) years, preferably of a size and service complexity comparable to the 250TH Anniversary of America Capstone Event.
 - 3. The consultant's financial stability and condition.
 - 4. Consultant's development of a plan for lighted drone show service that best meets the stated objectives and needs for the 250th capstone event.
 - 5. Oral presentations, if required.
 - 6. Geographic location in relationship to Washington County, Maryland.
 - 7. Compliance with proposal instructions.

V. METHOD OF AWARD:

- A. It is anticipated that the award shall be made to the consultant whose proposal is determined to be professionally and technically complete. The selection process may; however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the County requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the proposers.
- B. The County reserves the right to award this contract not necessarily to the proposer with the lowest bid offered, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP and provide the necessary lighted drone show services. The successful proposer shall be chosen based on the qualifications and selection criteria discussed in Sections IV and V of this proposal.
- C. The successful proposer shall commence work only after the transmittal of a fully executed contract Agreement and after receiving written notification to proceed from Washington County, Maryland. The successful proposer shall perform all services indicated in the proposal in compliance with the negotiated contract. Washington County, Maryland reserves the right to

reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Washington County, Maryland shall not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

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

VI. PROPOSAL PACKAGE:

Hardcopy Submittals: All interested Providers shall send one (1) original, five (5) copies of the Qualifications and Experience Submittal enclosed in a sealed opaque envelope marked "**Q&E/Technical Proposal - (PUR-1697) Lighted Drone Show**" and one (1) original, five (5) copies of their Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – (PUR- 1697) Lighted Drone Show**", with the firm's name and address clearly written on the outside of both envelopes to the Office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M (EDT/EST), Wednesday, August 7 , 2024**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee's review may result in the disqualification of that firm. Inquiries should be directed to Rick F. Curry, CPPO Director of Purchasing, at 240-313-2330.

Electronic Submittals: Proposals submitted through the online bidding site shall also be submitted as two (2) separate documents; One (1) titled (Q&E/ Technical Proposal and One (1) titled Price Proposal.

Proposers must submit a response in the form of a proposal that includes the following sections.

A. Transmittal Letter (DO NOT INCLUDE ANY PRICE FIGURES)

- 1. This letter is to be a brief letter, addressed to Rick F. Curry, CPPO – Purchasing Director, Washington County Coordinating Committee, C/O Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, MD 21740 or submitted electronically on the online bidding site, which provides the following information: Name and address of the proposer
 - a. Name, title, and telephone number of the contact person for the proposal.

- b. A statement that the proposal is in response to this RFP; and
- c. The signature, typed name, and title of the individual who is authorized to commit the proposer to the proposal.

B. Qualifications and Experience/Technical Proposal Submittal (DO NOT INCLUDE ANY PRICE FIGURES)

- 1. All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of ninety (90) days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. **EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT.** The proposal shall not exceed twenty (20) pages. The County reserves the right to request additional information that, in the County's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

C. WORK PROPOSAL

- 1. Cover Letter
 - a. Provide a cover letter including the Respondent's name, address, and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
 - b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section III - Scope of Services" of this RFP ("Point of Contact").
 - c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.
- 2. Table of Contents:
 - a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.
- 3. Experience and Qualifications:
 - a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the

resources (financial, equipment, labor, and capacity) available to provide services under this RFP from the first day at the start of the work.

- b. Provide a summary of Respondents qualification and experience in drone shows and programming. At a minimum, Respondent should have at least five (5) years consecutive experience.
 - c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
 - d. Demonstrate the qualifications of all personnel to be assigned to the County, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
 - e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
 - f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.
4. Approach to Scope of Services:
- a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the County's requirements, the work to be done and the objectives to be accomplished. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - b. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.
5. Proposed Materials and Services:
- a. Proposal should indicate the company's availability to provide the items listed in Attachment 1 and any other relevant materials and services for this proposal.
6. Substitutions:
- a. If you are unable to provide all the requested items, please indicate comparable substitutions and/or submit bid proposal for partial equipment. Pricing must be itemized for each individual item and include tax and delivery/takedown.

D. PRICE PROPOSAL: As a minimum, Price Proposals shall include the following:

1. The Proposal Form contained herein
2. Fully executed Non-Collusion/Anti-Bribery Affidavit executed by the appropriate legal representative of the proposing firm on the form provided.

3. Fully executed Government-Wide Debarment and Suspension Affidavit on the form provided herein.
4. The required five percent (5%) Bid Bond.
5. Detailed Cost Proposal:
 - a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the County will be charged for services (i.e. unit, hourly or flat rate basis as appropriate) for the term of the contract. Costs should include all services and materials, if any, needed to perform the Scope of Services. The proposal should include all aspects of the production, including travel, lodging, etc.
 - b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
 - c. In addition, Respondent shall also submit the rates/compensation for any "additional services" that Respondent can provide.
 - d. Provide a PDF file of the cost proposal and make clear all extra fees.
 - e. Conclusions, remarks and/or supplemental information pertinent to this request.

VII. SCOPE OF WORK:

The selected Respondent shall provide the following scope of services as follows:

Washington County Government (County) is soliciting Request for Proposals (RFP) from qualified drone contractors for design and production of state-of-the-art drone light show performances for the community for our Semi-quincentennial (250th Anniversary) Celebration in Washington County, MD on the evening of July 4, 2026, between 8:30 p.m. and 9:00 p.m. This includes management of the program including program staffing, maintaining safety, site setup, execution of the show, and breakdown.

Contractor to Provide:

- A. Creative programming, custom design formations, including local elements, sponsor logo, storyboard, groundwork set-ups and all other necessary materials needed to perform a synchronized drone light show.
- B. Synchronized Drone Display: The Proposal should include an animated show, choreographed to music with a grand finale.
- C. Location: The Drone Show will set up and launch from Washington County Agricultural Education Center - 7313 Sharpsburg Pike, Boonsboro, MD 21713.
- D. Duration: The maximum performance duration that can be done within the constraints of the total number of drones.
- E. Drones:

1. Proposals
2. Proposals that include 300-600 GPS controlled drones with bright LED lights that are visible for miles of performance space.
3. Drones show should include the 250th Logo in the presentation.



- F. **Airspace Approvals:** Services to be performed must follow all FAA rules and restrictions, including licenses of drone operators, providing sufficient personnel on site in order to ensure a safe public display, and obtaining all necessary licenses and permits. The County agrees to provide crowd control.
- G. **Safety:** Contractors shall supply skilled operators and meet all local, state, and federal guidelines. The selected vendor shall have software capabilities to take over the control of the drone during the performances in case of an emergency. All equipment shall be maintained in a safe operating condition while performing work under this contract. The contractor shall have a proper safety device always maintained while in use.
- H. **Breakdown/Cleanup:** to be the responsibility of the contractor. All trash and debris must be taken away with the contractor. The grounds must be returned to the condition upon arrival and set-up.

VIII. CONTRACT REVIEW

- A. Washington County, Maryland and the Lighted Drone Show Consultant/Agency shall, within thirty (30) calendar days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the County and the lighted drone show agency/contractor personnel for the evaluation and amendment, if necessary, of the Agreement.
- B. The County and the lighted drone show agency/contractor shall, within thirty (30) calendar days of execution of an agreement, formulate a monthly report form that will establish the basis for the quarterly review sessions.

IX. TERMINATION OF CONTRACT

- A. **Termination for Cause:** Washington County, Maryland 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.
 1. Washington County, Maryland shall provide the proposer with sixty (60) calendar days' written notice of conditions endangering performance. If after sixty (60) calendar days written notice the proposer fails to remedy the condition contained in the notice, Washington County, Maryland shall issue an order to stop services immediately.
- B. **Unilateral Right to Terminate.** With the mutual agreement of the County and the proposer upon receipt of not less than ninety (90) 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.

X. USE OF EXISTING DOCUMENTS

The County will cooperate to the fullest extent in making available to the proposer for his/her use all documents pertinent to providing the subject services. The County makes no warranty as to the accuracy of these documents nor will the County accept any responsibility for errors or omissions which may arise as a result of the proposer relying on them.

XI COMPENSATION

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

XII. CONTRACT PERIOD

The contract entered into pursuant to this RFP shall be for a two (2) year period, tentatively to commence on or before August 26, 2024,

- A. Any significant change to the scope of services requested by the County may require price adjustment negotiated to the mutual agreement of both parties.

XIII. LIQUIDATED DAMAGES

Performance shall be monitored by County staff. Failure to meet any required criteria, at any time, shall result in the proposer being responsible for the Liquidated Damages outlined herein. A letter shall be forwarded to the proposer by Certified mail stating the infraction and allowing the proposer ten (10) calendar days to come into compliance. A one-time charge of Liquidated Damages in the amount of One Hundred (\$100) Dollars shall be assessed on any non-compliance item that cannot be retroactively corrected. Should the proposer fail to perform as specified in this RFP, it is understood that the County will add this amount to the monthly rent due as an amount equal to One Hundred (\$100) Dollars per calendar day until such time as the proper work is performed in accordance with the resulting contract. As evidenced by submitting a proposal, it is understood that this is not a penalty, but is, in fact, liquidated damage.

XIV. AFFIDAVIT

Each proposal must be accompanied by a fully executed Non-Collusion/Anti-Bribery Affidavit executed by the proposer, or if the proposer is a corporation, by a duly authorized representative of said corporation, on form provided.

BONDING AND INSURANCE REQUIRED

- A. An acceptable Bidder's Bond, cashier's check, or certified check in the amount of five (5%) percent of the total base proposal for a one-year period shall accompany the proposal at the time of the proposal submittal. When calculating the bid bond, the proposer shall use the provided estimated annual number of meals multiplied by the cost per meal for the one-year period.
- B. Within ten (10) calendar days after notice of contract award, the successful proposer shall execute the written contract and provide an acceptable performance bond on the attached Performance Bond Form (Attachment E). The performance bond shall be in the amount of the total base proposal and shall be executed by the successful proposer and a corporate surety company authorized to transact business in the State of Maryland.
- C. The successful proposer must show evidence of Insurance as outlined in the attached copy of *Insurance Requirements for Independent Contractors* policy prior to execution of a contract.

XVI. RETENTION OF RECORDS

The successful proposer shall retain and maintain all records and documents relating to this contract for three (3) years after the final payment by the County hereunder or any applicable statute of limitations or accreditation standards, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the County, at all reasonable times.

XVII. PRE-PROPOSAL CONFERENCE AND SITE VISIT

A Pre-Proposal Conference/Teleconference will be held on **Thursday, July 18, 2024, at 10:00 A.M., (EDT/EST)** in the Washington County Administration Complex, Third Floor Conference Room No. 3000, 100 West Washington Street, Hagerstown, Maryland. All interested proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call 240-313-2330 prior to the teleconference for further instructions.

XIII. 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 Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive formalities, information, and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities, and technicalities, and to take whatever action is determined to be in the best interest of Washington County, Maryland by the Washington County Coordinating Committee.
- 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 one hundred twenty (120) calendar days, to sell to the County the services set forth in the above Scope of required services.
- D. Any agreement or contract resulting from the acceptance of proposal shall be on forms

approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.

- E. 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 Director of Public Relations and Marketing or his/her designee.
- F. 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 Director of Public Relations and Marketing or his/her designee.
- G. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Subtitle, 6, Annotated Code of Maryland.
- H. The County reserves the right not to hold discussions after awarding the contract.
- I. By submitting a proposal, the proposer agrees that he/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, **that he/she has performed a site visit to the Washington County Agricultural Education Center**, and fully understands his/her obligations.
- J. 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: <https://www.washco-md.net/wp-content/uploads/PROCUREMENT-POLICY-MANUAL.pdf>. and the online bidding site: <https://washco-md.ionwave.net>. No proposal preparation expense will be paid by the County relative to any response to this solicitation.
- K. Proposers must have their proposals completed by in-house personnel and if an oral presentation is requested, it must be made by officers or employees, as requested, as opposed to retaining proposers and/or representatives for these tasks.
- L. The proposer shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- M. Policies and Procedures of the proposer relating to planning an event are to be established and implemented solely by the proposer. In areas which impact upon the security and general administration of the Washington County Agricultural Education Center, the Policies and Procedures of the proposer are subject to the review and approval of the Director of Public Works or his/her designee without limiting the responsibility of the proposer to make its own food services judgements or the discretion of the County to perform its responsibilities under law.
- N. The County retains the right to review and approve Policies and Procedures of the proposer in any other area affecting the performance of its responsibilities under law.

- O. 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 Five Hundred (\$500) Dollars made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws; (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- P. 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.
- Q. All work shall be done in accordance with Washington County, Maryland Standards, and those of any Municipal, State or Federal agencies having jurisdiction.
- R. The selected proposer will be required to enter into a contract agreement with the County.
- S. Disclaimer of Warranties: The Provider will have examined the premises and accepts the same in an "as-is" condition. The County makes no warranties to the Provider regarding the fitness of the Premises and the County shall have no obligation to undertake any modification of the Premises in any way.
- T. Parking: The Washington County Agricultural Education Center has paved surface parking that will be available for the 250th Anniversary of America Capstone Event on Saturday, July 4, 2026.
- U. Provider's Obligations:
1. No waste, damage, or injury to the Premises shall be committed by the Provider during the term of the Agreement.
 2. Provider shall not misuse the Premises and shall not use or permit upon said Premises anything that will increase the rate of insurance thereon; or anything that will be dangerous to life or limb and will do nothing and cause nothing be done upon said Premises in any way tending to create a nuisance or disturbance; and shall comply with all laws, ordinances, and building, health and police regulations respecting said Premises.
 3. The Provider recognizes that the Washington County Agricultural Education Center is owned and occupied by the County. The provider shall not engage in any activity that hinders, impedes, obstructs, or in any way interferes with the business activities of the County in which the Premise is located. Provider shall employ all reasonable measures to ensure that Provider's staff, customers, and invitees do not enter upon or interfere with the other business activities that place therein.

4. Following the expiration or earlier termination of the Agreement, Provider shall remove all personal property from the Premises, leave the Premises in a clean and orderly condition, and return all keys to the County. The provider shall return the Premises in the same or better operating order, repair, condition, and appearance as when received, reasonable wear and tear from authorized use excepted.

V. County Rights

1. Right of Entry: The County, its duly authorized agents, servants, employees and contractors, successors and assigns and others with the consent of the County, shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, making repairs, improvements, or for any other lawful purpose, upon reasonable advance oral or written notice to Provider. The County reserves the right to have authorized persons enter the Premises in an emergency, without notice, at any time, to ensure that it is free of hazards and debris, for required maintenance, or to investigate unusual circumstances, reported problems or suspected violations of the Agreement.
2. Default:
 - a. In the event the Provider shall be in default of the performance of any of the terms, covenants, conditions, or provisions of this Agreement, then the County may at its option, without notice to the Provider or to any other person, terminate this Agreement; and upon termination of said Agreement, the Provider shall at once surrender possession of said Premises to the County.
 - b. The occurrence of the any of the following shall constitute an event of default under this Agreement: (1) the Provider shall fail to pay any rent or charges due hereunder and such failure to pay shall continue for a period of ten (10) days; (2) the Provider shall fail to perform or fulfill any of the terms, conditions, obligations or covenants herein and such failure shall continue uncured for a period of fifteen (15) days after written notice thereof to the Provider from the County; (3) the Provider becomes insolvent or bankrupt; (4) the Provider suffers dissolution or termination of its existence or the disposition of all or substantially all of its assets; (5) the Provider makes an assignment for the benefit of creditors; (6) the Provider makes application for appointment of a receiver of the Provider or any of Provider's property; (7) the Provider files, or has filed against it a petition in any proceeding in bankruptcy or for reorganization, composition, arrangement or liquidation.
 - c. In the event of a default by the Provider of any term, provision or condition of this Agreement, the County shall have all of the rights accorded it under Maryland law, including but not limited to the right to recover consequential damages resulting from Provider's occupancy of the Premises beyond the expiration or earlier termination of this Agreement. County may also exercise any other right or remedy available under applicable law to enforce the terms of this Agreement or recover damages for the breach of any terms of this Agreement. In any action brought by or against the County in the interpretation or enforcement of this Agreement, Provider, in addition to all other damages,

shall pay the reasonable value of attorney's fees incurred by the County in such action, together with the County's litigation expenses, and court costs. This provision shall apply regardless of whether the County is represented in such proceedings by an attorney employed by the County.

- d. In the event the Provider shall vacate the Premises during the term or any extension of this Agreement, the County may, at its option, without terminating this Agreement, enter into said Premises and relet the same for the account of the Provider for such rent and upon such terms as the County shall approve.

W. Indemnification

1. Provider shall hold harmless and indemnify the County from and against any and all fines, claims, suits, demands, actions, causes of action, liability and damages of any kind or nature including, but not limited to personal injury, death or property damage arising in connection with Provider's use or occupancy of the Premises or the act or omission of Provider, Provider's agents., servants, or invitees (including reasonable attorney's fees., litigation expenses and court costs incurred by the County in defending against any such claim or in the enforcement of this paragraph).

X. Possession Defined

1. That possession of the Premises herein, includes the exclusive use of the same together with the use, in common with any other occupants of the building, of the hallways, stairs, elevator(s) (if any), restrooms, pavilion, parking, grounds, heat, air conditioning, electric, light, and water.

Y. Responsibility of Bidder

1. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain so throughout the term of this contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> the phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

IX. 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 F. Curry, CPPO Director of Purchasing, Washington County Purchasing Department send questions in Microsoft Word platform via-email to purchasingquestions@washco-md.net. or by submitting questions electronically through the online bidding system <https://washco-md.ionwave.net>.

All necessary interpretations will be issued to all proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M. (EDT/EST), Thursday, July 25, 2024, may not be considered.** Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Purchasing Director to all interested parties.

XX. PROPOSALS AND AWARD SCHEDULE

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within sixty (60) calendar days after the receipt of proposals. The contract will be awarded to the proposer whose proposal, conforming to this request, will be the most advantageous to the County.
- C. Proposals must give the full name and address of 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 submittals that are determined to be unacceptable to the Coordinating Committee will be returned unopened to the proposer.

XXI. SUBMITTALS

Hardcopy Submittals: All interested Providers shall send one (1) original, five (5) copies of the Qualifications and Experience Submittal enclosed in a sealed opaque envelope marked "**Q&E/Technical Proposal - (PUR-1697) Lighted Drone Show**" and one (1) original, five (5) copies of their Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – (PUR- 1697) Lighted Drone Show**", with the firm's name and address clearly written on the outside of both envelopes to the Office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M (EDT/EST), Wednesday, August 7 , 2024**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee's review may result in the disqualification of that firm. Inquiries should be directed to Rick F. Curry, CPPO Director of Purchasing, at 240-313-2330.

Electronic Submittals: Proposals submitted through the online bidding site shall also be submitted as two (2) separate documents; One (1) titled (Q&E/ Technical Proposal and One (1) titled Price Proposal.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities, and technicalities in the best interest of Washington County, Maryland. The Board of County Commissioners of Washington County, Maryland also reserves the right to reject the proposal of a firm who has previously failed to perform properly or

complete on time contracts of a similar nature or a proposal of a firm which investigation shows is not in a position to perform the contract.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

RFC/ljt

cc: Coordinating Committee Members (via e-mail)

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

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

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

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

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

Minimum Limits Required:

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

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

Minimum Limits Required:

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

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

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

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

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

Minimum Limits Required:

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

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

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

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

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

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

**PUR-1697
AGREEMENT**

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

AND

I. PARTIES

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

II. WORK EFFORT

- A. The Contractor hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal (PUR-1697) dated July 11, 2024, and all addenda, (collectively the "RFP") and the Contractor's Proposal dated _____ (the "Proposal"), the contents of said "RFP" and "Proposal" are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions, and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.
- B. The Contractor agrees to comply with all applicable Federal, State and local laws in the conduct of the work hereunder.

III. SCHEDULE

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

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

IV. TERMINATION

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

- A.1 Except as provided in A.2 below, if the Contractor shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may

terminate the Agreement.

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

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

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

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

V. DISPUTES

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

VI. AUDITS

- A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance under this Agreement and any Federal, State or local law, rule or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Contractor will provide proper facilities for such access and inspection.

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

VII. DEFECTIVE WORK

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

VIII. CHANGES

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

IX. WAIVERS

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

X. COUNTY FURNISHED DATA

All information, data, reports, records, and maps as are existing and identified by the Contractor, available to the County without significant cost, and necessary for the work, shall be furnished to the Contractor without charge by the County. The County shall cooperate with the Contractor in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Contractor for such support are made known to the County in advance of such need.

The County will not provide clerical assistance to the Contractor for this project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of

Contractor-produced data or documentation. However, County employees are free to participate in Contractor-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

XI. DATA RELEASE

The type and quantity of data to be provided by the Contractor as the product of this effort is defined in the incorporated "Proposal" and/or SCOPE OF EFFORT, and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Contractor shall not release the results of this study or any reports or other material pertaining to it without the express written consent of the County except to comply with appropriate State and Federal requirements. In such instances, the Contractor shall confer with the County before doing so. Materials approved for release by the Contractor cannot be distributed for profit. The Contractor may publish information pertaining only to its services rendered under this Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

XII. REPORTS

Reports are to be provided as specified in the RFP.

XIII. MEETINGS

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

XIV. PERSONNEL

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

XV. ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

The Contractor agrees and affirms that it accepts and will conform to all applicable State and federal anti-discrimination laws, and equal employment opportunity laws, rules, and regulations in the performance of the Work under this Agreement.

XVI. CONFLICT OF INTEREST

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.
- B. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of

services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

XVII. EXECUTION OF AGREEMENT

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

XVIII. COUNTY SAVED HARMLESS/INSURANCE REQUIRED

A. Professional Liability

The Contractor shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Contractor, its servants or agents, under this Agreement. Monies to become due the Contractor under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Contractor furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

B. General Liability

The Contractor shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Contractor, its servants, or agents (other than that arising out of Contractor's professional services). Monies to become due the Contractor under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Contractor furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

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

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

XIX. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any person, partnership, corporation,

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

XX. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided that any such successor to the Contractor, whether such successor be an individual, partnership, corporation, or other legal entity is acceptable to the County, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County. Any such subcontract or assignment made or attempted to be made without the County's prior written consent shall be null and void and of no legal effect.

XXI. DELAYS AND EXTENSIONS OF TIME

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

XXII. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

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

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

XXIII. AVAILABILITY OF DATA

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

XXIV. OWNERSHIP OF DOCUMENTS

The Contractor agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for it under the terms of this Agreement shall at any time during the performance of the services be made available

to the County upon request and shall become and remain the property of the County upon termination or completion of the services. The County shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in the Agreement.

XXV. DISSEMINATION OF INFORMATION

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

XXVI. SANCTIONS UPON IMPROPER ACTS

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

XXVII. RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor, Architect or Engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the County, the Contractor shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished under this Agreement.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standards set forth in subparagraph A above, and such failure is made known to the Contractor within two (2) years after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.
- D. The Contractor shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXVIII. CHOICE OF LAW

- A. This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Agreement is intended to be a contract under seal and a specialty.

- B. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.
- C. The parties agree that any legal proceedings arising out of this Agreement shall be litigated in the Circuit Court for Washington County, Maryland, if appropriate, or otherwise, any court of competent jurisdiction in the State of Maryland.

XXIX. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- B. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement;
- C. That it shall comply with all Federal, State and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement; and
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page attached to this Agreement and made a part hereof are true and correct.
In addition to any other remedy available to the County, breach of any of subparagraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XXX. NOTICE OF POLITICAL CONTRIBUTIONS

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

[Signatures Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement **PUR-1697** to be executed on _____, 2024, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

Officer

Printed Name and Title

BY: _____ (SEAL)
Signature

Name and Title (Printed)

Address _____

ATTEST:

Dawn L. Marcus, County Clerk

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

BY: _____
John F. Barr, President

Recommended for approval:

Danielle N. Weaver
Director – Public Relations

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

Zachery Kieffer
County Attorney

PERFORMANCE BOND

Board of County Commissioners of Washington County, Maryland

BOND NO. _____

CONTRACT NO. PUR-1697

Date Bond Executed: _____, 2024

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Here insert full name and address or legal title of Contractor, including zip code)

a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Maryland, hereinafter called the "**Principal**" and _____

(Here insert full name and address or legal title of Surety, including zip code)

a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Maryland, hereinafter called the "**Surety**", are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter called the "**County**", the sum of _____ Dollars and _____ Cents (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County for **Lighted Drone Show Consultant/Agency (Contract No PUR-1697), hereinafter the "Contract"**, in Washington County, Maryland. The contract referenced above, and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "**Contract**".

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the County to be in default under the Contract, the Surety may, within fifteen (15) days after notice of default from the County, notify the County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and

it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Signed, and sealed this _____ day of _____, 2024, in four counterparts each of which shall without proof of accounting for the other counterparts be deemed an original hereof.

WITNESS:

(SEAL)

(Typed Name of Principal)

BY: _____

(Typed Name and Title)

WITNESS:

(SEAL)

(Typed Name of Surety)

BY: _____

(Typed Name and Title)

(Name of Local Agent)

(_____) _____
(Telephone Number of Local Agent)

**PUR-1697
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

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

Contractor _____

Address _____

Telephone _____

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

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

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

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

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

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

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

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

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

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

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

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

Company Name _____

Signature of Contractor's Authorized Official _____

Printed Name of Contractor's Authorized Official _____

Printed Title of Contractor's Authorized Official _____

Date _____

() Individual Assumed Name _____

(Register No.): _____

Date: _____

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

Address: _____

The Contractor shall not assign this contract without the approval of the Board of County Commissioners of Washington County, Maryland.