

# Washington County Health Department



1302 Pennsylvania Avenue, Room 306, Hagerstown, MD 21742 P: 240-313-3216 - F: 240-313-3344  
<https://washcohealth.org>

**RFQ-2019-03**

**REQUEST FOR QUOTATION**  
**Mobile Farmer's Market Vendor**  
March 25, 2019

The Washington County Health Department of Washington County, Maryland (WCHD) is committed to the health and well-being of the residence of Washington County. Washington County Health Department has received a grant to establish mobile farmer's markets throughout Hagerstown, Maryland. The Health Department is looking for a vendor to coordinate the mobile farmer's market. The vendor will work with local farmers to arrange the pick-up of produce from, deliver to the mobile markets and sell local produce to individuals in the Hagerstown area. The vendor must work with partners that handle SNAP, WIC coupons, Senior Farmers Market coupons and WCHD market money, to obtain the necessary requirements for accepting these type of payments from individuals at the market. Mobile markets are to be established at Bester Elementary School, congregate meals sites at Potomac and Walnut towers, Reach Shelter, WIC Offices, Zion Church on Johnathan Street, Salem Elementary School, Elizabeth Court, Alexander House and Hagerstown Parks during special events. It is anticipated that after the first year, the mobile farmers market will be a sustainable program by the vendor. This program is only funded through October 30, 2019. WCHD will provide a media campaign to promote the mobile markets. The selected vendor will work with the media company on different aspects of the market, i.e. dates, etc.

A Pre-Proposal Conference will be held on **Wednesday, April 10, 2019 at 10:00 a.m.** at the Washington County Health Department, Third Floor Conference Room #313, 1302 Pennsylvania Avenue, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged.

One (1) original and six (6) copies of submittals of Qualifications & Experience / Technical information from consultants enclosed in a *separately*, sealed opaque envelope marked "**RFQ-2019-03 Q&E / Farmer's Market Vendor**" and One (1) original and six (6) copies of the Price Proposal enclosed in a *separately*, sealed opaque envelope marked "**RFQ-2019-03 Price Proposal – Farmer's Market Vendor,**" must be submitted and time-stamped into the office of Brenda Cole, Washington County Health Department Purchasing Department, 1302 Pennsylvania Avenue, Third Floor, Room 306, Hagerstown, Maryland 21742, **no later 3:00 P.M., (EDT, local time), Friday, April 26, 2019.** Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm. Inquiries should be directed to the Direct of Purchasing at the above address, telephone 240-313-3216.

Washington County Health Department shall make positive efforts to utilize Disadvantaged

Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Washington County Health Department does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-3216 Voice, TTY 240-313-3391 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

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

By Authority of:



Daniel Triplett  
Administrator

Washington County Health Department

Vendor for Mobile Farmer's Market



1302 Pennsylvania Avenue, Room 306, Hagerstown, MD 21742P: 240-313-3216 – F: 240-313-3344  
[www.dhmh.maryland.gov/washhealth](http://www.dhmh.maryland.gov/washhealth)

**RFQ-2019-03**

**INDIVIDUAL TO COORDINATE AND MANAGE A MOBILE FARMER'S MARKET IN  
HAGERSTOWN, MARYLAND**

**March 25, 2019**

**I. INTRODUCTION:**

The Washington County Health Department of Washington County, Maryland (hereinafter called "WCHD") is requesting Qualifications & Experience/Technical Proposals and Price Proposals from vendors to coordinate and maintain mobile farmer's markets in the Hagerstown area that will be available in Washington County from May 1, 2019 – October 30, 2019.

**II. INTENT:**

The intent of this request is to select a vendor that can promptly coordinate, set-up a mobile market program, establish a schedule, hire staff, obtain supplies to set up the mobile market, obtain necessary permits for locations, meet with coordinators of SNAP, WIC, Senior Farmers Market Program, WCHD Money Market Program and WCHD Environmental Health Program for any regulations and permitting required for the mobile farmer's market.

**III. BACKGROUND:**

The mobile farmer's market will be an asset to the Hagerstown area community to make available for purchase fresh fruit and produce purchased from local farmers to be sold to low income families, the elderly, the homeless and racial and ethnic minorities.

#### **IV. SCOPE OF WORK FOR THE VENDOR:**

1. Obtain staff to run the mobile farmer's market and establish an hourly rate to pay employees.
2. Maintain a schedule of dates, locations and staff
3. Supervise and spot check each market location to verify compliance with program
4. Have available or obtain necessary equipment for farmer's market, i.e. tables, chairs, awning, canopy, and refrigeration
5. Have availability a vehicle to transport and display market produce
6. Signage on the vehicle must display the Farmer's Market logo and WCHD logo.
7. Meet all requirements for WCHD Environmental Health and local regulations.
8. Accept WIC, SNAP and Senior Farmers Market Program.
9. Accept WCHD Market Money vouchers and continue to accept them for at least 1 year beyond the contract.
10. Obtain necessary permit(s) from the WCHD to establish the farmers market, i.e. "License as a low priority mobile unit."
11. Obtain necessary supplies, baskets, bags, office supplies, paper, electronic card reader, etc.
12. Work with the advertising agency to promote the farmer's market
13. Coordinate with area farmers to pick up and purchase produce including itemized receipt for purchase of produce
14. Work with area partners that have shown interest in the farmer's market to work out the details. Area partners are listed below under "Farmer Market locations".
15. The vendor will be responsible for setting reasonable prices for produce to be sold.
16. Vendor at the end of the contract, with the WCHD, will be self-sustainable for the following years growing season to be able to set-up future mobile markets.
17. Submit a sustainability plan to WCHD for continued operation through at least October, 2020.
18. Allow WCHD and partners to provide nutrition education at the Mobile Farmers Market stops.
19. Meet insurance requirements stipulated in the "Insurance Requirement" section of the document

#### **V. FARMER'S MARKET LOCATIONS WILL BE HELD AT OR NEAR THE FOLLOWING LOCATIONS:**

1. Bester Elementary School
2. Congregate meal sites at Potomac and Walnut Towers
3. Reach Shelter
4. WIC Offices
5. Zion Baptist Church – Jonathan Street
6. Salem Elementary School
7. Elizabeth Court
8. Alexander House
9. Hagerstown Parks – during special events

## **VI. REPORTING REQUIREMENTS OF THE VENDOR:**

1. Report monthly to WCHD the number of customers, number of sales, and dollars in sales total and broken into categories for WIC, SNAP, Senior Farmers Market, WCHD Money Market and Cash.
2. Account list all receipt(s) from local farmers for all produce purchased
3. Submit a monthly list of expense items accompanied by receipt(s)

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

1. Respondent shall provide a synopsis of how they will handle the program including availability of equipment resources, supplies, communication and list of local farmers willing to participate in program, staffing, customization of vehicle to display the Mobile Farmers Market and WCHD logo and how the vehicle will accommodate produce. Give a timeframe in date sequence when you can accomplish the requested functions. Vendor shall discuss each item in detail. Brief responses such as "meets requirements" or "exceeds requirements" will not be accepted.
2. Detail of minimal start-up funding needed to begin program, i.e. equipment, supplies, staffing and customization of the vehicle.
3. Ability to meet insurance requirements as stipulated in the "Insurance Requirement", attachment 3.
4. Submit three (3) personal and/or business references to your character, attention to detail, your accountability and their over-all opinion of your ability to handle a program of this magnitude.

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

## **VII. RESPONSIBILITIES OF THE WASHINGTON COUNTY HEALTH DEPARTMENT:**

1. Provide a reasonable amount of start-up funding to the vendor. Funding will be determined upon response from vendor on needed funding to begin program.
2. Pay for any permit fee, following submission of receipt
3. Provide the media campaign to promote mobile farmers market advertising
4. Be available for questions regarding the contract
5. Reimburse the vendor on a monthly basis, following the submission of reports and receipts, as stipulated in Section VI of this document.

## **VIII. PRICE PROPOSAL:**

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

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

**IX. PRE-PROPOSAL CONFERENCE:**

A Pre-Proposal Conference will be held on **Wednesday, April 10, 2019 at 10:00 A.M. (local time)** at the Washington County Health Department, Third Floor, Room 313, 1302 Pennsylvania Avenue, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged. It is the Vendor's responsibility to become familiar with all information necessary to prepare a proposal.

**X. TERM OF CONTRACT:**

- A. The term of this contract is May 1, 2019 through October 30, 2019
- B. If the vendor fails to comply with the specifications, he will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the WCHD reserves the right to terminate the contract.

**VI. INSURANCE REQUIREMENTS:**

- A. Requirements are stipulated on Attachment 3.
- B. Failure to maintain such insurance shall be grounds for immediate termination of the contract.

**VII. VENDOR SELECTION PROCESS:**

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFQ- 2019-02) - Professional/Technical Services Selection that can be viewed at <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. The Washington County Health Department shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. The Coordinating Committee shall be comprised of the Director of Health Planning and Strategic Initiatives, Program Manager of Health Promotion, Coordinator of Special Programs, and the Procurement Officer. The Washington County Health Department Coordinating Committee will evaluate responses to this request and select those firms judged to be most qualified.
- C. It is the Washington County Health Department's intent to open and review each

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

- D. Since it is the Washington County Health Department's desire to select the most qualified candidate, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) business days following notification.
- E. Selection criteria to be used by the Committee are:
  - 1. Vendor's approach to the project.
  - 2. Past performance of the vendor including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
  - 3. Specialized experience and technical competence in performing relevant services in the past three (3) years, including qualifications of staff members who will be involved in these services;
  - 4. Oral presentations, if required;
  - 5. Vendor's familiarity of the Hagerstown area, locations of the proposed farmer's market and knowledge of SNAP, WIC, Senior Farmers Market, etc.
  - 6. References from (3) three personal/business individuals, name, telephone number, email of contact person.
  - 7. Price Proposal.

#### **VIII. PROPOSALS AND AWARD SCHEDULE:**

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within thirty (30) after the opening of proposals. The contract will be awarded to the provider whose proposal, conforming to this request will be the most advantageous to the Washington County Health Department.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Proposals cannot be altered or amended after they are opened.
- E. Price Proposals of the vendors whose Qualifications & Experience/Technical Proposals were determined to be unacceptable to the Coordinating Committee will be returned

unopened to the vendor.

- F. The approval or disapproval of the vendor will be determined by their response to this request and on past performance. No assumptions should be made on the part of the vendor as to this Committee's prior knowledge of his abilities.
- G. The Washington County Health Department reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- H. The Washington County Health Department is under no obligation to award a contract under this proposal.

**XV. TERMS AND CONDITIONS:**

- A. The Washington County Health Department reserves the right to reject any or all proposals or to award the contract to the next recommended Vendor if the successful vendor fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. The Washington County Health Department reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the Washington County Health Department the services set forth above.
- D. The selected vendor shall be required to enter into a contract agreement with the Washington County Health Department. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Washington County Health Department and shall contain, as a minimum, applicable provisions of this request for proposal. The Washington County Health Department reserves the right to reject any agreement that does not conform to this request for proposal and any Washington County Health Department requirements for agreements or contracts.
- E. Vendor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Health Department.
- F. No reports, information or data given to or prepared by the Vendor under this agreement shall be made available to any individual or organization by the Vendor without the prior written approval of the Washington County Health Department.
- G. Vendors are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., General Provisions Article, Title 4. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to General Provisions § 4-335, the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed a trade secret or commercial information must be



stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.

- H. The Washington County Health Department shall not be liable for any costs incurred by the vendor in regard to preparation of your proposal.
- I. The Washington County Health Department reserves the right to request interviews.
- J. The Washington County Health Department reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of Washington County Health Department.
- K. The Washington County Health Department reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the vendor agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- M. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- N. The Vendor shall abide by and comply with the true intent of the RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the Washington County Health Department, and as described herein.
- O. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- P. **GOVERNING LAW:** Any contract will be made and entered into in Maryland, and will be construed under the laws of Maryland. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

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

1. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
2. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.

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

S. **HOLD HARMLESS/INDEMNIFICATION:**

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

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

T. **TERMINATION:**

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

which may have been anticipated but which have not been earned up to the date of termination.

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

- U. **AVAILABILITY OF FUNDS:** The contractual obligation of the WCHD under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.
- V. **INTERPRETATION:** The contract resulting from this proposal shall be construed under the laws of the State of Maryland.
- W. **INTEGRATION:** These proposal documents, Vendor's response to this solicitation, and subsequent purchase order(s) to the successful Vendor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

**XVI. AWARD:**

The WCHD shall award a contract to the vendor whose proposal is the selected as the best proposal that meets the specifications and that will give the best outcome for the program.

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

1. Should any Vendor find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: Brenda Cole, Procurement Specialist, Washington County Health Department Purchasing Office, 1302 Pennsylvania Avenue, Room 306, Hagerstown, Maryland 21742, FAX 240-313-3344.
2. All necessary interpretations will be issued to all Vendor in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Vendor must acknowledge receipt of addendum on the proposal page.
3. Failure of any Vendor to receive any such addendum or interpretation shall not relieve such Vendor from any obligation under his proposal as submitted.
4. The WCHD will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON THE WCHD. No requests received after Monday, April 15, 2019 will be considered. ALL** questions needing clarification must be received by the above stipulated date/time, no exceptions. Questions may be emailed to Brenda.cole@maryland.gov

## **XVIII. SUBMITTALS:**

If your firm is interested in performing the above services, please submit one (1) original and six (6) copies of your proposals in a *separately*, sealed opaque envelope marked "**RFQ-2019-03 Q&E / Technical Proposals – Mobile Farmer’s Market Vendor**" and One (1) original and six (6) copies of the Price Proposal enclosed in a *separately*, sealed opaque envelope marked "**RFQ-2019-03 Price Proposal – Mobile Farmer’s Market Vendor,**" no later than **3:00 P.M., (EDT, local time), Friday, January 13, 2017**, into the office of Brenda Cole, Procurement Specialist, Washington County Health Department, Third Floor, Room 306, Hagerstown, Maryland 21742.

**RFQ-2019-03**  
**Vendor for Mobile Farmer's Market Initiative**

**SUMMARY OF ATTACHMENTS**

	<b><u>Pages</u></b>
<b>ATTACHMENT NO. 1 -</b> Proposal Form	1 - 2
<b>ATTACHMENT NO. 2 -</b> Affidavit	3
<b>ATTACHMENT NO. 3 -</b> Insurance Requirements for Independent Contractors Policy	4 – 5

**RFQ-2019-03**  
**Vendor for Mobile Farmer's Market**

**PROPOSAL FORM**

The Vendor  
Name

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Address

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Phone Number

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Fax Number

---

Email Address

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

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

at the following lump sum contract price:

Item No. 1		Unit Price <i>(Figures)</i>	Total Price <i>(Figures)</i>
	<p><b>Vendor for Mobile Farmers Market Initiative to run the program for the contract period</b></p> <p>@ _____ Dollars                      (Written)</p> <p>and _____ Cents per Year                      (Written)</p>	\$ _____	\$ _____

Item No. 2		Unit Price (Figures)	Total Price (Figures)
	<b>Start-up funding needed:</b>  @ _____ Dollars (Written)  and _____ Cents per Year (Written)	\$ _____	\$ _____

Total of 1 & 2		Unit Price (Figures)	Total Price (Figures)
	<b>Total start-up and funding for contract</b>  @ _____ Dollars (Written)  and _____ Cents per Year (Written)	\$ _____	\$ _____

**CONTRACTOR MUST SIGN HERE**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No



RFQ -2019-03  
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, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

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

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

\_\_\_\_\_  
TITLE

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

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:**

**I. PURPOSE**

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

**II. ACTION**

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the WCHD, 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.
2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Such insurance shall protect the Washington County Health Department, its agents, elected and appointed officials, commission members and employees, and name Washington County Health Department 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 Health Department.

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 Washington County Health Department, 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 Washington County Health Department.

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

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

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

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

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

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