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FREDERICK COUNTY, MARYLAND

CONTRACT SERVICES AGREEMENT NO.
26-015
RFP

DOCUMENTATION, SELECTION, AND IMPLEMENTATION OF STRATEGIC BUDGETING
PROCESS

the original solicitation and its original response, incorporated herein by reference or attachment,
the
Contractor shall provide those services specified in the "Scope of Services" attached hereto as
Exhibit "A"

and
or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any
inconsistency between the terms of such proposal and this Agreement, the

terms of this Agreement shall
govern.

1.3

Compliance with Law
.

All services rendered hereunder shall be provided in

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discover any latent or unknown conditions, which will materially affect the performance of the services

hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at

Contractor's risk until written instructions are received from the Contract Officer.

1.6

Care of Work

.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents,

Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all

such damages, to persons or property, until acceptance of the work by County, except such losses or damages

as may be caused by County's sole negligence.

1.7

Further Responsibilities of Parties

.

Both parties agree to use reasonable care and

diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith

to execute all instruments, prepare all documents and take all actions as may be reasonably necessary

essary to carry
out the purposes of this Agreement. Unless hereafter specified, neither party shall
be responsible for the
service of the other.

1.8

Additional Services

.

County shall have the right at any time during the performance
of the services, without invalidating this Agreement, to order extra work beyond tha
t specified in the Scope of
Services or make changes by altering, adding to or deducting from said work. N
o such extra work may be
undertaken unless a written order is first given by the Contract Officer to the Cont
ractor, incorporating therein
any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreeeme
nt.

1.9

Special Requirements

.

Additional terms and conditions of this Agreement, if any,
which are made a part hereof are set forth in the "Special Requirements" attached he
reto as Exhibit "B" and
incorporated herein by this reference. In the event of a conflict between the provi
sion
s of Exhibit "B" and any
other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2.0

COMPENSATION

2.1

Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor
shall be compensated in a
ccordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and
incorporated herein by this reference, but not exceeding the maximum contract amount
of

Four Hundred and
Forty Thousand

US DOLLARS

(
\$440,000.00)

(h
erein

"Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2

Method of Payment.

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, C, the County shall pay Contractor for all expenses stated thereon which are approved by the County pursuant to the provisions of Section 7.3, C.

to this Agreement no later than the last working day of the month.

The County will not be subject to late fees,

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fees for use of credit card payment, or additional fees of any kind at any time during the Agreement period in accordance with the herein referenced solicitation.

3.0

PERFORMANCE SCHEDULE

3.1

Time of Essence
.

Time is of the essence in the performance of this Agreement.

3.2

Schedule of Performance
.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by

this reference. When requested by the Contractor, extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, but not exceeding one hundred eighty

(180)
days cumulatively.

3.3

Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of

any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent

of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for

any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4

Term

Unless earlier terminated in accordance with Section 7.

7

of the

is Agreement,

this Agreement shall continue in full force and effect for an initial period of one

(

1)

year after approval and proper execution of the contract documents, with a renewal option for two (2)

additional years in one (1) year increments under the same terms and conditions, exercisable at the sole discretion of the County. The successful Contractor will be notified no later than sixty (60) days prior to the end of the contract term if

the contract is to be renewed as provided in the Schedule of Performance (Exhibit D).

4.0

COORDINATION OF WORK

4.1

Representative of Contractor

The following principal of Contractor are hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Eric Schnurer, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2

Contract Officer

The Contract Officer shall be such person as may be designated by

the Director of P
rocurement
&

Contracting

of Frederick County. It shall be the Contractor's responsibility to
assure that the Contract Officer is kept informed of the progress of the performance
of the services and the
Contractor shall refer any decisions that must be made by County to the Contr
act Officer.

Unless otherwise
specified herein, any approval of County required hereunder shall mean the approval
of the Contract

Officer.

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The Contract Officer shall have authority to sign all documents on behalf of the Cou
nty required hereunder to
carry out the terms of this Agreement.

4.3

Prohibition Against Subcontracting or Assignment.

The experience, knowledge,
capability and reputation of Contractor, its principals and employees were a substan
tial inducement for the
County to enter into this Agreement.

Therefore, Contractor shall not contract with any other entity to perform

in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County.

Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty

- five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void.

No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4

Independent Contractor

.

Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein.

The County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service.

The Contractor shall perform all services required herein

as an independent Contractor of the County and shall remain at all times as to the County a wholly independent

C

Contractor with only such obligations as are consistent with that role.

The

Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the County.

The

County shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

5.0

INSURANCE, INDEMNIFICATION AND BONDS

5.1

Insurance

.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit E , attached hereto and incorporated by reference.

5.1.1

All of the above policies of insurance required shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event

any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence u

ntil the

Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

5.1.2

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.1.3

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2

Indemnification.

The

Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits,

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claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County,

and in connection therewith:

5.2.1

Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

5.2.2

Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation; and

5.2.3

In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall

pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6.0

REPORTS AND RECORDS

6.1

Reports

.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2

Records

.

The Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3

Ownership of Documents

and Data

.

All drawings, specifications, reports, records, documents, data and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement

in a format acceptable to the County

, and

Contractor shall have no claim for further employment or additional compensation as a result of the exercise

by County of its full rights of ownership of the documents and materials hereunder.

Contractor may retain

copies of such documents for its own

use. Contractor shall have an unrestricted right to use the concepts

embodied therein. All subcontractors shall provide for assignment to County of any documents or materials

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prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4

Release of Documents

and Data

.

The drawings, specifications, reports, records, documents, data

and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0

ENFORCEMENT OF AGREEMENT

7.1

Maryland Law

.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2

Disputes

.

In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination first by the Director of P&C, then to a determination of questions of fact by the Contractor Responsibility Board. The decisions of the Contractor Responsibility Board are subject to review on the record by the Circuit Court of Frederick County.

7.2.1

A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract shall be determined by the

Director of
P&C.
The decision of the
Director of P&C

to resolve this dispute shall be final and binding on the parties to
the dispute, and conclusive of the issue.

7.2.2

The only parties to any proceeding to determine a dispute shall be the
Contractor and the County, unless the Contractor and the County otherwise agree to a
llow additional parties.

7.2.3

Unless otherwise agreed, the Contractor shall carry on the work and maintain
its progress during any dispute proceedings as if no dispute had occurred, and the C
ounty shall continue to
make payments to the Contractor in accordance with the contract documen
ts for items not subject to the
dispute.

7.2.4

Nothing herein shall limit the County s right to terminate this Agreement
without cause pursuant to Section 7.
7.

7.2.5

At any time during the performance of the contract, the Contractor may
contact the Director of P&C to request to be included in the agenda of the Contracto
r Responsibility Board to
present information, lodge a complaint, or be heard for any reason.
7.3

Retention of Funds

.

The

Contractor hereby authorizes the
County to deduct from
any amount payable to the
Contractor (whether or not arising out of this Agreement) (i) any amounts the
payment of which may be in dispute hereunder or which are necessary to compensate th
e
County for any
losses, costs, liabilities, or damages suffered by

the

County, and (ii) all amounts for which the County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement.

In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim.

The failure of

the

County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the County as elsewhere provided herein.

7.4

Waiver

No delay or omission in the exercise of any right or remedy by a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by

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either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5

Rights and Remedies are Cumulative

.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6

Legal Action

.

Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

7.7

Termination Prior to Expiration of Term

.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, u

pon thirty (30
) days' written

notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to

compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure deficiencies or failures

7.8

Termination for Default of Contractor

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and the County may withhold

any payments to the Contractor for the purpose of set off or partial payment of the amounts owed the County as previously stated.

7.9

Termination for Non-appropriation.

If the County or other funding source fails to

appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement.

The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

8.0

COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1

Non-liability of County Officers and Employees

No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

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8.2

Conflict of Interest.

No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3

Covenants Against Discrimination.

The

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

The

Contractor

shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0

MISCELLANEOUS PROVISIONS

9.1

Notice

. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first class mail, sent by facsimile or sent by email as follows:

9.1.1

for the County
:

Frederick County, Maryland

Office of
Procurement & Contracting

Attention to:
Laura Schug

12 East Church Street

Frederick, Maryland 21701

Office Phone: 301

-
471

-
5057

Email:

lschug
@frederickcountymd.
gov

With a copy to:

Frederick County, Maryland

Budget Office

Attention to:
Kelly Weaver, Director

12 East Church Street

Frederick, Maryland
21701

Office Phone: 301

-

600

-

1185

Email:

kweaver

@frederickcountymd.gov

9.1.2

for the
Contractor
:

Publ
ic Works LLC

Attention to:
Eric Schnurer, President

1690 East Strasburg Road

West Chester, Pennsylvania 19380

Office Phone:

610-

296

-

9443

Email:
eschnurer@public
-
works.org

9.1.3

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time

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personally delivered or in seventy
-
two (72) hours from the time of mailing if
mailed as provided in this Section.

9.2

Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3

Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4

Severability

.
In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless

the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5

Corporate Authority

.
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Signatures on next page.

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IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date above.

SIGNATURE SECTION

COUNTY:

ATTEST:

Frederick County, Maryland

A body corporate and politic of the State of Maryland

By:

By:

Justin Hedges, Acting Director Procurement & Contracting

CONTRACTOR:

Contractor

Legal

Name

(as it appears on BUSINESS LICENSE):

Contractor Address:

Phone:

Email:

Contractor s Signatory PRINTED NAME:

Check one:

Individual

By:

Partnership

Signature of Authorized Representative (notarized)

Corporation

NOTARY:

Notary
Name:

Title:

Address:

State of:

County of:

On
this date:

before me, this person:

DATE

PRINT NAME FROM IDENTIFICATION PROVIDED

personally appeared and proved to me on the basis of this satisfactory evidence:

TYPE OF IDENTIFICATION PRESENTED
to be the person whose name is s
ubscribed to herein
and
acknowledged to me that t
hey executed

this document in
their
authorized capacity

as signatory for named company. WITNESS my hand and official seal,
Notary Signature:

Notary Seal:

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EXHIBIT A

SCOPE OF SERVICES

1.0

STATEMENT OF WORK:

1.1

FIRST PHASE: The initial phase of the project will involve identifying current programs

provided by the County and their associated funding. This phase will also include research on various budgeting methods used by governmental agencies, culminating in a recommendation that best aligns with Frederick County's overall project initiative. The

Contractor will be expected to:

1.1.1

Meet with the Office of Budget to determine which Agencies to review. The Office of Budget will schedule meetings and work with the Contractor to ensure all funding sources are included.

1.1.2

Conduct a comprehensive assessment of current budgeting practices.

1.1.3

Meet with specified Agencies to discuss and document their budgeting processes and needs, and to determine their strategic initiatives for establishing their funding and expenditure.

1.1.4

DELIVERABLE: A

comprehensive report that identifies the programs provided by all County Divisions and Agencies, a summary of different budget methodologies used by governmental agencies in general (for example, program, priority, performance, outcome, etc.) and outline the pros and cons for each of the methodologies identified.

1.2

SECOND PHASE: The Second Phase involves analyzing existing processes in order to fit them into different budgeting methodologies to assist the County in determining the best method moving forward. The Contractor will be responsible for:

1.2.1

Ascertaining which budgeting methodologies would be most beneficial for the County by researching all budget methods available.

1.2.2

Providing the documented budgeting methods matched with the most advantageous budgeting methodologies with:

██████████

Complete descriptions for each method;

██████████

Explain how the methods would meet best practices;

██████████

Provide a timeline for implementation;

Highlight ongoing work and upkeep for both Office of Budget and the Agencies, associated with each method; and

Show how each method could be used and documented in the County.

1.2.3

Assisting the Office of Budget with selection of the method that the County will implement moving forward.

1.2.4

Providing a timeline for the implementation of the new budget method.

1.2.5

Upon final selection of a budgeting methodology, the Contractor may be required to present findings and recommendations to the Office of Budget and selected Agency representatives in order to assist in the determination of which method to implement.

1.2.6

DELIVERABLE:

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The Contractor shall provide a report matching current budgeting

processes with possible countywide solutions. This report shall include an outline of various budgeting methods with details of how each would meet the County's needs, what data would need to be collected for each, the timeline for implementation of each process, and how each would assist the administration in the budgeting process. This report shall include the recommendation for which of the available budgeting processes would be the most advantageous and beneficial for the County, how it would be implemented with a detailed timeline for such, and how it would allow County administrators to make informed decisions in the budget process.



A presentation of findings with recommendations will be required for the Office of Budget but may also be required for elected officials and key personnel in the administration.

1.3

THIRD PHASE: The final phase will involve establishment of parameters for the new budgeting method and a framework to implement the chosen budget strategy. The Contractor will be responsible for:

1.3.1

Designing and implementing the informed budgeting framework based on strategic initiatives and the budgeting method chosen, customizing it for the County.

1.3.2

Identifying the necessary tools for implementation of the selected budget process by developing performance metrics and indicators to measure program success and budget objective alignment.

1.3.3

Establishing the framework and setting parameters for the new method.

1.3.4

Guide the staff through the development of an annual budget process that will capture and utilize the data necessary to make informed decisions based on best practice.

1.3.5

Providing training that will set the new budgeting methods up for success.

1.3.6

Ensure that the framework established is sustainable and adaptable to meet

future needs.

1.3.7

DELIVERABLE:

[REDACTED]

The Contractor shall provide a customized budgeting framework approved by the Office of Budget. This framework shall include responsibilities at each level for data collection, reporting and decision-making.

[REDACTED]

The Contractor shall be responsible for working with the Office of Budget to ensure that the framework is understood and adopted by Agencies.

[REDACTED]

Training materials shall be developed for different levels of staff involved in the budgeting process. The training will be initially conducted by the Contractor, but the materials shall be sufficient that personnel from the Office of Budget would have the ability to continue

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training as necessary for new employees or those newly involved in the budgeting process in the future.

[REDACTED]

Training sessions shall be conducted targeted for the different County employees involved in the budgeting process. This is anticipated to be approximately: 10 people at the Office of Budget and Office of Finance

decision

-

maker and daily-

user level, 15 people at the County

administrative high-

level final decision makers, 50 people at the Division

Director mid

-

level user and decision-

maker, and 100 people at the

accounting, data

-

gathering, tracking, and reporting level.

██████████

A final report summarizing project outcomes and recommendations for future enhancements or improvements. This shall include a schedule for future process reviews through the additional two Agreement renewals.

1.4

Upon completion of the Phases, the County intends to renew the Agreement for two additional one

-

year terms so that the established processes may be reviewed, any issues addressed and corrected, and any necessary updates may be included.

1.5

REPORTING.

1.5.1

Reports shall be in English, typed, neat in appearance, easily understood and in an approved format, grammatically correct, provide complete information and full details, and be provided electronically. Please note that all such reports will

1

be made avail

able for public consumption if requested under the provisions of the Maryland Public Information Act.

1.5.2

The final draft of any report shall be delivered at a minimum of ten (10) business days prior to its due date to ensure that it may be reviewed for acceptance before its due date. Any County-recommended suggestions must be incorporated prior to the due date.

1.5.3

Prior to presentation, all reports shall be fully edited for content and readability ,

including all graphics and narrative, with fully cited data sources and data tables that contain appropriate information regarding tabulation methodology. In each case, the County will review prior to a draft final report being issued or accepted.

1.5.4

The final product shall be exclusively owned and distributed by Frederick County, Maryland.

1.5.5

Any survey documentation and data, as well as any presentation materials created and developed in completion of the work of this solicitation shall be the exclusive property of the County and shall be made available to the County at no additional cost.

1.6

DELIVERABLES. Payment for services shall be directly linked to the required deliverables and be made upon acceptance of deliverable(s) and 30 days after receipt of acceptable invoice. Contractors are encouraged to suggest additional deliverables that they believe may be more beneficial to the County. The awarded Contractor shall provide the following deliverables:

1.6.1

FIRST PHASE (25%): Identify the programs provided by all County Divisions and Agencies in a comprehensive report.

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1.6.2

SECOND PHASE (25%): Report on methods available, how they would meet the County needs, timelines for implementation of each, and a recommendation for which the County should implement. A presentation of this report will be required for the Office of Budget and may also be required for County administrative personnel.

1.6.3

THIRD PHASE (50%): The Contractor shall deliver a customized budgeting framework, implementation of this framework, training and training materials, a final report summarizing project outcomes, recommendations for future enhancements, and a timeline for future reviews.

1.7

ONGOING SUPPORT.

1.7.1

It is anticipated that the Contractor will be available for future consultation in support of the implemented budget methodology. Hourly rates for consultation services shall be provided as part of the Price Proposal. While generic titles are provided on the Price Pages, Contractors are asked to include their actual titles in the Price Pages.

1.7.2

At the one

-

year renewal of the Agreement, the County may request a process review to include how it is working, any afterwork required, suggestions, enhancements, and/or problem-solving. Nearing or at the one-year renewal of the Agreement, the County will

contact the awarded Contractor to solicit this support, provide details as to what support is required, and request a proposal for these services. The Contractor shall determine the hours necessary to provide this support and provide a proposal with the cost based on the hourly costs provided.

1.8

CONTRACTOR PERSONNEL.

1.8.1

The Contractor will be awarded based on expertise and personnel. It is very important to the County that the relationship between County personnel and Contractor personnel be advantageous for the success of the project. Award selection shall be based on the expertise and demeanor of the Contractor s

project management team that will work with County personnel.
1.8.2

Contractor personnel providing support shall not change during the contract process without the prior written approval of the County.
1.8.3

If, during any of the Phases, the County determines that the Contractor's personnel do not meet the needs of the County, the County reserves the right to request that named persons be replaced with or without reason. The Contractor will have ten business days to provide a replacement acceptable to the County.

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EXHIBIT B

SPECIAL REQUIREMENTS

Section 4.3
Prohibition Against Subcontracting and Assignment

The Contractor

proposed the use of
the following sub-
contractor

in its proposal:

Funkhouser & Associates

The County approves the use of these
sub-

c

ontractor

(s) in the performance of services under this

Agreement. Use of such sub-

consultants shall not relieve the Consultant of responsibility for the
technical adequacy or timely completion of services assigned hereunder.

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EXHIBIT C

SCHEDULE OF COMPENSATION

ITEM

NO.

DESCRIPTION

EXTENDED

PRICE

1

PHASE ONE: Documentation of Existing Processes

\$105,000.00

(not
to exceed)

2

PHASE TWO: Budget Selection

\$105,000.00

(not
to exceed)

3

PHASE THREE: Implementation and Training

\$215,000.00

(not
to exceed)

4

ADDITIONAL SUPPORT:

\$250.00/hr

5

REVIEW OF PROCESS at one

-
year renewal

To be negotiated

HOURLY RATES FOR CONSULTATION:

6A

Lead Project Manager/Consultant

TITLE:

\$250.00/hr

6B

Assisting Project Manager

TITLE:

\$250.00/hr

6C

Administrative Assistance

TITLE:

\$250.00/hr

ADDITIONAL PRICING

7

ANTICIPATED TRAVEL COSTS

(with details as to number
of personnel at which levels, when, length of time, etc.)

\$15,000 (not to
exceed)

8

COST FOR ADDITIONAL PRESENTATIONS (with
description of all costs)

s

To be negotiated

as needed

*Must Invoice the County based on hourly rates for time worked and cannot exceed total amount in each phase.

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EXHIBIT D

SCHEDULE OF PERFORMANCE

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EXHIBIT E

Insurance

Work under this Agreement is contingent upon receipt and continuing coverage of the policies as stated herein, which shall be evidenced by a Certificate of Insurance naming Frederick County, Maryland and approval of such by the Office of Risk Management.

COMMERCIAL GENERAL LIABILITY

coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Frederick County, Maryland
must be added as an Additional Insured.

AUTO LIABILITY

coverage with minimum limits of:

\$1,000,000 Combined Single Limit or

\$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS

coverage with minimum limits of:

\$1,000,000 per Occurrence and \$2,000,000 Aggregate

WORKERS COMPENSATION

coverage meeting all statutory requirements of the State of MD

Employers Liability with minimum limits of:

\$1,000,000 per Accident, \$1,000,000 per Employee; and \$1,000,000 per Policy

OR

, if there are no employees,
Workers Compensation Waivers must be completed.

PLEASE NOTE THE FOLLOWING:

1.

A certificate of insurance showing these coverages must be provided to Frederick County Office
of Risk Management. The Certificate Holder must be:

Frederick County, Maryland

Office of Risk Management
12 East Church Street

Frederick, Maryland 21701

2.

If the County requires additional insured status, the blanket endorsement for such must be provided upon request.

3.

If any primary policy's limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.

4.

Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.

5.

Required insurance must be maintained for the duration of the contract or business relationship.

6.

If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.

7.

Contractor shall indemnify Frederick County, Maryland for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.

8.

The Contractor shall not commence work for Frederick County, Maryland until evidence of all required coverage is approved by the Office of Risk Management.

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9.

Should any of the above described policies be cancelled before the expiration date t
hereof, notice will
be delivered in accordance with the policy provisions
.

10.

The Contractor will not hold Frederick County, Maryland liable for any injuries to t
he employees,
servants, agents, subcontractors or assignees of the contract arising out of or duri
ng the course of
services relating to this agreement.

11.

The providing of any insurance required herein does not relieve the Contractor of an
y of the
responsibilities or obligations assumed by the Contractor in the contract awarded or
for which the
Contractor may be liable by law or otherwise. Approval of the insurance by the Count
y shall not in any
way relieve or decrease the liability of the Contractor.

12.

All of the above coverages must be written by a carrier with a minimum A.M. Best rat
ing of A
-

or better

AND a financial size classification of VI or higher. All insurance policies must als
o be underwritten by
companies licensed to do business in the State
of Maryland and all certificates must include an

authorized signature.