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BOARD OF COUNTY COMMISSIONERS

June 14, 2022

OPEN SESSION AGENDA

- 10:00 AM MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
 CALL TO ORDER, *President Jeffrey A. Cline*
 APPROVAL OF MINUTES: *June 7, 2022*
- 10:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 10:15 AM STAFF COMMENTS
- 10:20 AM CITIZEN PARTICIPATION
- 10:30 AM PUBLIC HEARING - 2022 LAND PRESERVATION, PARKS AND RECREATION
 PLAN
 Travis Allen, Comprehensive Planner, Planning and Zoning
- 11:00 AM PUBLIC HEARING - AGRICULTURAL PRESERVATION EASEMENT
 RANKINGS FY2023
 Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 11:15 AM FY 2023 PROGRAM OPEN SPACE ANNUAL PROGRAM
 Andrew Eshleman, Director, Public Works
- 11:25 AM FY 2023 LOCAL PARKS AND PLAYGROUND INFRASTRUCTURE STATE
 FUNDING
 Andrew Eshleman, Director, Public Works

Convene as the Board of Health

- 11:30 AM AWARD OF MEDICAL ASSISTANCE NON-EMERGENCY TRANSPORTATION
 CONTRACT
 Earl Stoner, Health Officer; Washington County Health Department; Dan Triplett,
 Administrator, Washington County Health Department

Reconvene as the Board of County Commissioners of Washington County

- 11:35 AM CONTRACT BID AWARD (PUR-1551) HAULING/RECYCLING OF SCRAP
 TIRES FROM THE FORTY WEST LANDFILL
 Brandi Naugle, Buyer, Purchasing; David Mason, Deputy Director, Solid Waste

- 11:40 AM CONTRACT AWARD (PUR-1546) - GRINDER PUMPS FOR DEPARTMENT OF WATER QUALITY (DWQ)
Rick Curry, Director, Purchasing; Mark Bradshaw, Division Director Environmental Management
- 11:45 AM CONTRACT AWARD (PUR – 1549) - STOP LOSS INSURANCE COVERAGE
Brandi Naugle, Buyer, Purchasing; Deborah Condo, Interim Director, Human Resources; Representative from the County's Consultant, CBIZ Benefits and Insurance Services, Inc.
- 11:50 AM CONTRACT AWARD (PUR-1548) – GROUP LIFE, ACCIDENTAL DEATH (AD&D) AND DISMEMBERMENT, DISABILITY, FLEX SPENDING ACCOUNT (FSA)
Rick Curry, Director, Purchasing; Beckie Lewis, Senior Consultant with the County's Consultant, CBIZ Benefits & Insurance Services, Inc.
- 11:55 AM 2022-2023 PROPERTY AND CASUALTY INSURANCE RENEWALS
Tracy McCammon, Risk Management Administrator, Human Resources; Patrick Buck, CBIZ Benefits and Insurance Services, Inc.
- 12:00 PM REQUEST TO EXTEND CONTRACT FOR LOCAL CARE TEAM COORDINATOR
Rachel Souders, Senior Grant Manager, Grant Management
- 12:05 PM PERMITS AND INSPECTIONS RECLASSIFICATION OF CHIEF OF PERMITTING AND OFFICE MANAGER
Rich Eichelberger, Director, Permits and Inspections; Deborah Condo, Interim Director, Human Resources
- 12:10 PM AGRICULTURE – JUNE IS NATIONAL DAIRY MONTH
Katie Yoder, Multimedia Specialist, Public Relations and Marketing; Leslie Hart, Business Development Specialist, Business Development
- 12:20 PM CLOSED SESSION - *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals)*
- 1:50 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING – 2022 Land Preservation, Parks and Recreation Plan

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Travis Allen, Comprehensive Planner, Department of Planning and Zoning

RECOMMENDED MOTION: The purpose of this public hearing is to take public comment on the Plan. The Commissioners have the option to reach a consensus to either adopt the Plan as drafted after the public hearing closes or deliberate on the issue at a later date.

REPORT-IN-BRIEF: The purpose of the Plan is to outline Washington County's goals, priorities & strategies for improving parks, recreation facilities & open space for benefit of the public.

DISCUSSION: Current State regulations require local governments to prepare plans that address parks, recreation and the preservation of open space every five years.

The Plan is divided into three sections in accordance with State requirements. The first section covers Parks and Recreation facilities and programming. Major components of this section include an inventory of public park assets, park usage demand & participation data, a level of service analysis, goals, implementing programs and funding.

The second section discusses Natural Resource Land Conservation of environmentally sensitive lands. This section includes goals, an inventory of protected natural resource lands, implementing programs and recommendations.

The final section covers Agricultural Land Preservation, including an inventory of preserved ag lands, goals and a summary of issues, trends and recommendations.

Public input on the Plan was received during its drafting through the circulation of an online survey that was distributed through various means by the Washington Department of Public Relations and Marketing in the fall of 2021. A draft of the Plan was also sent to the Maryland Departments of Natural Resources and Planning for their review and comment in January 2022. State comments have been incorporated into the Plan being presented for adoption. Finally, the Planning Commission determined that the Plan was consistent with the County's adopted Comprehensive Plan at their June 6, 2022 meeting.

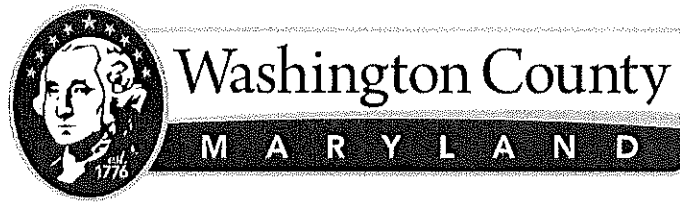
FISCAL IMPACT: N/A

CONCURRENCES: Washington County Planning Commission

ALTERNATIVES: N/A

ATTACHMENTS: 2022 Land Preservation, Parks and Recreation Plan, State Review Comments,
June 6, 2022 Planning Commission Minutes

AUDIO/VISUAL NEEDS: PowerPoint slide presentation



DEPARTMENT OF PLANNING & ZONING
COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

June 8, 2022

LAND PRESERVATION, PARKS AND RECREATION PLAN UPDATE
PLANNING COMMISSION RECOMMENDATION

RECOMMENDATION

The Washington County Planning Commission took action at its regular monthly meeting held on Monday, June 6, 2022, to recommend approval of the Land Preservation, Parks and Recreation Plan update. The proposed Plan was reviewed by the Planning Commission and subsequently submitted to the Maryland Department of Planning and the Maryland Department of Natural Resources. Comments from both agency reviews were received and changes were made to the draft Plan by staff.

The Planning Commission's recommendation is based upon a determination that the update is consistent with the County's adopted Comprehensive Plan.

Sincerely,

Jill Baker, AICP
Director, Washington County Dept.
of Planning & Zoning

JLB/TAL/dse

LPPRP Draft Evaluation Form & Checklist

County: Washington

Agency Review: DNR and MDP

Reviewer Name: Daniel Rosen, Andrew Mengel, Tiffany DePaoli, Sandi Olek, Lisa Gutierrez

Date of Draft Submission: January 19, 2022

- This review form is based on a summary of the 2022 *Guidelines*. Please also refer to the complete *Guidelines* while reviewing the LPPRP.
- If answering 'Yes' to questions below, please indicate the page number from the Plan.
- * Questions are the most important questions from each section and if they are not met, DNR will discuss with the County
- Provide reviewer comments in red underneath each question (see example 2c)

1. INTRODUCTION	YES (Pg. #)	NO
1a. Does the Plan include an introduction? <i>Yes.</i>	1-10	
1b. Does the introduction include geographic and population/demographic information? <i>The introduction contains extensive geographic and demographic information. Geographic: Location, size, boundaries, physiographic provinces (also mapped), geology and soils, forest resources (also mapped). Washington County is blessed with so many rivers, streams, and creeks that they show up as areas of almost solid blue on the county-scale of Map 2. This makes the map less informative though than it could be. It might help if the map included closeups of areas the county would like to highlight. Demographic: population, population growth, population projections, households, race, income, age, etc. Pages 6-7 use actual population data from 2010 and population projections for 2020; the actual census data from 2020 should be included since it is now available.</i>	Geog 4-7 Demog 7-10	
1c. Does the introduction include information about the entire system of public parks and recreation facilities, and preserved natural resource and agricultural lands? <i>-The introduction does not include the required information; however, more details are located in the second section (pg. 11) of the document titled, "II. Parks and Recreation. A. Overview of the Parks and Recreation System in Washington County." The introduction does not provide an overview of the parks and recreation system but elaborates on why the LPPRP is important.</i>		X
2. RECREATION AND PARKS	YES (Pg. #)	NO
<i>Summary, Overview of Parks and Recreation System in the County</i>		
2a. Does the Executive Summary/Overview include narrative, images, maps and/or other data to provide a general overview of the public parks and recreation system in the county?	83-85	
2b. Does the Plan highlight any accomplishments/challenges associated with the public parks and recreation system or specific amenities, programs or needs? If yes, briefly describe.	21	

<p>-Accomplishments include the hiring of an Agricultural Marketing specialist, maintained equipment well and addressed park safety concerns well.</p> <p>-Challenges include facility scheduling due to the number of leagues and certain playgrounds do not fit current needs and design guidelines</p> <p>The Plan states on pg 11, “While the County has many opportunities for active field sport activities, there are some gaps in local natural resource based recreation opportunities. The County continues to work with private property owners to locate public access to local waterways, and therefore, provide more opportunities for activities such as fishing and kayaking.” This is consistent with the partnership the County has with DNR’s Public Access and Water Trails Program and the Waterway Improvement Program.</p>		
<p>2c. Does the Plan explain the environmental, economic and health benefits of maintaining and enhancing parks and recreation systems for both “active” field/court-based recreation and for “outdoor” or natural resource-based recreation?</p> <p>The County does a good job of clearly addressing this in the overview section of the Plan.</p>	11	
<p>2d. Does the Plan discuss community conditions that impact the provision of public parks and recreation amenities within your jurisdiction?</p>	20,43	
<i>Inventory of Existing Public Parks and Recreation Facilities</i>		
<p>*2e. Does the Plan provide an updated inventory of existing public parks and recreation facilities in the county?</p> <p>The County did a very good job on this section. The Plan text clearly states this information and the County’s maps and data are consistent with State data and information. Overall, they did a very good job of integrating public water access into their parks and recreation planning.</p>	98-99	
<p>*2f. Does the inventory include both publicly owned (federal, state, county, municipal) and quasi-public and/or privately owned recreational facilities or park lands that are open or available for regular public use?</p> <p>The County did a very good job on this section and their data and information are consistent with the State’s data. It is recommended that the County add the alignment of the Potomac River Water Trail to its inventory. They can contact DNR’s Public Access and Water Trails Program if they need the shapefile.</p>	98-99	

2. RECREATION AND PARKS--Continued	YES (Pg. #)	NO
<p>*2g. Does the Plan include a GIS-based map of the parks and recreation lands and facilities included in the inventory spreadsheet (or geodatabase) and a brief narrative explaining it?</p> <p>The County has good GIS-based maps and the data is consistent with the State’s data.</p>	99	
<i>Measuring User Demand</i>		
<p>*2h. Did the county hold public meetings, including virtual meetings?</p> <p>- Document did not specify if virtual meetings were held, however noted that meetings did include helpful and thoughtful feedback from the community although were poorly attended.</p>	20	
<p>*2i. Does the Plan include surveys from users of county parks and recreation facilities and other members of the community?</p>	21	

Input from the community lists the suggestion that the County “Explore the potential for water trails along the creeks and waterways within the County, specifically the Antietam and Conococheague Creeks.” on pg. 21. Although not mentioned in the Plan, the County has an existing technical assistance award from DNR to develop a water trail along Antietam Creek which addresses this suggestion so it is consistent with State program goals.		
*2j. Does the Plan include a summary of survey findings? Are visual aids (graphs, charts, etc.) to help explain the findings included?	21	
2k. Does the Plan provide a summary of parks and recreation participation rates, known or estimated facility usage figures, and/or other associated information (e.g., ticket sales, field/amenity permitting)?	22-23	
*2l. Was an educated estimate of the potential overall level of casual or non-documented usage of county parks and recreation facilities provided?	22-23	
2m. Are there unmet needs and demands for additional programs or facilities that are known but not easily identified or quantified by these figures?	43-46	
2n. Was the county able to supplement locally sourced data with studies from federal, state, local, academic, or industrial sources? The Plan acknowledges the Federal and State government facilities and how they support outdoor recreation, environmental conservation and natural resource protection in the County.	24	
Level of Service Analysis: Proximity Analysis and Park Equity Analyses		
*2o. Are a Proximity Analysis map (or maps) and brief narrative provided that discuss findings from the proximity analysis and identify any deficiencies? Surrounding each resource shown in the proximity maps, the plan uses concentric catchment areas of “within one mile,” “between 1 mile and 3 miles,” and “between 3 and 5 miles” for countywide maps and “within .25 miles” and “between .25 and .50 miles” for the insert map of the Hagerstown-Williamsport-Funkstown area. This strategy makes the maps very informative. (The text introducing the proximity analysis mentions the rural catchments and should add a sentence to include the .25-mile and .50-mile catchment areas on the insert.) <u>Proximity to any park:</u> The entire county falls within a 5-mile catchment area. The only 5-mile area on the insert map is right along the Pennsylvania border north of Hagerstown. <u>Proximity to natural areas:</u> The only area more than five miles from a natural area is a wide, roughly triangular shaped swath covering downtown and northern Hagerstown and extending northwest, north, and northeast to the Pennsylvania border. <u>Proximity to water access:</u> The entire county is covered except for discrete spots in the far west, the far east south of Smithsburg, and a small triangle below the Pennsylvania border northwest of Hagerstown. The plan says, “Outside of pursuing major capital projects (i.e. - the artificial lake at Greenbrier State Park) it is difficult to address water access in the mountainous areas of the County” (page 31). Page 47 says that “Proximity analysis shows majority of County (outside of mountainous areas) located less than 3 miles from water access.” Are there non-mountainous areas that need water access? Can it be provided in these places? Please say in the final draft. <u>Proximity to Trail Access:</u> Again, the whole county is covered except for two areas northeast and northwest of Hagerstown, just under the Pennsylvania border. Page 32 explains that the gap in these areas are due to the “influence of the Hagerstown Regional	26-34 Larger maps in Appen-dix A	

<p>Airport” and a partial location inside the PPA. In the final draft, please explain how these locations preclude the development of trails. Another reason is that the “National Pike corridor east of Hagerstown has been zoned for commercial and industrial development,” but I don’t understand how development there would influence trail acquisition along the PA border - please explain.</p> <p>The County’s water access proximity analysis map is consistent with the State’s data and analysis. Page 28 of the Plan states that “Greater access to water based amenities (both in urban and rural areas) was also cited frequently in the survey as being desired by the public.”</p> <p>Even though the County did not mention the collaboration with DNR’s Public Access and Water Trails Program or Waterway Improvement Program by name, they did a very good job of articulating the importance that water access and water trails have on recreation in the County. pgs. 30-31</p>		
<p>*2p. Does the Plan consider how the findings should shape the county’s goals for parks and recreation?</p> <p>A North Central County (regional) Park is planned for the northern part of the growth area between Hagerstown and the Pennsylvania border. A road extension is needed before the park can be developed.</p> <p>Projects to enhance water access are described in depth:</p> <p>Among these [Potomac] tributaries, the County has focused its greatest efforts to develop true Water Trails along the Antietam and Conococheague Creeks. Of these two waterways, development of the Antietam Creek Water Trail has advanced the furthest with access to the Creek being provided at 11 different points throughout the County. Additional funds are earmarked in the County’s current CIP for further development of this Water Trail. The Conococheague Creek Water Trail is at an early stage of development. ... Currently, \$370,000 is identified in the CIP toward development of the Conococheague Water Trail within the timeframe covered by this LPPRP.</p>	27, 31, 43-46	
<p>*2q. Are a Park Equity Analysis map (or maps) and brief narrative provided that discuss findings from the park equity analysis and identify any deficiencies?</p> <p>The criteria used in the Equity Analysis were: • Population Density • Concentration of Low-Income Households • Concentration of children under age 17 • Concentration of Adults over Age 65 • Concentration of Non-White Population • Distance to Public Park Space • Distance to Public Transportation • Walkability.</p> <p>Unless my eyes are failing, I do not see an area of low equity on map 5, even in Hagers-town. (A close-up map of Hagerstown in the final draft would be appreciated.)</p> <p>The plan elaborates:</p> <p>[T]he census tracts with the lowest equity scores are found in the Jonathan Street neighborhood of Hagerstown and in two census tracts along Sharpsburg Pike near its intersection with Lappans Road. The Jonathan Street neighborhood is currently served by Wheaton Park as well as the Martin Luther King Jr. Community Center. Therefore, the low equity score in that location can be taken as being more representative of the demographic characteristics occurring in the census tract than the lack of access to proximate parks or recreation facilities.</p> <p>The plan describes improvements that Hagerstown and Washington County have made in the Jonathan neighborhood in recent years:</p> <p>Since 2017, the City has added two new parks (National Road Park and Thomas Kennedy Park) and expanded its Cultural Trail within 1 mile or less from this census tract. The County has also</p>	24-26, 43-46	

<p>committed to making significant improvements at the Community Center to upgrade and modernize the aging facility that is still used extensively by many groups in the neighborhood.</p> <p>As for the two low-scoring census tracts along the Sharpsburg Pike, they “contain State of Maryland correctional facilities which skew demographic data. Therefore, these tracts do not truly represent an area of need that can be targeted for park development.”</p> <p>The next tier of census tracts which possess relatively low equity scores are located:</p> <ul style="list-style-type: none"> ☛ North of Hagerstown to the Pennsylvania border, ☛ Between Broadfording Road and National Pike west of Hagerstown, ☛ On Sharpsburg Pike between the I-70 interchange and Lappans Road, ☛ East of the Town of Hancock, and ☛ Along the Potomac River west of Downsville. <p>Of the locations cited above, the areas north of Hagerstown and along Sharpsburg Pike represent locations of true need for new parks and recreation facilities. Both of these areas have seen notable amounts of residential development over the last two decades. North Central County Park, a regional park, will help significantly to meet park needs north of the City. The Park will be located near the intersection of Marsh Pike and Leitersburg Pike. Construction of this park cannot commence until access is gained to the land by the extension of Eastern Boulevard to Leitersburg Pike.</p> <p>In the final plan, please explain why the areas in the second, fourth, and fifth bullets above are not “locations of true need for new parks and recreation facilities....” The paragraph quoted below cites “lesser need” but not “no need.”</p> <p>Development along Sharpsburg Pike north of I-70 has access to Doubs Woods Park and Marty Snook Park. “Westfields, the largest residential subdivision along Sharpsburg Pike, also has its own private community center, pool and tennis courts” (page 26).</p> <p>The other areas included in the list above would have a lesser need for new park facilities. The Broadfording Road/National Pike area west of Hagerstown is zoned for industrial development which is already beginning to occur. The census tract east of Hancock is sparsely populated and does have access to the Town parks, the Western Maryland Rail Trail and the C&O Canal Towpath. A similar setting can be found west of Downsville where there are low population densities and access the Towpath.</p> <p>On pgs. 25-26, the Plan notes that one area with a relatively low equity score is located “Along the Potomac River west of Downsville.” If there is a desire to develop public water access in this area the County should work with Federal and State programs to pursue any opportunities.</p>		
<p>*2r. Does the Plan consider how the findings should shape the county’s goals for parks and recreation?</p> <p>The paragraphs in 2q explain how the equity analysis points to park acquisition/development in some areas but not in others. Also, the 2022 LPPRP Recommendations in the table on pages 55 and 56 are based on the proximity and equity analyses.</p> <p>They bring in local knowledge and information to explain the data and show it impacts their plans.</p> <p>Example: Of the locations cited above, the areas north of Hagerstown and along Sharpsburg Pike represent locations of true need for new parks and recreation</p>	55-56	

<p>facilities. Both of these areas have seen notable amounts of residential development over the last two decades. North Central County Park, a regional park, will help significantly to meet park needs north of the City. The Park will be located near the intersection of Marsh Pike and Leitersburg Pike. Construction of this park cannot commence until access is gained to the land by the extension of Eastern Boulevard to Leitersburg Pike.</p>		
<p><i>Goals and Objectives for Parks and Recreation</i></p>		
<p>*2s. Does the Plan explain the types of public parks and recreational facilities/ programming in the county and how they benefit the public? Does the Plan explain why public parks and recreation facilities are important to the county?</p>	2	
<p>*2t. Does the Plan define and explain county goals for the provision of public parks and recreation facilities by using the Measuring User Demand and Level of Service Analysis described above?</p> <p>Target underserved neighborhoods and communities, as well as locations without proximate access to parks and open space, for the creation of new parks or park amenities.</p>	43-46	
<p>2u. Does the Plan include the list of state goals for parks and recreation from Appendix A of the <i>Guidelines</i> and describe how county goals complement statewide goals and help implement them? If state and local goals differ, does the Plan explain how?</p> <p>-County and State goals do not differ. Below are the abbreviated goals from the plan.</p> <p>-County goals: Equitably locate recreational facilities to benefit the greatest number of people; provide facilities that support the wellbeing of the community; design parks/rec facilities to enhance resources; provide safe environments for the community; coordinate recreational programming to meet diverse needs; facilitate additional indoor recreational facilities</p> <p>-State goals: Make a variety of quality recreational environments; strategically use parks as amenities for communities; use State funding to complement the plan's goals; ensure that recreational land is conveniently located; complement infrastructure and other public investments; protect recreational open space</p> <p>The Plan makes direct reference to the County's Comprehensive Plan and how certain goals relate to the LPPRP. The Plan specifically recommends the following on pg. 40 "Chapter 8: Environmental Resource Management:</p> <ul style="list-style-type: none"> • A needs assessment should be done to see if more swimming facilities are needed in the western and southern portions of the County. • Assessments should be done along local waterways to determine the possibility of adding more boat launches along the smaller waterways for non-motorized boating. • Specific recommendations for recreational water facilities promoting swimming, boating and fishing should be incorporated in future Land Preservation and Recreation Plan updates." 	34-38	
<p><i>Implementing Programs</i></p>		
<p>*2v. Does the Plan provide a list and summary description of programs/funding sources used by the county to help achieve parks and recreation goals? Does it briefly explain how these programs are used to benefit the public? (Examples include POS, Rural Legacy,</p>	41, 69, 53	

Land and Water Conservation Fund, Sustainable Communities designation, county ordinances, etc.)		
-Funding sources are included and described in acceptable detail throughout the plan. The County receives funding and technical assistance for water access-based facilities from DNR's Public Access and Water Trails Program and the Waterway Improvement Program, but they are not mentioned in the Plan. The County should mention these sources of support.		
Capital Improvement Plan		
*2w. Does the Plan include a 5-year parks and recreation capital improvement Plan (CIP) (FYs 2022 - 2026) for land acquisition, facility development and rehabilitation priorities? The CIP includes line items for the Antietam Creek and Conococheague Creek Water Trails which is consistent with an existing technical assistance grant from DNR. It is recommended that the County also evaluate and include any maintenance or development projects that could be funded through the State Waterway Improvement Program and add those to the list as well.	41	
2x. Does the CIP include approximate acreage to acquire; number, type, and locations of facilities to develop or rehabilitate; and estimated costs?	42	
*2y. Does the CIP also include municipal projects and acquisitions to align with Annual Program requests?	42	
2z. Does the CIP include the recommended information for mid-term and long-term Planning horizons (e.g., 2027-2031 and 2032-2036) as recommended?	42	
*2aa. Does the Plan include the suggested spreadsheet for a 5-year parks and recreation capital improvement Plan (CIP) (FYs 2022 - 2026) and briefly discuss how the county coordinates with the local jurisdictions by describing the process for including municipal park and recreation priorities in the county LPPRP, the strategy for funding projects in municipalities, how municipal projects are represented in the CIP, etc.	44-46	
*2bb. Does the Plan include the table (pg. 11 of the 2022 LPPRP Guidelines) updating the County's work to reach the goals established in the 2017 LPPRP? The Plan did a very good job of addressing ongoing efforts related to water trails and public water access on pg. 51.	44-46, 48-49	
*2cc. Does the Plan include the table (pg. 12 of the 2022 LPPRP Guidelines) outlining the framework for meeting their acquisition goals for 2022? Does the table clearly state whether the county has achieved or will achieve its 2022 LPPRP acquisition goals or not? If the table states that the county has achieved or will achieve its 2022 LPPRP acquisition goals, is sufficient information cited from elsewhere in the LPPRP to support the county's statement? The plan does contain the table from page 12 of the Guidelines. It's not clear, however, how much land will be acquired for each area listed, and the CIP does not identify which projects may be acquisitions and how much acreage is involved. In the final draft, the location, acreages, and costs of future land acquisitions should be listed in the CIP. The county should clarify which projects in the CIP or other acquisition needs tables are specifically to address each deficiency identified in the proximity analysis. If the county believes that certain deficiencies do not rise to the level of requiring acquisition, then	55-56	

<p>the county should provide an explanation for why—for example, a low population density. The table beginning on page 55 indicates that further land acquisition is needed. If this is the county’s intent, MDP would concur that the county has a deficit based on the information presented and has not yet met its acquisition goals – please let us know if you disagree with our understanding that the county has not yet met its acquisition goals.</p> <p>Again, the County did a very good job of addressing ongoing efforts related to water trails and public water access on pg. 56 & 59. The Plan clearly states the County’s ongoing efforts: “Continue to work with local landowners possessing waterway frontage to create additional public access along the Antietam and Conococheague Creeks in service of creating comprehensive water trails through the County.”</p>		
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3. OTHER PROTECTED LANDS - NATURAL RESOURCE LAND CONSERVATION	YES (Pg. #)	NO
<i>Summary, Goals, and Implementing Programs</i>		
3a. Did the county identify county goals for lands that do not allow for public access? (Acreage that is discussed in this section should not be counted towards the parks and recreation acquisition goals.) County goals identified in this section should only include lands that do not allow for public access.	64-65	
3b. Does the Plan include an executive summary/overview of areas preserved in the county for natural resource value? Does it include supporting maps, images, or other data?	63-64	
3c. Does the summary/overview highlight any accomplishments or challenges?	63-82	
3d. Does the Plan explain public benefits to maintaining and enhancing natural resources lands opportunities for connecting people with nature?	64	
3e. Does the Plan list the county/local goals for natural resource land conservation and explain why the preservation of land for natural resource conservation is important to the county?	63-64	
*3f. Does the Plan include a summary update on the status of the county’s work to achieve goals for the preservation of natural resource land since the 2017 LPPRP?	65-66	
3g. Does the Plan include the list of state goals for natural resource land conservation and describe how county goals complement statewide goals? If county and state goals differ, does the Plan explain how?	66-67	
<i>Inventory of Protected Natural Resource Lands & Mapping</i>		
*3h. Does the Plan include an inventory of existing natural resources lands in the county?	67-70	
*3i. Is the land preservation data provided in the table organized according to the categories of the Maryland Protected Lands Dashboard?	99	
3j. Did the county create and/or utilize maps that show progress in meeting land preservation goals, and which may be needed to clearly convey the following information related to natural resource land conservation:	78	
i. Local and State Targeted Growth and Conservation Areas;		
ii. GreenPrint areas and county focus areas for natural resource land conservation;	79	

iii. Publicly owned parcels of land designated for natural resource conservation, greenways, park land or other public open space, delineated by ownership (federal, state and local);	68	
iv. Public parks and recreation properties (GIS dataset from the Parks and Recreation Inventory Map). Did the Plan note if and how parks and natural resource conservation land complement one another? Are trails or other outdoor recreation amenities crossing between parks and conservation lands?	99	
v. Parcels protected for natural resource conservation purposes through long-term conservation easements, licenses, agreements, etc.; that are held by public entities (federal, state or local). Delineate parcels by easement ownership; and	68, 74	
vi. Land preserved by deed covenants, such as homeowners' association designated open space, land preserved by land trusts through ownership or easement, etc.	74	
3k. Does the Plan include a list of available GIS datasets for state parks, other DNR owned lands and associated public recreational amenities as included in Appendix G? (A list of GIS datasets required to be submitted by counties with their LPPRPs is also included in Appendix G.)		X
Implementing Ordinances and Programs		
3l. Does the plan outline the principle implementing ordinances and programs that the county uses to work towards achieving its goals for the conservation of natural resources land? Does the plan include a summary list, table or narrative that provides baseline information on these ordinances and programs?	68-78	
Summary of Deficiencies and Recommendations		
3m. Based on the analysis of the county's inventory of natural resource lands and implementing ordinances and programs against its goals for natural resource conservation, does the plan indicate any deficiencies that need to be addressed? For each deficiency identified, does the plan include a list of recommendations to help address the deficiency?	79-82	
4. AGRICULTURAL LAND PRESERVATION	YES (Pg. #)	NO
NOTE: If a county has prepared an updated comprehensive plan, Priority Preservation Area (PPA) element, or a substantially equivalent plan containing goals for agricultural preservation acquisition, within the past five years, the county may reference that plan and briefly describe how the LPPRP strategies complement the land preservation goals and efforts reported in that plan.		
Summary, Goals, and Implementing Strategies		
4a. Does this county have an agricultural land preservation program certified by MDP and MALPF? <i>(See Guidelines for certain specifications with certified counties)</i>	√	
4b. Does the Plan include an executive summary/overview of agricultural land preservation in the county? The plan notes that Washington County's land preservation effort uses nine programs.	83	
4c. For uncertified counties: Does the Plan define and summarize county goals for agricultural land preservation?	N/A	
4d. For uncertified counties: Does the Plan include the list of state goals for agricultural land preservation from Guidelines Appendix A-3? And provide a summary of how county/local goals are complementary or differ from the statewide goals.?	N/A	

<i>Inventory and Mapping of Preserved Agricultural Lands & Mapping</i>		
*4e. Does the Plan include a spreadsheet inventory of existing preserved agricultural land in the county? The inventory includes the site name, acreage, and preservation program.	Appendix C	
*4f. Does the Plan include maps that illustrate agricultural land preserved in the county and any existing Priority Preservation Areas?	85 Larger map in Appendix A	
*4g. Does the map legend distinguish between properties that are publicly owned and those under easement, and disaggregate easements by program, including MALPF, Rural Legacy, CREP, MET, land trust, and local PDR/TDR.	√	
<i>Does the map legend distinguish properties within the Priority Preservation Area (PPA)?</i>		
*4h. Does the Plan explain any differences between properties highlighted in this map and those listed in the associated inventory of preserved agricultural lands in the county? The inventory includes MALPF, Rural Legacy, CREP, and the county's PDR program. The map also includes "other permanent easements" and "Mid-Maryland Land Trust easements. Easements from these two programs should be included in the inventory.		√
<i>For counties WITH and WITHOUT agricultural land preservation programs certified by MDP and MALPF</i>		
*4i. Does the Plan describe which strategies or actions presented in the county's 2017 LPPRP have been implemented and what the effect has been? The 2017 LPPRP referred to a goal of the 2012 plan for mandatory notification about right-to-farm laws to purchasers of new houses. I did not see an update on that item in the 2017 plan, so the 2022 LPPRP should say whether this item was implemented. The 2017 LPPRP referred to these goals for land preservation in the Washington County comprehensive plan: ♦ Continue efforts to develop permanent funding sources that can sustain an agricultural easement and development rights acquisition program. ♦ Continue the Agricultural District Program as an interim program to support agricultural preservation until agricultural easements can be acquired. ♦ Develop setbacks, screening and buffering for residential development proposed adjacent to agricultural preservation districts or easements that would require mitigation to protect the integrity of the agricultural property and not the proposed residential development. ♦ Work with the Washington County Soil Conservation District and the Agricultural Extension Agency to enhance current regulatory requirements that address animal waste collection and disposal processes to insure balance with environmental concerns. The first two bullet points are clearly being implemented; the final draft of the 2022 should provide an update on the last two items.		√
*4j. Which strategies or actions presented in the county's 2017 LPPRP were not implemented? See above.		
*4k. Does the plan ensure that the county's existing agricultural preservation program development strategy (which is used to determine certification eligibility) is aligned with the LPPRP agricultural preservation goals? Washington County's program development strategy, found in its comprehensive plan, contains the following recommendations:	√	

<ul style="list-style-type: none"> • Incorporate PPA in Ag Pres Priority Ranking system • Continue to evaluate TDRs • Continue 10-year districts • Amend clustering provision <p>These goals did not appear in the LPPRP. An evaluation of shortcomings in the LPPRP implies other ways forward for the program:</p> <ul style="list-style-type: none"> • “Striking a balance between preservation programs and property rights may be the biggest hurdle in the County.” • “While the County has no shortage of landowners pursuing preservation easements, there are many landowners who, by either personal or religious reasons, do not wish to pursue permanent preservation on their farms.” <p>These hurdles do not appear to be decisive; the county preserved over 4,700 over the past five years, and Planning’s projections—based on land already preserved and land preservation/conversion trends over the past decade—shows Washington County meeting its land preservation goal with a comfortable margin of farmland to spare.</p> <p>The county’s preservation goals in the LPPRP, which include active easement acquisition, outreach and assistance to young farmers, and support for agricultural business—align with the program development strategy of its certified program.</p>		
Only for counties <i>WITHOUT</i> certified agricultural land preservation programs.		
4l. Has the county established PPAs in its comprehensive plan? Are these areas mapped and is the map included in the comprehensive plan? If so, note where in the comprehensive plan this is discussed and if not, explain why.	N/A	
4m. How are the county’s goals implemented through its zoning and other land use tools?	N/A	
*4j. Which strategies or actions presented in the county’s 2017 LPPRP were not implemented? Why?	N/A	
*4k. Does the plan ensure that the county’s existing agricultural preservation program development strategy (which is used to determine certification eligibility) is aligned with the LPPRP agricultural preservation goals?	N/A	
Only for counties <i>WITHOUT</i> certified agricultural land preservation programs.		
4l. Has the county established PPAs in its comprehensive plan? Are these areas mapped and is the map included in the comprehensive plan? If so, note where in the comprehensive plan this is discussed and if not, explain why.	N/A	
4m. How are the county’s goals implemented through its zoning and other land use tools?	N/A	
4n. How is the county monitoring and evaluating the effectiveness of these programs?	N/A	
4o. What are the findings and conclusions of the most recent evaluation of these programs or ordinances?	N/A	
Summary of Deficiencies and Recommendations		
<p>*4p. Based on an analysis of the county’s inventory of agricultural lands, implementing ordinances, and programs against its goals for agricultural preservation, does the Plan indicate any deficiencies that need to be addressed? For each deficiency identified, does the Plan list a recommendation to help address the deficiency?</p> <p>Pages 92-93 make recommendations in a number of program areas:</p> <ul style="list-style-type: none"> • Ag districts: Evaluate the effectiveness of the Ag District Program and the tax credit. 	92-93	

<ul style="list-style-type: none"> ● Alternate land uses on agricultural land: A trend towards the commercialization of agricultural land for non-agricultural land uses is another industry trend that is creating challenges to land preservation efforts. Thus far in Washington County, rural based event centers in which converted barns or temporary tents on farms or large rural lots are being used to accommodate events such as weddings, festivals, and large-scale recreational activities. These activities are blurring the lines between agricultural and commercial land uses in rural areas that often have limited infrastructure to support such activities. <p>Solar panels, wind turbines, and communications towers are other uses that the county’s program will be grappling with.</p>		
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Maryland Project Green Classrooms (Maryland Partnership for Children in Nature)

The Maryland Project Green Classrooms project is a renewal and reaffirmation of Governor O’Malley’s Maryland Partnership for Children in Nature. It is a public-private partnership intended to provide opportunities for children to learn more about their local environment and develop their environmental literacy. According to the Maryland Department of Natural Resources, “The initiative serves as an advisory body, working collectively across multiple disciplines and public and private sectors to identify gaps and barriers, and make recommendations to decision-makers regarding solutions that will bring about change in the areas of environmental literacy, nearby nature, and career pathways for youth.”

Washington County has also fostered the development of environmental literacy through the operation of the Fairview Outdoor Education Center. Since 1979 the Board of Education has provided the opportunity for all 5th grade students to spend a full week at the center get a hands-on experience with environmental literacy programs. In addition to this program, numerous other middle and high school classrooms participate in sporadic field visits learning about stream health and restoration, forest stand ecology, and wildlife research.

From: [Samuel Tolbert](#)
To: [Eckard, Debra S.](#)
Subject: Re: Land Preservation, Parks & Recreation Plan
Date: Thursday, June 2, 2022 5:20:19 PM
Attachments: [image001.png](#)

WARNING!! This message originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Any claims of being a County official or employee should be disregarded.

I have an issue with the program, but I'm not sure my facts are correct. Can we have a discussion about it, sometime. My concern is, we were allowing landowners to participate, then after many years, they could opt out and then do as they wish with the property. So, is it true, they could pay no taxes, or reduced taxes, then opt out and develop the land, and be forgiven for all the taxes they did not pay? This would put agriculture at a disadvantage. Developers could buy property, pay no taxes, later, opt out and develop the property. This would put farmers, who needed to buy land at a disadvantage, the developers would pay a higher price, sit on the land, then develop it later.

Is this true, can landowners not pay taxes, then opt out, be tax free, and then develop the property?

-----Original Message-----

From: Eckard, Debra S. <deckard@washco-md.net>
To: Eckard, Debra S. <deckard@washco-md.net>
Cc: Allen, Travis M. <tallen@washco-md.net>
Sent: Thu, Jun 2, 2022 3:43 pm
Subject: Land Preservation, Parks & Recreation Plan

Several months ago, you participated in an on-line survey for the Washington County Land Preservation, Parks & Recreation Plan. The draft document has been finalized and we would appreciate your comments. A public hearing has been scheduled with the Board of County Commissioners of Washington County, Maryland on **Tuesday, June 14, 2022 at 10:30 a.m.** in the Washington County Administration Complex, 100 W. Washington St., Room 1113, Hagerstown, Maryland. The public hearing is for the purpose of taking public comment on this Plan.

All parties in interest and citizens, either in support of or in opposition to the proposed document, shall have the opportunity to be heard at said time and place or by submitting written comments through email at askplanning@washco-md.net or through regular postal service at 747 Northern Avenue, Hagerstown, MD 21742. All written comments must be received by 3 pm on June 13, 2022 to be considered as part of the official record. A copy of the proposed Plan is available for review here: <https://www.washco-md.net/planning-zoning/>.

Should you have any questions regarding the Plan, please feel free to contact Travis Allen at 240-313-2432 or via e-mail at tallen@washco-md.net. Thank you for your interest in Washington County's parks, recreation and land preservation efforts.



Debra S. Eckard

Administrative Assistant

Washington County Dept. of Planning & Zoning

747 Northern Avenue

Hagerstown, MD 21742

240-313-2430



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING - Agricultural Preservation Easement Rankings FY 2023

PRESENTATION DATE: June 14, 2022, 11:00 a.m.

PRESENTATION BY: Chris Boggs, Rural Preservation Administrator, Dept. of Planning & Zoning

RECOMMENDED MOTION: Move to approve the priority ranking of Agricultural Land Preservation Easement applications as recommended by the Agricultural Land Preservation Advisory Board and to forward the top 12 applications to the Maryland Agricultural Land Preservation Foundation (MALPF).

REPORT-IN-BRIEF: The purchase of permanent land preservation easements through the Maryland Agricultural Land Preservation Program (MALPP) is the largest part of Washington County's rural preservation strategy. All applications are ranked by the local Agricultural Land Preservation Advisory Board using the adopted Priority Ranking Formula which assigns points for such things as quality of soils, proximity to other preserved lands, agricultural status, economic viability, and relationship to other land use areas in the County.

DISCUSSION: Following review and consideration of public comment from this public hearing, Commissioners are requested to approve the top 12 applications to be forwarded to the MALPF Board. Easements are purchased in order from the priority list until funds are exhausted.

Maryland law requires MALPF and the County to maintain confidentiality of financial information and rankings for our easement applicants until the end of an annual easement acquisition cycle. Therefore, only the County Commissioners have the Excel spreadsheet of rankings by the Ag Board. The public copy lists only the names of applicants.

FISCAL IMPACT: No impact to County General Fund. The County will have an opportunity to contribute locally collected Agricultural Transfer Taxes and Real Estate Transfer Taxes in the Fall 2022. Local and State funds are combined (60% State and 40% County) to fund the matching portion of the program.

CONCURRENCES: The Agricultural Land Preservation Advisory Board has approved the rankings of these applications and the limit of 12 applications being forwarded to MALPF.

ALTERNATIVES: Change ranking and/or number of applicants submitted.

ATTACHMENTS: Priority Ranking List, Ranking Checklist

AUDIO/VISUAL NEEDS: PDF County Map of Applicants

MALPF APPLICANT LIST

LANDOWNER NAME	FILE NO.
Bowers	AD-20-010
Buhrman	AD-21-001
Corwell	AD-18-021
Cushwa	AD-91-022
Eby	AD-18-005
EDDN, LLC	AD-95-001
Eklund	AD-19-007
Gehr	AD-22-008
Hamilton	AD-90-026
Hockenberry	AD-22-011
Horst	AD-16-010
Houser	AD-18-015
Izer	AD-99-001
Miller	AD-19-005
Myer	AD-18-004
Reiser	AD-99-009
Rinehart	AD-94-008
Rhoderick	AD-17-001
Shank	AD-98-006
Stenger	AD-22-004
Strite	AD-90-019
Wagner-Miller	AD-22-007
Winders	AD-90-079

APPENDIX D
AGRICULTURAL PRESERVATION CHECKLIST
FOR EASEMENT ESTABLISHMENT

APPLICATION NO. _____ APPLICANT'S NAME _____

The following criteria will be listed with a possible point value next to each criterion. To the right of the possible point value is a place to assign the total number of points that is applicable to the specific parcel being considered in relationship to that particular criterion.

I. AGRICULTURAL STATUS

Objective: To determine whether the land is presently engaged in a viable farming operation, has a high productive capability, and is likely to stay in agriculture.

<u>Criteria:</u>	<u>Possible Points Value</u>	<u>Total Points Assigned</u>
Existing Parcel Size		
(a) 200 or more contiguous acres	(1.0)*	
(b) 100 or more contiguous acres but is characterized by special capabilities or production as a result of special conditions	(.8)*	
(c) Less than 100 contiguous acres	(.6)*	
Soil criteria from Soil Capability Class Using LESA System	Points ranging from (0 - 25)**	

*To calculate points to be assigned to this criterion multiply the possible soils point value by the point value assigned under "Existing Parcel Size."

**Using the LESA system ½ the point total under criteria are derived from soil capability class and ½ the point total is derived from the soil productivity score.

<u>Criteria:</u>	<u>Possible Points Value</u>	<u>Total Points Assigned</u>
2. Agricultural Status	(12)	_____
A. Lots developed or withheld since owner acquired Property, calculated as % of lots remaining Any developed lots up to 3 can be classified as family lots Any acreage withheld will be penalized.		_____
1. 100%	(5)	
2. up to 90% remaining	(3)	
3. up to 80% remaining	(2)	
4. up to 70% remaining	(1)	
5. Less than 70%	(0)	
B. District density. Greater than 300 acre block	(7)	_____

3. Previous Applicant-Have they applied for easement sale before?	(1)	_____
4. Proximity to other easement properties	(25)	_____
(a) Contiguous	(25)	
(b) Less than or = 1/4 mile	(20)	
(c) Less than or = 1/2 miles	(15)	
(d) Less than or = 1 mile	(10)	
(e) Less than or = 2 miles	(5)	
(f) Over 2 miles	(0)	
Weight system: Agricultural Easement (1.0)		
Open Space (0.5)		
5. Economic Viability	(9)	_____
_a. Intensively farmed operation	(5)	
Moderately intensive operation	(3)	
Low intensity operation	(1)	
i. Type of farm operation		_____
ii. Describe numbers of animals, etc.		_____
b. Water Availability		
Excellent	(4)	
Good	(3)	
Marginal	(1)	
i. List natural water sources		_____
ii. Number of wells		_____
6. Is property in a Priority Preservation Area	(5)	
Yes	(5)	
No	(0)	
7. Soil Conservation Plan	(0-5)	_____
8. Agricultural Miscellaneous	(11)	_____
(a) In the owner "actively engaged" in the farm operation ? 2 points		
i. Describe role in farm operation		_____
ii. How many years		_____
(b) Does the farm have long term chances for success?/Adaptability to other ag uses. 2 points		
i. Describe management plan		_____
ii. Other indications of adaptable uses		_____

- (c) Are best management practices (BMP) being used

On the farm? **5 points.** Describe _____

- (d) Capital intensity. Is the equipment and

Facilities in good working order? 2 points

DEVELOPMENT STATUS

9. Relationship of the district to the municipal boundaries of incorporated places within the Urban Growth Area or Town Growth Areas* (5 points)

For # 9, the following point system shall be used:

- a. Less than or = .5 mile 0 points
- b. Less than or = 1 mile 1 points
- c. Less than or = 1.5 miles 2 points
- d. Less than or = 2 miles 3 points
- e. Less than or = 2.5 miles 4 points
- f. Over 2.5 miles 5 points

10. A development intensity number will be calculated for each election district. This is computed by dividing the number of residential subdivisions that have been approved in the 5 preceding years by the number of square miles in that election district. A point total shall be assigned as follows:

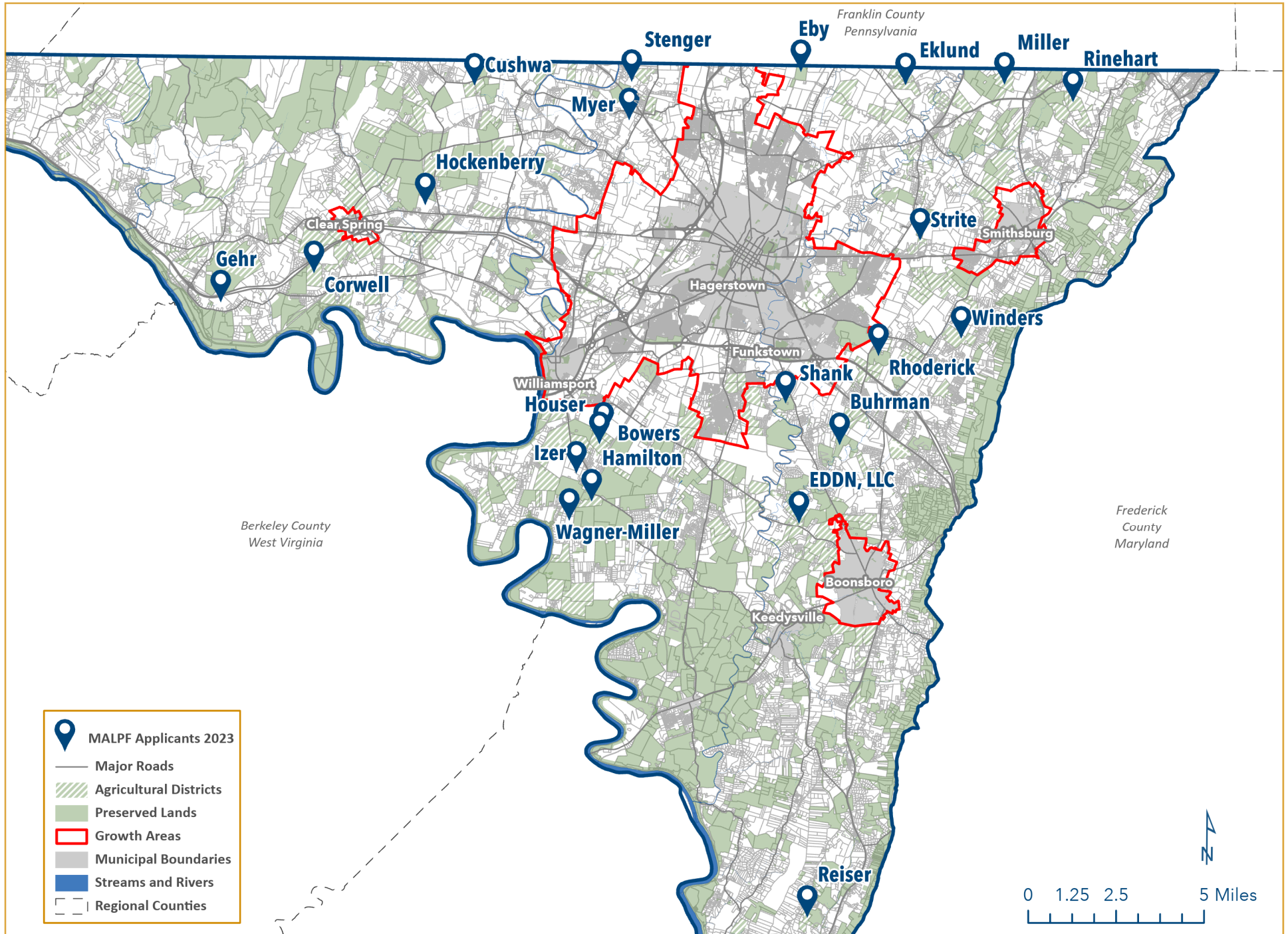
<u>Development intensity</u>	<u>Points</u>
Over 12	5 points
9-12	4 points
6-9	3 points
3-6	2 points
1-3	1 points
less than 1	0 points

11. Competitive Bidding **2 points**

The bidding will work as such:

- a. The value of the easement is determined by MALPF.
- b. The discount is calculated by comparing the amount per acre you are willing to sell an easement verses the MALPF determined actual easement value.
- c. The percentage of discounted value adds points to your overall ranking.

50% or above you will receive 2 points
40 % up to less than 50% you will receive 1 1/2 points
30% up to less than 40% you will receive 1 point
20% up to less than 30% you will receive 1/2 point
Less than 20% will receive 0 points





Agenda Report Form

Open Session Item

SUBJECT: FY 2023 Program Open Space Annual Program

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Andrew Eshleman, P.E. Director of Public Works

RECOMMENDED MOTION: Move to approve the Annual FY 2023 Program Open Space (POS) project list as presented and recommended by the Washington County Recreation and Parks Advisory Board.

REPORT-IN-BRIEF: As per POS guidelines, each year the Board of County Commissioners is required to adopt the annual POS Program.

DISCUSSION: The various municipalities, Board of Education, Hagerstown Community College as well as the County submit projects for consideration for inclusion in the annual POS Program. Based upon anticipated available funds a program is developed giving consideration to County parks and recreation priorities, community benefit, and the priority ranking of the project sponsor. The Recreation and Parks Advisory Board voted at its 5/5 meeting to recommend the proposed schedule to the Board of County Commissioners for adoption. After adoption by the Board of County Commissioners, notification is provided to the sponsors as to which projects have been included in the program along with approval letters. This then allows the sponsors to apply for funding to Maryland Department of Natural Resources after July 1.

FISCAL IMPACT: Washington County will receive \$1,746,741 in FY23 Program Open Space Funds. Since Washington County has met its local acquisition goal in the current approved Land Preservation, Parks, and Recreation Plan 25% of the FY23 apportionment must be used for acquisition projects while the remaining 75% may be used for acquisition or park development projects. Parkland acquisition projects are eligible for 100% POS reimbursement, while development projects require a minimum 10% local funding match. As of May 1, the County has an unencumbered POS balance of \$1,243,200.

CONCURRENCES: Washington County Recreation and Parks Advisory Board

ALTERNATIVES: Adopt different projects than those recommended by the Washington County Recreation and Parks Advisory Board.

ATTACHMENTS: FY23 Annual POS Program and Overview Map, FY23 requests received.

AUDIO/VISUAL NEEDS:

WASHINGTON COUNTY
FY 2023 POS PROGRAM SCHEDULE
FINAL PROPOSED

SPONSOR	PROJECT	TOTAL PROJECT COST	LOCAL SHARE POS FUNDS	LOCAL POS SHARE %	POS ACQUISITION FUNDS	POS DEV FUNDS	PROJECT NUMBER	NOTES
BOONSBORO	Shafer Park - Masonry Repair & Renovation	\$ 225,000.00 \$ 225,000.00	\$ 22,500.00 \$ 22,500.00	10.0%	\$ - \$ -	\$ 202,500.00 \$ 202,500.00	1	Stone wall reconstruction, bridge and patio repairs
FUNKSTOWN	Poplar Street Park Development	\$ 225,000.00 \$ 225,000.00	\$ 22,500.00 \$ 22,500.00	10.0%	\$ - \$ -	\$ 202,500.00 \$ 202,500.00	2	Antietam Water Trail. Park to include pavilion, parking, sidewalk, boat ramp, electrical/lighting
HAGERSTOWN	Fairgrounds Park (North) Play Equipment	\$ 120,000.00	\$ 12,000.00	10.0%	\$ -	\$ 108,000.00	3	Playground Equipment at Fairgrounds Park and other listed Parks
	City Park, Fairgrounds Park, & Pangborn Park - Play Equipment and Amenities	\$ 55,000.00	\$ 5,500.00	10.0%	\$ -	\$ 49,500.00	4	
		\$ 175,000.00	\$ 17,500.00		\$ -	\$ 157,500.00		
HCC	ARCC Bleacher and Curtain Divider Replacement	\$ 281,650.00	\$ 131,650.00	46.7%	\$ -	\$ 150,000.00	5	HCC is willing and able to provide upto \$148,000 towards the total project cost. Replace original wooden bleachers and curtain dividers
		\$ 281,650.00	\$ 131,650.00		\$ -	\$ 150,000.00		
KEEDYSVILLE	Taylor Park Gazebo	\$ 27,060.00 \$ 27,060.00	\$ 2,706.00 \$ 2,706.00	10.0%	\$ - \$ -	\$ 24,354.00 \$ 24,354.00	6	Construct new gazebo adjacent to the Library
SHARPSBURG	Sharpsburg Park Play Equipment	\$ 72,000.00 \$ 72,000.00	\$ 7,200.00 \$ 7,200.00	10.0%	\$ - \$ -	\$ 64,800.00 \$ 64,800.00	7	Add playground equipment and landscaping
SMITHSBURG	Lions Park Basketball Courts	\$ 25,000.00	\$ 2,500.00	10.0%		\$ 22,500.00	8	Resurface existing courts.
	Veterans Park Basketball Courts	\$ 25,000.00	\$ 2,500.00	10.0%		\$ 22,500.00	9	
		\$ 50,000.00	\$ 5,000.00			\$ 45,000.00		
WASHINGTON COUNTY	Ag Center Horse Ring and Event Space (add to FY19 POS - \$114,000 = \$164,000 total)	\$ 219,000.00	\$ 55,000.00	25.1%		\$ 164,000.00	10	Relocate and construct a new horse ring and event space/overflow parking at Ag Center. New playground equipment at Doub's Woods. Renovated basketball courts at Regional Park. Convert one to a multisport court. Provide irrigation at Marty Snook and Regional Park multipurpose fields. Regrade and reseed fields and providing spectator amenities. Acquire 2.8 acres of adjacent wooded land to Doub's Wood Park.
	Doub's Woods Playground Equipment	\$ 160,000.00	\$ 25,000.00	15.6%		\$ 135,000.00	11	
	Regional Park - Multisport Court	\$ 150,000.00	\$ 13,000.00	10.3%		\$ 113,000.00	12	
	Marty Snook & Regional Park Field Improvements	\$ 125,000.00	\$ 12,500.00	10.0%		\$ 112,500.00	13	
	Doub's Wood Acquisition	\$ 425,000.00 \$ 1,079,000.00	\$ - \$ 105,500.00	0.0%		\$ 425,000.00 \$ 524,500.00	14	
WCPS	Smithsburg Elementary School - Play Equip & Trail Connection	\$ 70,000.00	\$ 7,000.00	10.0%	\$ -	\$ 63,000.00	15	Replace selected outdated playground equipment and provide pedestrian access to Veterans Park
		\$ 70,000.00	\$ 7,000.00		\$ -	\$ 63,000.00		
WILLIAMSPORT	Byron Memorial Park Acquisition - Springfield Mansion	\$ 1,105,000.00	\$ -	0.0%	\$ 300,000.00		16	Roll over unused FY22 funds and add up additional funds not to exceed land appraised value. SDAT assessed value \$243,200
	(Add to FY22 POS - \$103,000 = \$300,000 total)	\$ 1,105,000.00	\$ -		\$ 300,000.00	\$ -		
TOTAL		\$ 2,204,710.00	\$ 321,556.00		\$ 725,000.00	\$ 1,434,154.00		

Total POS Program FY23 Allocation \$ 1,746,741
Development Available 75% \$ 1,310,055.75
Acquisition Available 25% \$ 436,685.25

POS Acquisition Total \$ 725,000.00
Difference \$ (288,314.75)

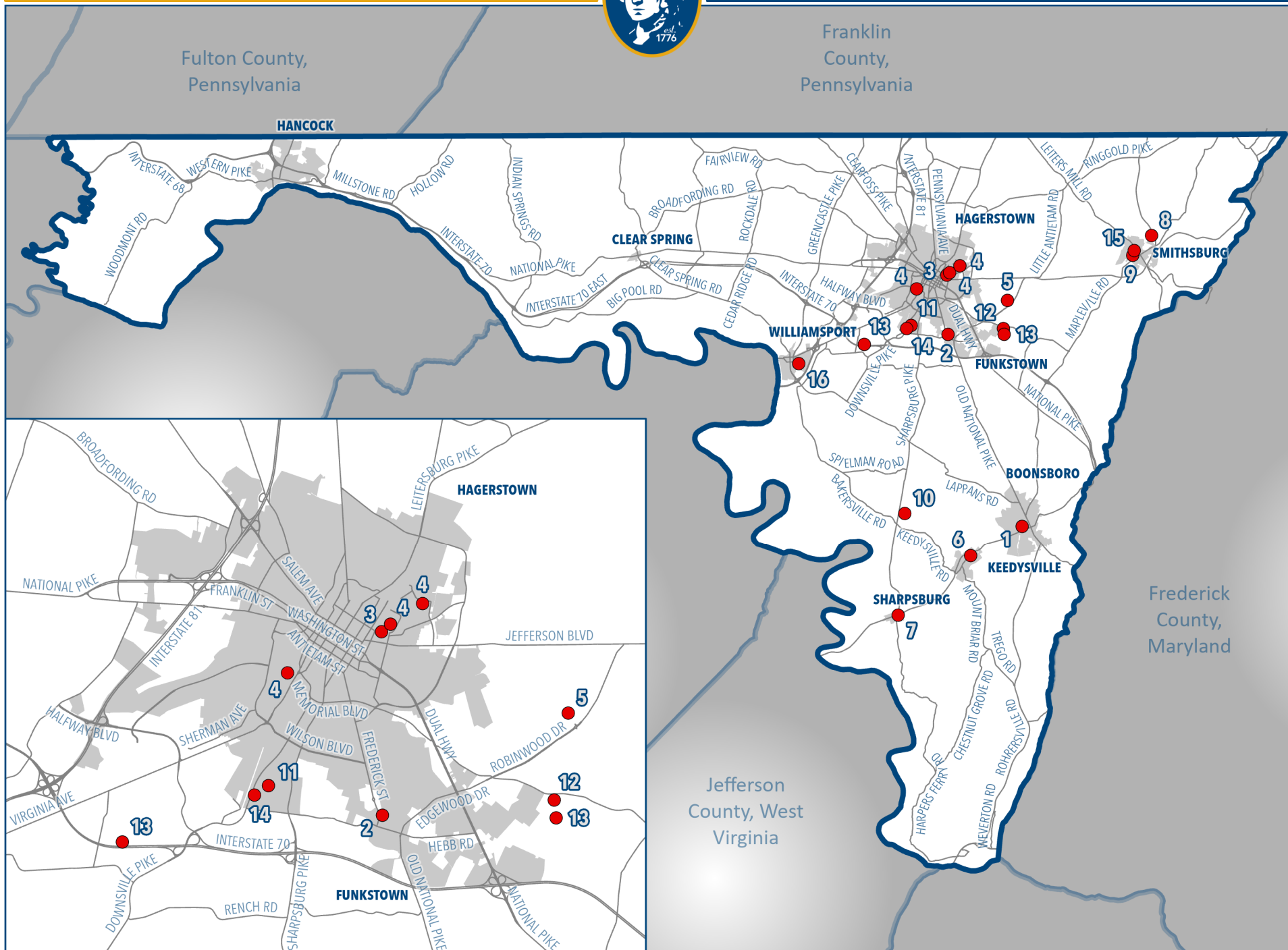
Covered by County's unencumbered balance

POS Development Total \$ 1,434,154.00
Difference \$ (124,098.25)

Covered by County's unencumbered balance

Total POS Acquisition and Development \$ 2,159,154.00

Washington County unencumbered balance as of May 1, 2022 \$ 1,243,200.01
Acquisition unencumbered Balance \$ 332,550.43
Development unencumbered Balance \$ 910,649.58



WASHINGTON COUNTY
FY 2023 POS PROGRAM SCHEDULE
ALL REQUESTS RECEIVED

SPONSOR	PROJECT	TOTAL PROJECT COST	LOCAL SHARE POS FUNDS	LOCAL POS SHARE %	POS ACQUISITION FUNDS	POS DEV FUNDS	APPLICANT'S PRIORITY	NOTES
BOONSBORO	Shafer Park - Masonry Repair & Renovation	\$ 225,000.00 \$ 225,000.00	\$ 22,500.00 \$ 22,500.00	10.0%	\$ - \$ -	\$ 202,500.00 \$ 202,500.00		
FUNKSTOWN	Poplar Street Park Development	\$ 225,000.00 \$ 225,000.00	\$ 22,500.00 \$ 22,500.00	10.0%	\$ - \$ -	\$ 202,500.00 \$ 202,500.00		
HAGERSTOWN	Fairgrounds Park (North) Play Equipment	\$ 120,000.00	\$ 12,000.00	10.0%	\$ -	\$ 108,000.00	1	Continue funding Fairground Roof Project under LPPI
	City Park, Fairgrounds Park, & Pangborn Park - Play Equipment and Amenities	\$ 55,000.00	\$ 5,500.00	10.0%	\$ -	\$ 49,500.00	2	
	Fairgrounds Park - Stable Roof Replacement	\$ 134,000.00	\$ 14,000.00	10.4%		\$ 90,000.00	3	
		\$ 309,000.00	\$ 31,500.00		\$ -	\$ 247,500.00		
HCC	ARCC Bleacher and Curtain Divider Replacement	\$ 281,650.00 \$ 281,650.00	\$ 28,165.00 \$ 28,165.00	10.0%	\$ - \$ -	\$ 253,485.00 \$ 253,485.00		HCC able to provide upto \$148,000 in funds
KEEDYSVILLE	Taylor Park Gazebo	\$ 27,060.00 \$ 27,060.00	\$ 2,706.00 \$ 2,706.00	10.0%	\$ - \$ -	\$ 24,354.00 \$ 24,354.00		
SHARPSBURG	Sharpsburg Park Play Equipment	\$ 72,000.00 \$ 72,000.00	\$ 7,200.00 \$ 7,200.00	10.0%	\$ - \$ -	\$ 64,800.00 \$ 64,800.00		
SMITHSBURG	Lions Park Basketball Courts	\$ 25,000.00	\$ 2,500.00	10.0%		\$ 22,500.00	1	
	Veterans Park Basketball Courts	\$ 25,000.00	\$ 2,500.00	10.0%		\$ 22,500.00	2	
		\$ 50,000.00	\$ 5,000.00	10.0%	\$ -	\$ 45,000.00		
WASHINGTON COUNTY	Ag Center Horse Ring and Event Space (add to FY19 POS - \$114,000 = \$164,000 total)	\$ 219,000.00	\$ 55,000.00	25.1%		\$ 164,000.00	1	Funds Bathrooms and Pavilion improvements under LPPI
	Doub's Woods Playground Equipment	\$ 160,000.00	\$ 25,000.00	15.6%		\$ 135,000.00	2	
	Regional Park - Multisport Court	\$ 150,000.00	\$ 13,000.00	10.3%		\$ 113,000.00	3	
	Marty Snook - Bathroom Upgrades	\$ 50,000.00	\$ 5,000.00	10.0%		\$ 45,000.00	4	
	Marty Snook - Pavilion Repairs/Roof Replacement	\$ 25,000.00	\$ 2,500.00	10.0%		\$ 22,500.00	5	
	Marty Snook - Regional Park Field Improvements	\$ 125,000.00	\$ 12,500.00	10.0%		\$ 112,500.00	6	
	Doub's Wood Acquisition	\$ 425,000.00 \$ 1,154,000.00	\$ - \$ 113,000.00	0.0% 9.8%	\$ 425,000.00 \$ 425,000.00	\$ 592,000.00	7	
WCPS	Smithsburg Elementary School - Play Equip & Trail Connection	\$ 70,000.00 \$ 70,000.00	\$ 7,000.00 \$ 7,000.00	10.0% 10.0%	\$ - \$ -	\$ 63,000.00 \$ 63,000.00		
WILLIAMSPORT	Byron Memorial Park Acquisition - Springfield Mansion (Add to FY22 POS - \$103,000)	\$ 1,105,000.00 \$ 1,105,000.00	\$ - \$ -	0.0% 0.0%	\$ 300,000.00 \$ 300,000.00	\$ -		
TOTAL		\$ 3,518,710.00	\$ 239,571.00		\$ 725,000.00	\$ 1,695,139.00		

Total POS Program FY23 Allocation	\$ 1,746,741
Development Available 75%	\$ 1,310,055.75
Acquisition Available 25%	\$ 436,685.25
POS Acquisition Total	\$ 725,000.00
Difference	\$ (288,314.75)
POS Development Total	\$ 1,695,139.00
Difference	\$ (385,083.25)
Total POS Acquisition and Development	\$ 2,420,139.00



Agenda Report Form

Open Session Item

SUBJECT: FY 2023 Local Parks and Playground Infrastructure State Funding

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Andrew Eshleman, P.E., Director of Public Works

RECOMMENDED MOTION: Move to approve the FY 2023 Local Parks and Playground Infrastructure (LPPI) project list as presented and recommended by the Washington County Recreation and Parks Advisory Board.

REPORT-IN-BRIEF: The State's FY23 capital budget (SB 291) included general obligation bond funding for Local Parks and Playgrounds Infrastructure. Washington County is required to submit a letter and program schedule to the State Department of Natural Resources to utilize the designated funds.

DISCUSSION: The State's FY2023 capital budget included a total of \$85 million in bond funding to the county administrative units managing local parks to design, construct and capital equip indoor and outdoor park infrastructure and other capital-eligible projects that enhance recreational amenities, including but not limited to trails, playgrounds, and recreational facilities. Washington County will receive \$1.5 million. Project funds shall be encumbered during the State Fiscal Year 2023 which begins on July 1, 2022 and ends June 30, 2023. The Maryland Department of Natural Resources shall administer funds in a similar manner as Program Open Space grants for development projects with the exception that the matching requirement is waived and there are more specific requirements related to general public access.

To be eligible for funding projects must be:

- Located on land owned or controlled by the local government
- Design, construct and/or capital equip park infrastructure
- 100% accessible to the general public
- Have a useful life expectancy of at least 15 years.

This is the second consecutive year that State LPPI funds have been available. The Recreation and Parks Board is proposing the funds be used to continue modernization efforts to improve patrons' user experience in parks throughout the County. Municipal projects included preference for funding Community Parks and Playground applications that were not funded by the State and completing ongoing partially funded projects. Community Parks and Playground is a state 100% bond funded program that is similar to LPPI, but is only available to the municipalities.

FISCAL IMPACT: Washington County will receive \$1.5 million in reimbursement for eligible project expenses. The project sponsor will need to pay for up front expenses and submit for reimbursements to the state.

Budget adjustments will need to be prepared for existing County Capital Improvement Accounts and are tentatively proposed as follows:

Park Playground Equipment/Surfacing Replacement – Various Locations: \$160,000

County Parks Bathroom/Drinking Fountain Upgrades: \$292,000

Roof Replacements at Various Locations: \$289,600

Parking Lot Repair & Resurfacing: \$135,000

CONCURRENCES: Washington County Recreation and Parks Advisory Board

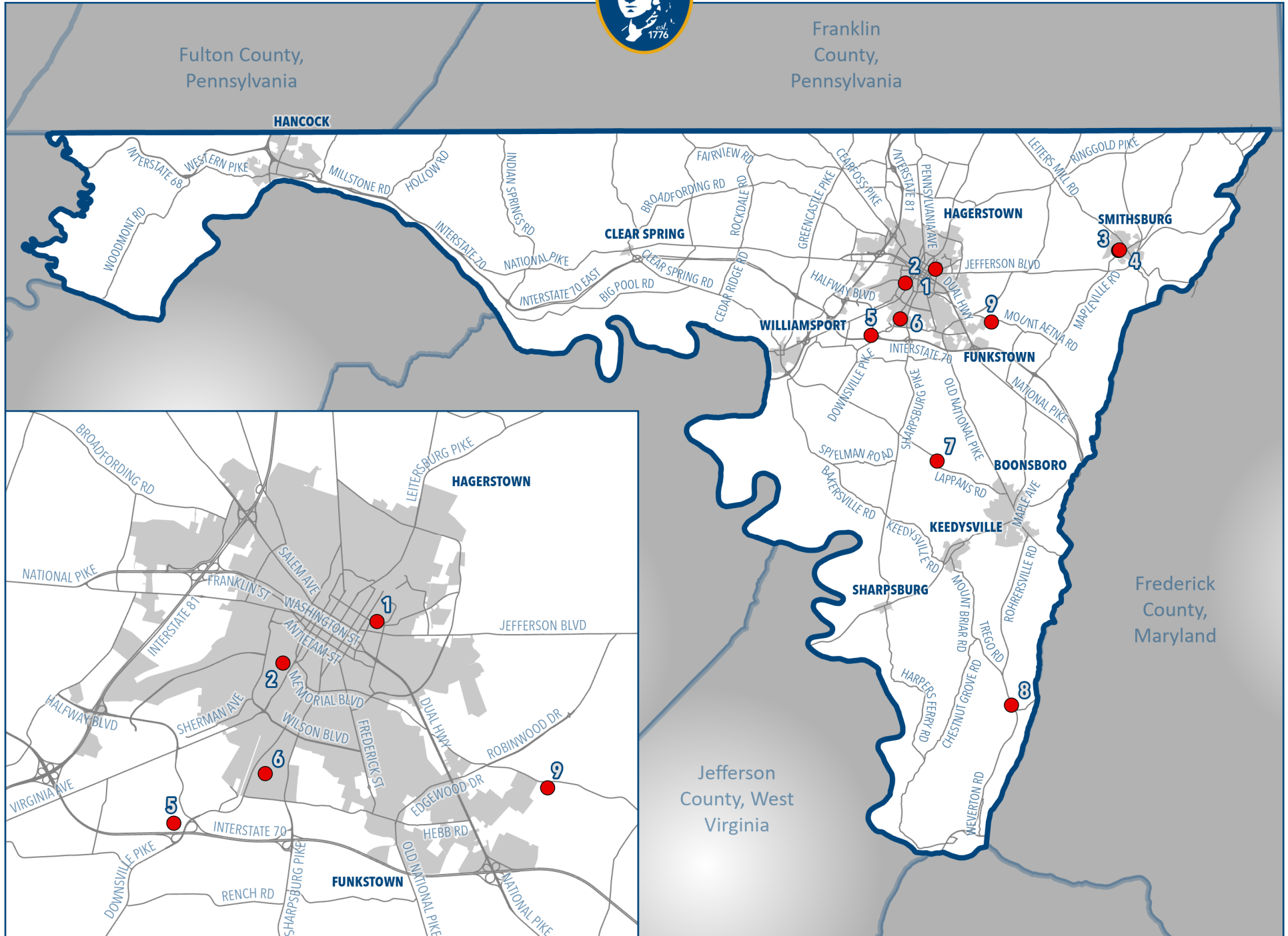
ALTERNATIVES: Recommend different projects

ATTACHMENTS: FY23 LPPI Program and Overview Map

AUDIO/VISUAL NEEDS:

WASHINGTON COUNTY
LOCAL PARKS AND PLAYGROUND INFRASTRUCTURE PROJECTS
FINAL PROPOSED

SPONSOR	PROJECT	DESIGN COST	CONSTRUCTION COST	EQUIPMENT COST	TOTAL PROJECT COST	LPPI FUNDS	PROJECT NUMBER
HAGERSTOWN	Fairgrounds Park - Stable Roof Replacement (continuation of FY22 LPPI funded project)	\$ -	\$ 134,000.00	\$ -	\$ 134,000.00	\$ 104,000.00	1
	City Park Trainhub Restrooms (FY21 POS project bids came in overbudget, add LPPI funds to construct project. City applied for CPP grant for city park restrooms, but not awarded funds)		\$ 400,000.00		\$ 400,000.00	\$ 200,000.00	2
SMITHSBURG	Veterans Park Playground Equipment (Applied for CPP grant, but not awarded funds)	\$ -		\$ 152,800.00	\$ 152,800.00	\$ 152,800.00	3
	Veterans Park Inclusive Playground Equipment (Applied for CPP grant, but not awarded funds)			\$ 166,600.00	\$ 166,600.00	\$ 166,600.00	4
WASHINGTON COUNTY	Marty Snook Park - Modernization (pavillion upgrades, bathroom renovations, pavement resurfacing, lighting, benches and other park amenities)	\$ 5,000.00	\$ 396,600.00	\$ 10,000.00	\$ 411,600.00	\$ 411,600.00	5
	Doubs Woods - Modernization (pavillion upgrades, bathroom renovations, pathway resurfacing, lighting, benches, and other park amenities)	\$ 5,000.00	\$ 145,000.00	\$ -	\$ 150,000.00	\$ 150,000.00	6
	Devils Backbone Park - Modernization (pavillion upgrades, bathroom renovation, lighting, benches, and other park amenities)	\$ 5,000.00	\$ 50,000.00	\$ 130,000.00	\$ 185,000.00	\$ 185,000.00	7
	Pleasant Valley - Modernization (pavillion upgrades, bathroom renovation, lighting, benches and other park amenities)	\$ 5,000.00	\$ 65,000.00	\$ 10,000.00	\$ 80,000.00	\$ 80,000.00	8
	Regional Park - Bathroom Renovations	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	9
TOTAL		\$ 20,000.00	\$ 1,240,600.00	\$ 469,400.00	\$ 1,730,000.00	\$ 1,500,000.00	





Board of County Commissioners Agenda Report

Washington County, Maryland

Open Session ✓

NOTE: The Board will need to convene as the *Board of Health* when considering this request.

From: Michelle Hutchinson, Purchasing – Washington County Health Department

Presentation By: Earl Stoner, Health Officer, and Dan Triplett, Administrator

Presentation Date: June 14, 2022

Subject: Award of Medical Assistance Non-Emergency Transportation Contract.

Recommendations: Award a contract with AAA Transport for provision of medical assistance non-emergency transportation services to qualified residents of Washington County. The contract is for a fixed unit price (base and mileage) for each type of transport (sedan, wheelchair van, ambulance, etc.). The estimated cost of the contract over the two (2) year contract period (July 1, 2022 – June 30, 2024) is \$4,515,268.00. The estimated cost for each of the two (2) option years (July 1, 2024 – June 30, 2025 and July 1, 2025-June 30, 2024) is \$2,376,348.00. The total estimated cost of the contract with all both option years is \$9,267,965.20.

Report-in-brief: The Washington County Health Department oversees the Non-Emergency Medicaid Transportation Grant for Washington County. This grant is awarded to the health department by the Maryland Department of Health and is funded by the Medicaid program. The program provides free transportation for medical assistance recipients in Washington County that meet the mandated federal eligibility requirements for the program. The Washington County Health Department verifies eligibility and schedules rides for clients and contracts out the actual transportation.

The RFP for this services was published on eMaryland Marketplace. Only 1 bid was received for the service. AAA Transport is our current contractor for this service and has a good record of providing these services to Washington County.

This contract may be superseded prior to the end of the contract period as the Maryland Department of Health's Medicaid Program has been working on a statewide brokerage contract to provide these services. We believe that this has discouraged other potential bidders from participation a new contractor might be unable to recoup startup costs if the contract was cancelled prior to the end of the contract period.

Discussion: NA

Concurrences (If Applicable): NA

Fiscal Impact (If Applicable): No money is being requested. 100% of the funds for this contract are paid by the Maryland Medicaid Program through a grant to the Washington County Health Department.

Alternatives (If Applicable): NA

Attachments: RFP Documents
AAA Transport Financial Bid



STATE OF MARYLAND

WASHINGTON COUNTY HEALTH DEPARTMENT (WCHD)

REQUEST FOR PROPOSALS (RFP)

**MEDICAL ASSISTANCE NON-EMERGENCY
TRANSPORTATION PROGRAM**

RFP NUMBER WCHD-2022-01

ISSUE DATE: 04/25/2022

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Medical Assistance Non-Emergency Transportation Program
Solicitation No: WCHD-2022-01

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - ☐ Other commitments preclude our participation at this time
 - ☐ The subject of the solicitation is not something we ordinarily provide
 - ☐ We are inexperienced in the work/commodities required
 - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
 - ☐ The scope of work is beyond our present capacity
 - ☐ Doing business with the State is simply too complicated. (Explain in REMARKS section)
 - ☐ We cannot be competitive. (Explain in REMARKS section)
 - ☐ Time allotted for completion of the Proposal is insufficient
 - ☐ Start-up time is insufficient
 - ☐ Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
 - ☐ Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
 - ☐ MBE or VSBE requirements (Explain in REMARKS section)
 - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
 - ☐ Payment schedule too slow
 - ☐ Other: _____
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
WASHINGTON COUNTY HEALTH DEPARTMENT (WCHD)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Services - Medical Assistance Non-Emergency Transportation Program
Solicitation Number:	WCHD-2022-01
RFP Issue Date:	04/25/2022
RFP Issuing Office:	Washington County Health Department (WCHD or the "Department")
Procurement Officer: e-mail: Office Phone:	Michelle Hutchinson 1302 Pennsylvania Avenue Hagerstown, MD 21742 Michelle.Hutchinson@Maryland.gov 240-313-3232
Proposals are to be sent to:	wchd.procurement@maryland.gov
Pre-Proposal Conference:	May 9, 2022, 10:00 AM Local Time Online via Google Meet See Attachment A for instructions.
Questions Due Date and Time	May 13, 2022, 4:30PM Local Time
Proposal Due (Closing) Date and Time:	June 1, 2022, 4:30PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page ii).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Indefinite Quantity with Fixed Unit Prices
Contract Duration:	July 1, 2022 – June 20, 2024 base period with two (2), one-year option periods
Primary Place of Performance:	Washington County, Maryland
SBR Designation:	No
Federal Funding:	Yes

TABLE OF CONTENTS – RFP

1	Minimum Qualifications.....	1
1.1	Offeror Minimum Qualifications.....	1
2	Contractor Requirements: Scope of Work	2
2.1	Summary Statement.....	2
2.2	Background and Purpose	2
2.3	Responsibilities and Tasks.....	4
2.4	Deliverables	Error! Bookmark not defined.
2.5	Optional Features or Services, Future Work	Error! Bookmark not defined.
2.6	Service Level Agreement (SLA)	14
3	Contractor Requirements: General.....	15
3.1	Contract Initiation Requirements.....	15
3.2	End of Contract Transition	15
3.3	Invoicing.....	17
3.4	Liquidated Damages	18
3.5	Disaster Recovery and Data	18
3.6	Insurance Requirements	20
3.7	Security Requirements.....	21
3.8	Problem Escalation Procedure.....	27
3.9	SOC 2 Type 2 Audit Report	28
3.10	Experience and Personnel.....	28
3.11	Substitution of Personnel.....	Error! Bookmark not defined.
3.12	Minority Business Enterprise (MBE) Reports.....	28
3.13	Veteran Small Business Enterprise (VSBE) Reports	29
3.14	Work Orders	30
3.15	Additional Clauses.....	30
4	Procurement Instructions	31
4.1	Pre-Proposal Conference	31
4.2	eMaryland Marketplace Advantage (eMMA)	31
4.3	Questions	31
4.4	Procurement Method	32
4.5	Proposal Due (Closing) Date and Time.....	32

4.6	Multiple or Alternate Proposals.....	32
4.7	Economy of Preparation	32
4.8	Public Information Act Notice	32
4.9	Award Basis.....	33
4.10	Oral Presentation	33
4.11	Duration of Proposal.....	33
4.12	Revisions to the RFP	33
4.13	Cancellations	34
4.14	Incurred Expenses	34
4.15	Protest/Disputes	34
4.16	Offeror Responsibilities.....	34
4.17	Acceptance of Terms and Conditions.....	35
4.18	Proposal Affidavit	35
4.19	Contract Affidavit.....	35
4.20	Compliance with Laws/Arrearages	35
4.21	Verification of Registration and Tax Payment	35
4.22	False Statements	36
4.23	Payments by Electronic Funds Transfer.....	Error! Bookmark not defined.
4.24	Prompt Payment Policy	36
4.25	Electronic Procurements Authorized.....	36
4.26	MBE Participation Goal	38
4.27	VSBE Goal	38
4.28	Living Wage Requirements	38
4.29	Federal Funding Acknowledgement.....	39
4.30	Conflict of Interest Affidavit and Disclosure	39
4.31	Non-Disclosure Agreement	40
4.32	HIPAA - Business Associate Agreement	40
4.33	Nonvisual Access	40
4.34	Mercury and Products That Contain Mercury	40
4.35	Location of the Performance of Services Disclosure	40
4.36	Department of Human Services (DHS) Hiring Agreement.....	40
4.37	Small Business Reserve (SBR) Procurement	41
4.38	Bonds.....	41
4.39	Maryland Healthy Working Families Act Requirements	42

5	Proposal Format	44
5.1	Two Part Submission	44
5.2	Proposal Delivery and Packaging	44
5.3	Volume I - Technical Proposal	45
5.4	Volume II – Financial Proposal	50
6	Evaluation and Selection Process	51
6.1	Evaluation Committee	51
6.2	Technical Proposal Evaluation Criteria	51
6.3	Financial Proposal Evaluation Criteria	51
6.4	Reciprocal Preference	51
6.5	Selection Procedures	52
6.6	Documents Required upon Notice of Recommendation for Contract Award	53
7	RFP ATTACHMENTS AND APPENDICES	54
Attachment A.	Pre-Proposal Conference Response Form	58
Attachment B.	Financial Proposal Instructions & Form	59
Attachment C.	Proposal Affidavit	61
Attachment D.	Minority Business Enterprise (MBE) Forms	62
Attachment E.	Veteran-Owned Small Business Enterprise (VSBE) Forms	63
Attachment F.	Maryland Living Wage Affidavit of Agreement for Service Contracts	64
Attachment G.	Federal Funds Attachments	66
Attachment H.	Conflict of Interest Affidavit and Disclosure	67
Attachment I.	Non-Disclosure Agreement (Contractor)	68
Attachment J.	HIPAA Business Associate Agreement	69
Attachment K.	Mercury Affidavit	70
Attachment L.	Location of the Performance of Services Disclosure	71
Attachment M.	Contract	72
Attachment N.	Contract Affidavit	89
Attachment O.	DHS Hiring Agreement	90
	Appendix 1. – Abbreviations and Definitions	91

Appendix <<#>>. – <<Title of Appendix>>..... 95

1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

[[If there are Offeror Minimum Qualifications for this solicitation, enter the following language as applicable for this section and number each Minimum Qualification.]]

As part of the determination to be considered reasonably susceptible of being selected for award, the Offeror must document in its Proposal that, within the last seven (7) years, the following Minimum Qualifications have been met:

- 1.1.1** The Offeror shall have at least five (5) years experience providing transportation services including ambulatory, wheelchair and ambulance transportation services.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal a certification that they meet the experience criteria and a narrative detailing their experience in this area.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Washington County Health Department (WCHD or the "Department") is issuing this Request for Proposals (RFP) in order to award a contract to a selected Offeror for the purpose of providing transportation to and from medical appointments for eligible medical assistance recipients in Washington County, Maryland.
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3 The Department intends to make a single award as a result of this RFP. See RFP **Section 4.9 Award Basis** for more Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background, Purpose and Goals

The Washington County Health Department (WCHD) administers the Medical Assistance (MA) Transportation grant program for Washington County, which is funded by the State of Maryland's Medicaid program and coordinates transportation services for Medical Assistance recipients who reside in Washington County, meet the eligibility requirements for the program, and need transportation to access medically necessary services. Eligible recipients must have no other means of transportation and medical appointments must be a covered service pursuant to Transportation Grant, COMAR 10.09.19. The Washington County Medical Assistance Transportation Program provides an average of 18,730 transports per year to approximately 995 eligible Medicaid participants.

The following chart reflects the number of unduplicated participants and transports performed per mode in fiscal year 2020, 2021, and for an annualized 2022. It should be noted that all three of these years have been affected by the COVID pandemic which may have artificially lowered the numbers due to the prevalent use of virtual medical appointments, etc.

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	# Unduplicated Participants Using Service			Number of Completed Trips			Mileage		
	FY 2020	FY 2021	FY 2022	FY 2020	FY 2021	FY 2022	FY 2020	FY 2021	FY 2022*
Ambulance-BLS	426	441	445	1427	1188	1127	22150.3	19268.0	15277.5
Ambulance-ALS	145	154	131	156	166	142	10571.8	11589.8	9447.2
Ambulance - Specialty Care	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total Ambulance	534	554	537	1583	1354	1269	32722.1	30857.8	22362.9
Wheelchair Van	105	115	145	3352	3272	4573	32408.6	23652.1	43128.3
Ambulatory Service	395	355	417	17747	10785	12044	235320.1	126661.2	163835.2
TOTAL FOR ALL MODES	980	952	1052	22882	15411	17894	300450.8	18171.1	229326.4

- NOTE: Totals for unduplicated participants may not be a straight count as individuals may use multiple forms of transportation.
- FY2022 Totals are annualized based on data as of 03/16/2022.

Washington County Health Department seeks a qualified transportation company (the “Contractor”), to provide non-emergency ambulatory, wheelchair and ambulance transportation services to and/or from medically necessary Medicaid covered services to eligible Medicaid recipients who reside in Washington County or who are located at a hospital, nursing home or other medical facility within Washington County, as described in this Request For Proposals. Subcontracting for specific portions of this RFP is permissible provided all specifications herein provided are met and the Contractor agrees that they will be directly responsible for ensuring any subcontractors meet these requirements.

2.2.1 Project Goals

- Ensure that eligible medical assistance recipients residing in Maryland and meeting the federal eligibility requirements for this program are able to receive transportation to and from their eligible medical appointments.

2.2.2 State Staff and Roles

In addition to the Procurement Officer and Contract Monitor, the State will be the primary contact for individuals requesting transportation services under this contract.

- WCHD Transportation Program Staff

- 1) The State will provide a program staff at the WCHD who will be responsible for taking calls from medical assistance recipients requesting transportation services under this program during normal business hours.
 - a) WCHD staff will screen applicants for eligibility based on eligibility requirements set by the federal government.
 - b) WCHD staff will submit requests to the selected Offeror for transportation of eligible clients to and from their medical appointments.

2.2.3 Other State Responsibilities

- A. The State is responsible for providing required information, data, and documentation to the selected Offeror to schedule necessary transports, and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

Overall Service and Quality Requirements:

- 2.1.1 All aspects of this service must conform to the Maryland Department of Health's regulation for Transportation Grants, COMAR 10.09.19. Contractors or sub-contractors providing ambulance service for dually covered (Medicare/Medicaid) recipients must meet regulations as described in COMAR 10.09.13, Ambulance Services and COMAR 10.09.36, General Medicaid Provider Participation Criteria. The COMAR regulations listed above may be viewed at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- 2.1.2 The Contractor must have the ability to provide the following transportation services to eligible Medicaid participants:
 - 2.1.2.1 Ambulatory
 - 2.1.2.2 Wheelchair
 - 2.1.2.3 Bariatric wheelchair
 - 2.1.2.4 Basic life support ambulance
 - 2.1.2.5 Advanced life support ambulance
 - 2.1.2.6 Specialty care ambulance
 - 2.1.2.7 Bariatric ambulance
- 2.1.3 The Contractor shall guarantee that medical non-emergency ambulatory, wheelchair, and ambulance transportation services are provided to eligible recipients who have no other means of available transportation, or for whom available transportation resources are inadequate or inappropriate to meet the recipient's needs.
- 2.1.4 The Contractor shall provide curb-to-curb or door-to-door service as medically necessary for ambulatory and wheelchair transports.

- 2.1.5 The Contractor shall provide door through door service for ambulance transports.
- 2.1.6 The Contractor shall not transport other individuals while transporting Medical Assistance participants, except for an attendant accompanying a minor or when an attendant is medically necessary.
- 2.1.7 The Contractor shall submit a plan which demonstrates that all transportation provided by The Contractor or subcontractors are in compliance with all applicable city, county, state, and federal regulations regarding licensing and certification of personnel and vehicles, including insurance coverage and safety inspection. The Contractor shall provide documentation within sixty (60) days of contract award and annually thereafter as requested.
- 2.1.8 The Contractor shall submit a plan which demonstrates the ability to provide transportation to dialysis and chemotherapy patients during any severe weather events (i.e., snow, ice, sleet, freezing rain).
- 2.1.9 The Contractor shall not subcontract any part of this service at any time to another vendor without prior written authorization by the WCHD. Should a subcontractor(s) be authorized, the subcontractor(s) shall comply with all provisions stated in this Request for Proposals and subsequent contract.
- 2.1.10 The Contractor shall not charge any passenger for the services provided under the contract.
- 2.1.11 The Contractor shall not accept gratuities of any kind.
- 2.1.12 The Contractor shall not give preferential treatment to any participant.
- 2.1.13 The Contractor shall not seek payment for expenses incurred for cancelled rides. A cancellation is defined as any cancellation that is received prior to the vehicle arriving at arranged pickup location.
- 2.1.14 The Contractor shall not seek payment for expenses incurred for no-show rides. A no-show is defined as occurring when a participant either is not at the arranged pickup point at the appointed time or refuses the ride at the time and has not cancelled the trip in advance.
- 2.1.15 The Contractor must assure quality of service including, but not limited to:
 - 2.1.15.1 Adequacy of vehicles for passenger safety and comfort, sufficiency of equipment accessibility, and compliance with federal motor vehicle safety standards. At a minimum, the following equipment shall be available at all times, and safety precautions shall be taken as follows:
 - 2.1.15.1.1 Properly functioning seatbelts as required by federal, state, county and city laws and regulations;
 - 2.1.15.1.2 Drivers shall insure passengers in all seats wear seatbelts and that seatbelts are properly secured;

- 2.1.15.1.3 Child safety seats as required by federal, state, county, and city laws and regulations;
- 2.1.15.1.4 Drivers shall ensure that all child safety seats are properly secured;
- 2.1.15.1.5 Wheelchair loading devices and wheelchair securing devices shall be properly installed in accordance with the manufacturer's instructions;
- 2.1.15.1.6 Drivers shall ensure that all wheelchairs are properly secured;
- 2.1.15.1.7 Proper vehicle climate control is maintained through effectively working heating and air conditioning systems.
- 2.1.15.1.8 Restraining devices, padding, and blankets, as needed; and
- 2.1.15.1.9 Two-way radios, or an equivalent suitable form of communication between vehicles and base.
- 2.1.16 The Contractor shall ensure all vehicles and equipment are in proper operating conditions and meets all required standards.
- 2.1.17 The Contractor, or a qualified subcontractor, shall be licensed to provide Commercial Ambulance Service in Maryland in accordance with COMAR 30.09.04.05, and shall comply with all applicable local, state, and federal laws and regulations outlined in COMAR 30.09-Commercial Ambulance Services regulations.
- 2.1.18 The Contractor shall comply with all applicable county, Maryland Department of Health, state, and federal regulations regarding licensing and certification of personnel and vehicles, including insurance coverage and safety inspections.
- 2.1.19 Employees of The Contractor who perform as drivers or crew members while providing services under the contract shall be trained and certified in Red Cross Basic First Aid and Cardiopulmonary Resuscitation (CPR) at a minimum. The Contractor shall provide documentation within sixty (60) days of contract award and annually thereafter as requested.
- 2.1.20 The Contractor shall provide non-emergency ambulatory, wheelchair, and ambulance transportation to eligible Medicaid participants who reside in Washington County to and from medically necessary Medicaid covered services located within Maryland, and when needed outside of Maryland between 5:00 a.m. and 9:00 p.m. Monday through Saturday, and on occasional Sundays and holidays when dialysis centers and other medical facilities are open.
- 2.1.21 The Contractor shall provide non-emergency ambulatory, wheelchair, and ambulance transportation within a reasonable timeframe from the initial call request seven (7) days a week and twenty-four (24) hours a day to eligible Medicaid participants being discharged or transferred from a medical facility located within Washington County.
- 2.1.22 The Contractor shall provide non-emergency ambulatory, wheelchair, and ambulance transportation, when needed, to eligible Medicaid participants who reside in Washington County being discharged from a medical facility located outside of Washington County seven (7) days a week and twenty-four (24) hours a day.

- 2.1.23 The Contractor shall provide on rare occasion non-emergency ambulatory, wheelchair, and ambulance transportation to eligible Medicaid participants who reside in Washington County being discharged from a medical facility located outside of Maryland (license permitting) seven (7) days a week and twenty-four (24) hours a day.
- 2.1.24 The Contractor shall arrive at the participants scheduled pick-up location no more than sixty (60) minutes before the participants scheduled appointment time for transports within Washington County, and no more than ninety (90) minutes before transports outside of Washington County unless travel time to the scheduled appointment exceeds ninety (90) minutes, in which case the arrival should be consistent with the necessary travel time.
- 2.1.25 The Contractor shall pick-up participants for their return trip within sixty (60) minutes of their scheduled pick-up time for transports within Washington County and within ninety (90) minutes of their scheduled pick-up time for transports outside of Washington County.
- 2.1.26 The Contractor shall, at all times, have a fleet that consist of those vehicles necessary for and capable of transporting participant census. The bid shall not place a cap on the number of vehicles used. The Contractor must have the capability to acquire additional vehicles/staffing as needed to accommodate any potential increase in trip volume.
- 2.1.27 The Contractor must have a strong vehicle maintenance and backup system/backup vehicle capacity. Disabled vehicles must be replaced with alternate vehicles.
- 2.1.28 The Contractor shall ensure that all personnel wear company name badges provided by The Contractor. Name badges shall be worn and visible at all times by drivers.
- 2.1.29 The Contractor shall have their company name and vehicle number prominently displayed on the outside of all vehicles.
- 2.1.30 The Contractor shall ensure that participant manifests are securely maintained and not visible to participants.
- 2.1.31 The Contractor shall enforce a no smoking policy. Smoking is prohibited in vehicles at all times. No smoking signs shall be displayed in all vehicles.
- 2.1.32 The Contractor shall maintain the interior and exterior cleanliness of all vehicles at all times.
- 2.1.33 The Contractor shall prohibit abusive, rude, threatening, obscene or vulgar behavior, or any activity on the part of employees or participants, which might be considered injurious to an individual's person or self-respect.
- 2.1.34 The Contractor shall wait at least seven (7) minutes for clients before determining them a no-show and then departing.
- 2.1.35 The Contractor shall be responsible, through continual monitoring and screening, for the recognition of participant medical conditions or circumstances requiring special procedures, handling, or safety considerations. The Contractor shall accommodate, within reason, any special need and provide the appropriate level of service or assistance to ensure the recipient successfully and safely reaches their destinations. This may involve ongoing or temporary situations, input

from providers or WCHD Contract Monitor and definitely clear communication between participants, providers, dispatch and drivers.

- 2.1.36 The Contractor shall submit incident and accident reports within twenty-four (24) hours of the event. The report shall include:
- 2.1.36.1A written account of the incident;
 - 2.1.36.2Police report number;
 - 2.1.36.3Name of all passengers; and
 - 2.1.36.4Name of person(s) requiring medical attention.
- 2.1.37 The Contractor shall ensure a safe and healthy environment requiring drivers to notify dispatch of any incidents that occur. If a situation should arise where a participant poses a threat or danger to themselves or others the driver or other representative of the Contractor shall call 911. The Contractor shall file an incident report within twenty-four (24) hours with WCHD so that additional action may be initiated with a problem rider.
- 2.1.38 The Contractor shall not deny or suspend transportation under any circumstance to eligible and qualified participants.
- 2.1.39 The Contractor and representatives shall treat participants with courtesy and respect.
- 2.1.40 The Contractor shall not abandon a recipient because of additional bags, food or observing the client coming from a location other than the address where they were dropped off. The Contractor shall notify WCHD of any such incident within 24 hours so that it can be properly addressed.
- 2.1.41 The Contractor shall not bring participants into the Contractor's business office. Driver changes are permitted at The Contractor's office as long as:
- 2.1.41.1Participants wait no longer than five (5) minutes;
 - 2.1.41.2Participants do not transfer from vehicles; and
 - 2.1.41.3Business office personnel do not address Participants.
- 2.1.42 The Contractor shall maintain a dispatch office located within the State of Maryland and must allow periodic visits by the WCHD Contract Monitor who may be involved in on-site monitoring of operations and fleet inspections at the Contractor's facility as frequently as needed. The Contractor shall have and provide confirmation of the following:
- 2.1.42.1Current licenses required by federal or state law;
 - 2.1.42.2Adequate insurance;
 - 2.1.42.3 Driver MVA and criminal background checks for all personnel providing participant services with routine rechecks at least annually;

- 2.1.42.4 Current copies of employee substance abuse screening as required by law for all personnel providing participant services;
 - 2.1.42.5 Driver training program that addresses utilization of safety restraints, non-smoking, safe driving, defensive driving and patient assistance;
 - 2.1.42.6 Dispatch training program and written procedures;
 - 2.1.42.7 Verification that the Contractor and all employees providing service under this contract are not on any applicable state or federal debarment list;
 - 2.1.42.8 Vehicle cleaning and preventive maintenance program;
 - 2.1.42.9 Ability to document and maintain forms on all service requests;
 - 2.1.42.10 Ability to track and report on actual response times;
 - 2.1.42.11 Written policies and procedures that describe all aspects of the operations and address all operational requirements by state or federal law;
 - 2.1.42.12 Backup service plans for addressing vehicle malfunctions and communication outages;
 - 2.1.42.13 Contractor's organizational structure;
 - 2.1.42.14 System to track and report complaints to the WCHD Grant Manager; and
 - 2.1.42.15 System to track and report incidents and accidents.
- 2.1.43 The Contractor shall ensure that the WCHD Contract Monitor is provided access to all vehicles. The WCHD Contract Monitor may inspect vehicles as needed and without prior notice for the following:
- 2.1.43.1 Safety seat belts in working order in all rider locations;
 - 2.1.43.2 Operational lifts (wheelchair);
 - 2.1.43.3 Cleanliness;
 - 2.1.43.4 Adequate climate control;
 - 2.1.43.5 Operational two-way radios or cell phones;
 - 2.1.43.6 Prominently displayed signage;
 - 2.1.43.7 Recipient manifests are securely maintained and not visible to recipients; and
 - 2.1.43.8 Company name badges and uniforms worn by drivers and vehicle crew;
- 2.1.44 The Contractor shall provide the following documentation:

- 2.1.44.1 A list of all vehicles to provide transportation service including the year, make, model and tag number of the vehicle and list vehicles as they are rendered out-of-service, added to, or dropped from the fleet;
- 2.1.44.2 Drivers' license for all transport drivers; and
- 2.1.44.3 Copies of current certification for BLS, ALS, Critical Care, and Bariatric commercial ambulance vehicles.
- 2.1.45 The Contractor shall agree to attend meetings with WCHD to discuss the contract and/or delivery of contracted services, as necessary.
- 2.1.46 The Contractor shall respond to concerns or complaints within 48 hours with the purpose of making a determination for a solution.
- 2.1.47 The Contractor shall agree to comply with all provisions of the Maryland Department of Health's Maryland Medical Assistance Guide to the Administration of the Transportation Grant Programs (Attachment P)
- 2.1.49 The Contractor shall abide by any other requirements and/or conditions that may be imposed by the Maryland Department of Health or WCHD during the contract period.

3.0 SCREENING AND SCHEDULING REQUIREMENTS

- 3.1 The Washington County Medical Assistance Transportation Program will be responsible for screening requests for transportation and scheduling pickup times for non-emergency ambulatory, wheelchair, and ambulance transportation between 8:00 a.m. and 4:30 p.m. This screening process will include:
 - 3.1.1 Determine eligibility as required by COMAR 10.09.19;
 - 3.1.2 Verify active MA status through the Eligibility Verification System (EVS);
 - 3.1.3 Determine and document mode of transportation;
 - 3.1.4 Document pick-up and drop-off locations and times; and
 - 3.1.5 Provide participant or hospital with estimated time of transportation arrival.
- 3.2 The Contractor shall have the means to accept transportation requests from WCHD by phone, fax and/or secure email. WCHD will send a trip manifest via fax or email to the Contractor by 1:00 p.m. the day prior.
- 3.3 The Contractor shall reasonably accommodate same day transportation request for medical appointments, particularly in urgent non-emergency cases.
- 3.4 After 4:30 p.m., or when the WCHD office is closed, hospitals will contact the Contractor directly to schedule transportation for eligible Medicaid participants being discharged or transferred to another facility. The Contractor shall:

- 3.4.1 Have a screening mechanism and dispatch available seven (7) days a week and twenty-four (24) hours a day in accordance with the regulations as set forth in COMAR 10.09.13 and/or COMAR 10.09.19 as appropriate.
- 3.4.2 Screen for and provide non-emergency, ambulance and wheelchair transportation within 2 hours of the initial call request to eligible participants.
- 3.4.3 Notify WCHD of the after-hour transport within 24 hours of the rendered service and provide required documentation.
- 3.5 WCHD shall rescreen all after-hour transportation requests to determine eligibility and approve/deny payment.

4.0 REPORTING REQUIREMENTS

- 4.1 The Contractor shall submit the complete invoice, as well as the following reports and documentation by the 15th of each month for services authorized and rendered the previous month:
 - 4.1.1 Monthly service invoice with associated trip manifests to include:
 - 4.1.1.1 Participant name;
 - 4.1.1.2 Date of service;
 - 4.1.1.3 Pick-up address;
 - 4.1.1.4 Drop-off address;
 - 4.1.1.5 Mode of transport;
 - 4.1.1.6 Arrival time of each trip;
 - 4.1.1.7 Departure time of each trip;
 - 4.1.1.8 Destination arrival time of each trip;
 - 4.1.1.9 Time the call was received for return trip;
 - 4.1.1.10 The vehicle starting mileage, ending mileage and total mileage for the trip.
 - 4.1.1.11 Time of initial request for hospital discharge or transfer;
 - 4.1.1.12 Numbers of completed transports by mode;
 - 4.1.1.13 Mileage; and
 - 4.1.1.14 Unduplicated rider count.

- 4.1.2 Attachment Q – OIG Excluded Parties Verification Attestation Form

4.1.3 Attachment R – Provider Ownership and Disclosure Form

4.2 The Contractor shall provide the following reports and/or documentation weekly:

4.2.1 Manifest confirming all completed transports;

4.2.1 Report confirming all no-shows; and

4.2.2 Report confirming all cancelations.

5.0 COVID-19 (Or Other Pandemic Response) Requirements

During declared States of Emergency or during any other time that local laws, executive orders or health orders necessitate special considerations regarding pandemic illness in the community:

5.1 The Contractor shall require participants to wear a face mask or cloth face covering if mandated by State or local law, executive order or health order.

5.1 The Contractor shall follow the Centers for Disease Control and Prevention’s recommended guidance to protect their health and safety.

5.2 The Contractor shall screen its drivers and staff for symptoms per CDC guidance daily prior to providing transport.

5.3 Whenever masking or social distancing is required by law, executive order or health order, the Contractor shall schedule all transports as single ride trips, with the following exceptions:

5.3.1 Medically necessary attendants or a parent/guardian accompanying a minor.

5.3.2 Participants living in the same household or facility.

5.3.2 Multi-row vans may allow one participant per row.

5.3.3 Wheelchair vans that transport multiple wheelchairs may allow more than one wheelchair exercising appropriate social distancing.

5.4 The Contractor shall take the following precautions when transporting a participant confirmed to have COVID-19 or a Person Under Investigation (PUI) for COVID-19 as follows, pursuant to CDC guidance:

5.4.1 If a transport must be made to sustain the life of a participant confirmed to have COVID-19 or Person Under Investigation (PUI) for COVID-19, the participant should wear at a minimum a cloth face covering, and the driver must wear a disposable facemask and gloves;

5.4.2 Driver gloves and facemasks should be discarded immediately after use with a participant who is confirmed or suspected to have COVID-19;

- 5.4.3 Drivers hands shall be washed with soap and water after removal of gloves and facemask. If soap and water are not readily available, an alcohol-based hand sanitizer (at least 60% alcohol) should be used until hands can be washed;
- 5.4.4 Drivers shall practice proper hand hygiene per CDC guidance;
- 5.4.5 Windows shall be kept open when possible;
- 5.4.6 Ventilation shall be increased; and
- 5.4.7 All high touch areas of the vehicle shall be wiped after transporting a PUI or with known COVID-19 diagnosis.
- 5.5 The Contractor shall routinely disinfect all frequently touched surfaces in passenger compartments, including but not limited to equipment control panels, adjacent flooring, walls and ceilings, door handles, seats and driver cell phones.

6.0 PERFORMANCE REQUIREMENTS AND PENALTIES FOR NON-PERFORMANCE

6.1 Service Quality Requirements

- 6.1.1 Complaints regarding non-compliance of any requirements set forth in this RFP will be investigated by the Washington County Health Department.
- 6.1.2 The Contractor agrees to work in good faith with the WCHD to resolve issues.
- 6.1.3 Repeated non-compliance and/or an unwillingness to work with the WCHD to resolve issues will be grounds for termination of the contract.
- 6.1.4 Upon termination for cause, the Contractor will be compensated for all valid transports that were provided up until the time of termination.

7.1 Billing

- 7.1.1 All invoices for payment should be sent via e-mail to wchd.invoice@maryland.gov.
- 7.1.2 Documentation must be sent to support all invoices. Documentation provided must detail each trip, the individual being transported, the starting and destination address, the total mileage for the trip and the charge for this trip.
- 7.1.3 All documentation that cannot be sent via e-mail or otherwise made available in electronic format should be sent to:

Washington County Health Department
Medical Assistance Transportation Program
1302 Pennsylvania Avenue
Hagerstown, MD 21472

8.1 References

The Contractor must provide a minimum of three (3) letters of reference to support this Proposal. The references must be current and address this RFP. A current contact name and phone number must be provided. References must be enclosed with the technical proposal.

9.1 Award

9.1.1 Upon award, the Contractor agrees to sign a contract with the WCHD stipulating all the points outlined in this RFP.

9.1.2 Upon award, the Contractor agrees to sign a HIPAA Business Associate Agreement (Attachment S) with the WCHD.

2.4 Service Level Agreement (SLA)

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- A. Contractor shall enter into a contract with the WCHD following award of this RFP. Conditions for the contract will be identical to those outlined in this RFP.

3.2 End of Contract Transition

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
 - A. Provide additional services and support as requested to successfully complete the transition;
 - B. Maintain the services called for by the Contract at the required level of proficiency;
 - C. Provide updated System Documentation (see Appendix 1), as appropriate; and
 - D. Provide current operating procedures (as appropriate).
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
- 3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
 - A. The Contractor shall provide a draft Transition-Out Plan <<120 Business Days>> in advance of Contract end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Contract;
 - 2) Communications and reporting process between the Contractor, the Department and the Contract Monitor;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
 - 5) Any final training/orientation of Department staff;
 - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 7) Knowledge transfer, to include:

- a) A working knowledge of the current system environments as well as the general business practices of the Department;
 - b) Review with the Department the procedures and practices that support the business process and current system environments;
 - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
 - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
- 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- C. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
 - D. The Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
 - E. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in **Section 3.2.5**.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the Contract Term, the Contractor shall: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.

- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the WCHD at e-mail address: wchd.invoice@maryland.gov.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned Contract number;
 - 8) Goods or services provided;
 - 9) Amount due; and
 - 10) Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be

incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B – Financial Proposal Form**) those items shall be billed in the month following the acceptance of the work by the Department.
- B. For items of work for which there is annual pricing, see **Attachment B– Financial Proposal Form**, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

C.

3.3.3 For the purposes of the Contract an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

Inapplicable because there is no MBE goal for this RFP.

3.4.2 Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
 - 1) The Contractor shall furnish a DR site.
 - 2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1) perform a full or partial import/export of State data within 24 hours of a request; or
 - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.6.1** The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
 - C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Department should be added as a "loss payee."
 - D. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants or employers is processed or stored.
 - E. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's

law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

- F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.6.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

3.6.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

3.6.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.6.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.6.6 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.

- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 Security Clearance / Criminal Background Check

- A. A criminal background check for any Contractor Personnel providing transportation services shall be completed prior to each Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- D. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- E. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- F. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3 On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.7.4 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

The Contractor shall:

- 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- 2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- 3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7.5 Data Protection and Controls

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
 - 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.

- 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <https://public.cyber.mil/stigs/>, or similar industry best practices to reduce the systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor's system configuration files.
- 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
- 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
- 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
- 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
- 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default "deny all" and only allow access by exception.
- 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing

software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.
- 16) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

3.7.6 Security Logs and Reports Access [[Review for applicability.]]

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.

- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

3.7.7 Security Plan

- A. The Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.

3.7.8 Security Incident Response

- A. The Contractor shall notify the Department in accordance with **Section 3.7.9A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Department chief information officer and Department chief information security officer;
 - 2) notify the Department within two (2) hours if there is a threat to Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
 - 3) provide written notice to the Department within one (1) Business Day after Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. Contractor’s notice shall identify:
 - 1) the nature of the unauthorized use or disclosure;
 - 2) the State data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such

individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.9 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

3.7.10 Additional security requirements may be established in a Task Order and/or a Work Order. The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

3.7.11 Provisions in **Sections <<3.7.1 – 3.7.10>>** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections <<3.7.4-3.7.10>>** (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure

3.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

3.8.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

3.8.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which

changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- A. The process for establishing the existence of a problem;
- B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- D. Expedited escalation procedures and any circumstances that would trigger expediting them;
- E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- G. A process for updating and notifying the Contract Monitor of any changes to the PEP.

- 3.8.4** Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.9 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.10 Experience and Personnel

3.10.1 Preferred Offeror Experience

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.10.2 Personnel Experience

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.11 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

- 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

3.12 Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor shall:

- A. Submit the following reports by the 10th of the month following the reporting period to the Contract Monitor and the Department VSBE representative:
 - 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (Attachment E-3) listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Monitor and Department VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract

agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. At the option of the Department, upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

3.13 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

3.14 Additional Clauses

THIS SECTION IS INAPPLICABLE TO THIS RFP.

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4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMMA**).
- 4.1.6 Those wishing to attend the web conference may request a meeting invitation by emailing Michelle Hutchinson at Michelle.Hutchinson@Maryland.gov no later than 2:00 PM on May 6, 2022. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 PM May 6, 2022.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (WCHD-2022-01 - Medical Assistance Non-Emergency Transportation Program), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

- 4.3.2** Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA.
- 4.3.3** The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1** Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2** Requests for extension of this date or time shall not be granted.
- 4.5.3** Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4** The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5** Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6** Proposals will not be opened publicly.
- 4.5.7** Potential Offerors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

4.8 Public Information Act Notice

- 4.8.1** The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public

Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2.B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

- 4.8.2** Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP **Section 6** for further award information.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

4.12 Revisions to the RFP

- 4.12.1** If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2** Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror’s Technical Proposal.
- 4.12.3** Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4** Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5** Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in

the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1** The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2** The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3** In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.4** If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.16 Offeror Responsibilities

- 4.16.1** Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2** All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** "Minority Participation Goal" and **Section 4.27** "VSBE Goal").
- 4.16.3** If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the

subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

- 4.16.4** A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device.
- B. Make a false or fraudulent statement or representation of a material fact.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

4.22.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.23 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:

<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.24 Electronic Procurements Authorized

4.24.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

4.24.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

4.24.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail,

internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.24.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

- A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
 - 1) The RFP;
 - 2) Any amendments and requests for best and final offers;
 - 3) Pre-Proposal conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer's decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use eMMA or e-mail to:
 - 1) Ask questions regarding the solicitation;
 - 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 3) Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

4.24.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Filing of protests;
- B. Filing of Contract claims;
- C. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

- 4.24.6** Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.25 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.26 VSBE Goal

There is no VSBE participation goal for this procurement.

4.27 Living Wage Requirements

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Maryland Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
 - 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the

- majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter “1” or “2,” depending on where the majority of the service recipients are located) Contract.
- 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
 - 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

4.28 Federal Funding Acknowledgement

- 4.28.1** There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment G**).
- 4.28.2** The Contract contains federal funds. The source of these federal funds is: the Maryland Medicaid Program. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of the Contract.

4.29 Conflict of Interest Affidavit and Disclosure

- 4.29.1** The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.29.2** By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.29.3** Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services << under OR individual Task Orders issued under >> the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

- 4.29.4** Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.30 Non-Disclosure Agreement

4.30.1 Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

4.30.2 Non-Disclosure Agreement (Contractor)

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

4.31 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked Proposal.

4.32 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.33 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.34 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

4.35 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.36 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.37 Bonds

4.37.1 Proposal Bond

Each Offeror must submit with its Proposal a Proposal Bond or other suitable security, as summarized in <<4.38.4>>, in the amount of five percent (5%) of the Total Evaluated Price, guaranteeing the availability of the goods and services at the offered price for 180 days after the due date for receipt of Proposals.

The bond shall be in the form provided in **Appendix <<proposalBidBondAppendixNumber>>**.

The Offeror may request a release of the bond after the date of the award in return for a release signed by the Contractor and accepted by the Department.

The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

4.37.2 Performance Bond

- A. The successful Offeror shall deliver a Performance Bond, or other suitable security, to the State after notification of recommended award.
- B. The successful Offeror must submit a Performance Bond, or other suitable security in the amount of \$1,000,000.00, guaranteeing that the Contractor shall well and truly perform the Contract.
- C. The Performance Bond shall be in the form provided in **Appendix <<performanceBondAppendixNumber>>** and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in **4.37.4**.
- D. The Performance Bond shall be maintained throughout the term of the Contract, and renewal option period(s), if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State.
- E. The Performance Bond may be renewable annually. The Contractor shall provide to the State, 30 days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year. Failure to timely provide this notice shall constitute an event of default under the Contract. Such a default may be remedied if the Contractor obtains a replacement bond that conforms to the requirements of the Contract and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.
- F. The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.
- G. After the first year of the Contract, the Contractor may request a reduction in the amount of the Performance Bond. The amount and the duration of the reduction, if any, will be at the Department's sole discretion. If any reduction is granted, the Department's shall have the right to increase the amount of the Performance Bond

to any amount, up to the original amount, at any time and at the Department's sole discretion.

4.37.3 Acceptable security

Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

- A. Acceptable security for Proposal, performance, and payment bonds is limited to:
- 1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
 - 2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
 - 3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;
 - 4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

4.37.4 Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Commerce
Maryland Small Business Development Financing Authority
MMG Ventures
826 E. Baltimore Street
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-2552

4.38 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

- Volume I – Technical Proposal
- Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile shall not be considered.

5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.2.3 Offerors may submit Proposals by electronic means as described.

- A. Electronic means includes e-mail to the Procurement Officer address listed on the Key Information Summary Sheet.
- B. Any Offeror wishing to deliver a hard copy (paper) Proposal shall contact the Procurement Officer for instructions.

5.2.4 E-mail submissions

- A. All Proposal e-mails shall be sent with password protection.
- B. The Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the Procurement Officer's e-mail box. Time stamps on outgoing email from Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to Proposals received electronically: all Proposal documents must be password protected, and the password for the Technical Proposal must be different from the password for the Financial Proposal. Offerors will provide these two passwords to WCHD upon request or their Proposal will be deemed not susceptible for award. Subsequent submissions of Proposal content will not be allowed.
- D. The Procurement Officer will only contact those Offerors with Proposals that are reasonably susceptible for award.
- E. Proposals submitted via e-mail must not exceed 25 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the RFP WCHD-2022-01 and either "Technical" or "Financial."

5.2.5 Two Part Submission:

- A. Technical Proposal consisting of:

- 1) Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and
- B. Financial Proposal consisting of:
- 1) Financial Proposal and all supporting material in Word or PDF format,
 - 2) Financial Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- 5.3.1** In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . ."; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.3.2** The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

A. Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 "Public Information Act Notice"**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary."

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP **Section 1**. If references are required in **RFP Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

F. Offeror Technical Response to RFP Requirements and Proposed Work Plan
(Submit under TAB E)

- 1) The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.
- 2) Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- 3) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFP. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.
- 4) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror’s employees and agents filling the positions set forth in the staffing requirements of Section <<enter applicable subsection number(s)>> working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject.

The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

G. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- 1) The number of years the Offeror has provided the similar goods and services;
- 2) The number of clients/customers and geographic locations that the Offeror currently serves;
- 3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
- 4) The Offeror's process for resolving billing errors; and
- 5) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

H. References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

I. List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;

- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

J. Financial Capability (Submit under TAB J)

The Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

K. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

L. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

M. Legal Action Summary (Submit under TAB M)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and

- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

N. Economic Benefit Factors (Submit under TAB N)
- 1) Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- 2) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- 3) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - a) generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 - b) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 4) Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
- 5) Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
 - a) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
 - b) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
 - c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
 - d) Subcontract dollars committed to Maryland small businesses and MBEs; and

- e) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.
- O. Technical Proposal - Required Forms and Certifications (Submit under TAB O)
 - 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
 - 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
 - 3) For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
 - 4) A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - i) Third-party POC name and alternate for verification
 - ii) Third-party POC mailing address
 - iii) Third-party POC telephone number
 - iv) Third-party POC email address
 - v) If available, a Re-Seller Identifier

5.4 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to Requirements and Work Plan (See RFP § 5.3.2.F)

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B** - Financial Proposal Form.

The spreadsheet included as <<attachment ?>> will be used for the purposes of this RFP to determine the estimated overall cost of the contracts for the purpose of ranking qualified Offerors.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

- 6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the

State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

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7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Proposal:

1. For e-mail submissions, submit one (1) copy of each with signatures.
2. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
N	With Proposal	D	MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
N	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)

Applies?	When to Submit	Label	Attachment Name
			Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
N	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
N	With Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
N	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
Y	With Proposal	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)

N	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
Y	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
N	With Proposal	K	Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf)
N	With Proposal	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
N	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)
N		P	Fiscal Year 2020 Complete Guide - Maryland Medical Assistance Guide to Administration of the Transportation Grant Program
Y	5 Days after recommended award, monthly thereafter for the term of the contract.	Q	Excluded Parties Verification Attestation
Y	5 Days after recommended award, monthly thereafter for the term of the contract	R	Provider Ownership and Disclosure Form
Y	5 Business Days after recommended award	S	HIPAA Business Associate Agreement
Y	With Financial Bid Submission	T	Bid Proposal Affidavit
Y	With Financial Bid Submission	U	NEMT Bid Sheet for Financial Proposal

Y	With Financial Bid Submission	V	NEMT Estimated Cost of Contract Worksheet (Will be used to estimate total cost of bid).
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
N	Before Proposal, as directed in the RFP.	3	Non-Disclosure Agreement (Offeror) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx)

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number WCHD-2022-01

Medical Assistance Non-Emergency Transportation Program

A Pre-Proposal conference will be held on May 9, 2022 at 10:00 am, online via Google Meet.

Please return this form by May 6, 2022, advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Michelle Hutchinson
WCHD
E-mail: Michelle.Hutchinson@Maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance.
Attendees (Check the RFP for limits to the number of attendees allowed):
1.
2.
3.
_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 “Pre-Proposal conference”):

Offeror:

Offeror Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Date

Directions to the Pre-Proposal Conference

Directions in regards to joining the Google Meet will be sent via e-mail. Please include email addresses for any representatives that wish to attend the virtual conference.

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Word Financial Proposal Form labeled “NEMT Bid Sheets.docx”, and Excel spreadsheet “NEMT Bid Sheet.xlsx”.

[[Include the signature block below in your Financial Proposal Form.]]

Submitted by:

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Attachment C. Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment F. Maryland Living Wage Affidavit of Agreement for
Service Contracts**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>

Attachment I. Non-Disclosure Agreement (Contractor)

This solicitation does not require a Non-Disclosure Agreement.

Attachment J. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure
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This solicitation does not require a Location of the Performance of Services Disclosure.

Attachment M. Contract

WASHINGTON COUNTY HEALTH DEPARTMENT (WCHD)

“Medical Assistance Non-Emergency Transportation Program”

WCHD-2022-01

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND Washington County Health Department (“WCHD” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Medical Assistance Non-Emergency Transportation Program, Solicitation # WCHD-2022-01, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Washington County Board of County Commissioners, if such approval is required (the "Effective Date") and shall continue until June 30, 2024 ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for two (2), successive one year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.
- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities,

judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor

Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.7**.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by

the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure

the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State 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 nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 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 work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or

suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits,

and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that

were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;

- ii. Inspecting the jobsite; and
- iii. Interviewing subcontractors and workers.

Verification shall include a review of:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
- i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Transportation Program Administrator

<<contractManagerAddress>>

Phone Number: <<contractManagerPhoneNumber>>

E-Mail: <<contractManagere-mail>>

With a copy to:

Michelle Hutchinson

Washington County Health Department (WCHD)

<<procurementOfficerAddress>>

Phone Number: <<procurementOfficerPhoneNumber>>

E-Mail: <<procurementOfficerE-mail>>

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

<<40.>> Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

41. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this Contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this Contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

42. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with _____. The

Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

44. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor

State of Maryland

Washington County Health Department
(WCHD)

By:

By: Earl Stoner, Health Officer

Date

PARENT COMPANY (GUARANTOR) (if
applicable)

By:

By:

Date

Date

APPROVED BY Board of County Commissioners: _____

(Date)

Attachment N. Contract Affidavit
--

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

Attachment O. DHS Hiring Agreement
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This solicitation does not require a DHS Hiring Agreement.

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>.

Appendix 1. – Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
- B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- G. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- H. Contractor – The selected Offeror that is awarded a Contract by the State.
- I. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- J. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- K. Washington County Health Department or (WCHD or the “Department”).
- L. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- M. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- N. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- O. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- P. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.

- Q. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- R. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- S. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- T. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- U. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- V. Offeror – An entity that submits a Proposal in response to this RFP.
- W. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- X. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- Y. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- Z. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- AA. Request for Proposals (RFP) – This Request for Proposals issued by the Washington County Health Department (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- BB. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- CC. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- DD. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law §

14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- EE. Service Level Agreement (SLA) - Commitment by the Contractor to the <<typeOfAgency>> that defines the performance standards the Contractor is obligated to meet.
- FF. Software - The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- GG. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.
- HH. State – The State of Maryland.
- II. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
- JJ. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- KK. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
 - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation;
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and

- 7) Operating procedures.
- LL. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- MM. Third Party Software – Software and supporting documentation that:
 - 1) are owned by a third party, not by the State, the Contractor, or a subcontractor;
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) are specifically identified and listed as Third Party Software in the Proposal.
- NN. Total Proposal Price - The Offeror's total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.
- OO. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- PP. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. – Additional Attachments

Attachment P – Fiscal Year 2020 Complete Guide – Maryland Medical Assistance Guide to Administration of the Transportation Grant Program

Attachment Q – Excluded Parties Verification Attestation

Attachment R – Provider Ownership and Disclosure Form

Attachment S – HIPAA Business Associate Agreement

Attachment T – Bud Proposal Affidavit

Attachment U – NEMT Bid Sheet for Financial Proposal

Attachment V – NEMT Estimated Cost of Contract Worksheet

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Word Financial Proposal Form labeled "NEMT Bid Sheets.docx", and Excel spreadsheet "NEMT Bid Sheet.xlsx".

[[Include the signature block below in your Financial Proposal Form.]]

Submitted by:

Offeror:

Am-Van Inc.

Offeror Name (please print or type)

By:

[Signature]
Signature of Authorized Representative

Printed Name:

James L. Pixton Jr.

Printed Name

Title:

General Manager

Title

Date:

5-23-2022

Date

Address:

1315 Marlboro Rd. Lothian, Md. 20711

Company Address

Washington County Health Department
Non-Emergency Medicaid Transportation - Bid Scoring Sheet



This sheet will be used to score the cost of bids for the NEMT Contract.

An average number of trips and mileage based on the table included in the RFP will be used to create the score.

The estimated contract total which is calculated below will be used to score the contract for the purpose of establishing the lowest bidder.

PRIMARY CONTRACT PERIOD - JULY 1, 2022 through JUNE 30, 2024

Transport Type	Estimated Trip Count	BID - Cost per Trip	Estimated Mileage	BID - Cost per Mile	Subtotal
Ambulatory	13,525	\$ 42.00	137,272.2	\$ 2.50	\$ 911,230.50
Wheelchair Van	3,732	\$ 65.00	33,063.0	\$ 2.50	\$ 325,237.50
Ambulance BLS	1,247	\$ 250.00	56,695.8	\$ 7.00	\$ 708,620.60
Ambulance ALS	155	\$ 385.00	31,608.8	\$ 8.00	\$ 312,545.40
TOTALS FOR PRIMARY CONTRACT PERIOD					\$ 4,515,268.00
<i>(Will be 2x the Sum of the Yearly Costs)</i>					

OPTION PERIOD 1 - JULY 1, 2024 through JUNE 30, 2025

Transport Type	Estimated Trip Count	BID - Cost per Trip	Estimated Mileage	BID - Cost per Mile	Subtotal
Ambulatory	13,525	\$ 42.50	137,272.2	\$ 2.75	\$ 952,311.05
Wheelchair Van	3,732	\$ 68.00	33,063.0	\$ 2.75	\$ 344,699.25
Ambulance BLS	1,247	\$ 260.00	56,695.8	\$ 7.50	\$ 749,438.50
Ambulance ALS	155	\$ 395.00	31,608.8	\$ 8.50	\$ 329,899.80
TOTALS FOR PRIMARY OPTION PERIOD 1					\$ 2,376,348.60

OPTION PERIOD 2 - JULY 1, 2025 through JUNE 30, 2026

Transport Type	Estimated Trip Count	BID - Cost per Trip	Estimated Mileage	BID - Cost per Mile	Subtotal
Ambulatory	13,525	\$ 42.50	137,272.2	\$ 2.75	\$ 952,311.05
Wheelchair Van	3,732	\$ 68.00	33,063.0	\$ 2.75	\$ 344,699.25
Ambulance BLS	1,247	\$ 260.00	56,695.8	\$ 7.50	\$ 749,438.50
Ambulance ALS	155	\$ 395.00	31,608.8	\$ 8.50	\$ 329,899.80
TOTALS FOR PRIMARY OPTION PERIOD 2					\$ 2,376,348.60

Estimated Contract Total (Primary and 2 Option Years):

\$ 9,267,965.20

**** NOTE:** The estimated contract total is not the total amount to be paid out on this contract. The actual contract payments will be made based on actual number of trips and mileage.

BID PAGE FORMS
Standard Bid Acceptance Form – AMBULATORY SERVICES

Medical Assistance Non-Emergency Transportation Services
(WCHD-2022-01)

Original Contract Term – July 1, 2022– June 30, 2024

Ambulatory Transport Services; \$42.00_____ fixed rate per trip,
and \$2.50_____ fixed rate per mile.

Option Year 1 (July 1, 2024 – June 30, 2025)

Ambulatory Transport Services; \$42.50_____ fixed rate per trip,
and \$2.75_____ fixed rate per mile.

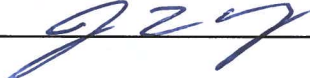
Option Year 2 (July 1, 2025 – June 30, 2026)

Ambulatory Transport Services; \$42.50_____ fixed rate per trip,
and \$2.75_____ fixed rate per mile.

Note: Mileage must not be billed for more than one NEMT Program participant in a vehicle at the same time. For this program, duplicate mileage for additional occupants in a vehicle is considered inappropriate billing practice.

Note: The historical statistics under Section C., pages 19 and 20 are provided for the sole purpose of assisting vendors in preparing their bids. The TCHD NEMT Program does not guarantee a maximum or minimum number of trips or miles.

Note: It is the intent of TCHD to award a contract, or multiple contracts, to the lowest qualified responsive and responsible bidders.

Bid Price Attested to by  Date 5-23-22
(Signature)

Important: Do not alter this page. Failure to fill out this bid page completely or altering the bid page in any way may render your bid non-responsive. Should you have any questions regarding this bid page, contact the Procurement Officer identified in Section A. 1.

Standard Bid Acceptance Form – WHEELCHAIR SERVICES

Medical Assistance Non-Emergency Transportation Services
(WCHD-2022-01)

Original Contract Term – July 1, 2022– June 30, 2024

Wheelchair Transport Services; \$65.00_____ fixed rate per trip,
and \$2.50_____ fixed rate per mile.

Option Year 1 (July 1, 2024 – June 30, 2025)

Wheelchair Transport Services; \$68.00_____ fixed rate per trip,
and \$2.75_____ fixed rate per mile.

Option Year 2 (July 1, 2025 – June 30, 2026)

Wheelchair Transport Services; \$68.00_____ fixed rate per trip,
and \$2.75_____ fixed rate per mile.

Note: Mileage must not be billed for more than one NEMT Program participant in a vehicle at the same time. For this program, duplicate mileage for additional occupants in a vehicle is considered inappropriate billing practice.

Note: The historical statistics under Section C., pages 19 and 20 are provided for the sole purpose of assisting vendors in preparing their bids. The TCHD NEMT Program does not guarantee a maximum or minimum number of trips or miles.

Note: It is the intent of TCHD to award a contract, or multiple contracts, to the lowest qualified responsive and responsible bidders.

Bid Price Attested to by  Date 5-23-22

(Signature)

Important: Do not alter this page. Failure to fill out this bid page completely or altering the bid page in any way may render your bid non-responsive. Should you have any questions regarding this bid page, contact the Procurement Officer identified in Section A. 1.

Standard Bid Acceptance Form – AMBULANCE SERVICES

Medical Assistance Non-Emergency Transportation Services
(WCHD-2022-01)

Original Contract Term – July 1, 2022– June 30, 2024

- a. Basic Life Support (BLS) Transport Services; \$250.00_____ fixed rate per trip,
and \$7.00_____ fixed rate per mile.
- b. Advanced Life Support (ALS) Transport Services; \$385.00_____ fixed rate per
trip,
and \$8.00_____ fixed rate per mile.
- c. Specialty Care Transport (SCT) Services; \$750.00_____ fixed rate per trip,
and \$8.00_____ fixed rate per mile.
- d. Critical Care Transport (CCT) Services; \$950.00_____ fixed rate per trip,
and \$8.00_____ fixed rate per mile.
- e. Bariatric Care Transport (BCT) Services; \$385.00_____ fixed rate per trip,
and \$12.00_____ fixed rate per mile.

Option Year 1 (July 1, 2024 – June 30, 2025)

- a. Basic Life Support (BLS) Transport Services; \$260.00_____ fixed rate per trip,
and \$7.50_____ fixed rate per mile.
- b. Advanced Life Support (ALS) Transport Services; \$395.00_____ fixed rate per
trip,
and \$8.50_____ fixed rate per mile.
- c. Specialty Care Transport (SCT) Services; \$770.00_____ fixed rate per trip,
and \$8.50_____ fixed rate per mile.
- d. Critical Care Transport (CCT) Services; \$970.00_____ fixed rate per trip,
and \$8.50_____ fixed rate per mile.
- e. Bariatric Care Transport (BCT) Services; \$395.00_____ fixed rate per trip,
and \$13.00_____ fixed rate per mile.

Option Year 2 (July 1, 2025 – June 30, 2026)

- a. Basic Life Support (BLS) Transport Services; \$260.00_____ fixed rate per trip,
and \$7.50_____ fixed rate per mile.

- b. Advanced Life Support (ALS) Transport Services; \$395.00_____ fixed rate per trip,
and \$8.50_____ fixed rate per mile.
- c. Specialty Care Transport (SCT) Services; \$770.00_____ fixed rate per trip,
and \$8.50_____ fixed rate per mile.
- d. Critical Care Transport (CCT) Services; \$970.00_____ fixed rate per trip,
and \$8.50_____ fixed rate per mile.
- e. Bariatric Care Transport (BCT) Services; \$395.00_____ fixed rate per trip,
and \$13.00_____ fixed rate per mile.

Note: The historical statistics under Section C., pages 19 and 20 are provided for the sole purpose of assisting vendors in preparing their bids. The NEMT Program does not guarantee a maximum or minimum number of trips or miles.

Note: It is the intent of TCHD to award a contract, or multiple contracts, to the lowest qualified responsive and responsible bidders.

Bid Price Attested to by _____ Date 5-23-22
(Signature)

Important: Do not alter this page. Failure to fill out this bid page completely or altering the bid page in any way may render your bid non-responsive. Should you have any questions regarding this bid page, contact the Procurement Officer identified in Section A. 1.



Agenda Report Form

Open Session Item

SUBJECT: Contract Bid Award (PUR-1551) Hauling/Recycling of Scrap Tires from the Forty West Landfill.

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department and David Mason, P.E. Deputy Director, Department of Solid Waste

RECOMMENDED MOTION: Move to award the contract for Hauling of Scrap Tires for Recycling to the responsible, responsive bidder, Emanuel Tire LLC, of Baltimore, Maryland, based on estimated annual quantities at unit costs for the sum total cost of \$21,750.

REPORT-IN-BRIEF: The contract is for one (1) year, with an option by the County to renew for up to three (3) additional consecutive one (1) year periods. The contract tentatively commencing July 1, 2022. The bid was advertised on the State of Maryland's "eMaryland Marketplace Advantage" website and on the County's web-site, and in the local newspaper. Thirteen (13) registrants/vendors accessed the County's website and we received one (1) bid on May 25, 2022 as stated on the bid tab matrix.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the Department of Solid Waste's budget 212000-21-588030 for these services.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

**Hauling of Scrap Tires
PUR-1551**

		Emanuel Tire, LLC Baltimore, MD	
Tire Type	Est. Tons	Cost per Ton	Total Cost
Part I: Mixed Auto & Truck </= 24" Rim - Removal/Recycling/Disposal	65 Tons	\$250.00	\$16,250.00
Part II: Agriculture/ Equipment > 24" Rim - Removal/Recycling/Disposal	22 Tons	\$250.00	\$5,500.00
Sum Total Cost Mixed and Equipment		\$21,750.00	

(1) Tire estimates are based on scale records from July 2016 - June 2022

Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1546) Grinder Pumps for Department of Water Quality (DWQ)

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing and Mark Bradshaw, P.E., Division Director, Environmental Management

RECOMMENDED MOTION: Move to award the procurement of thirteen (13) Liberty, EPS61537 grinder pumps units at \$4020.00 each to BT Plumbing Supply, Inc of Finksburg, MD for a total cost of \$52,260.

REPORT-IN-BRIEF: The Invitation to Bid (ITB) was advertised on the State of Maryland's "*eMaryland Marketplace Advantage*" website and on the County's website; and in the local newspaper. Seven companies were represented at the pre-bid/teleconference. Three hundred eighty-nine (389) persons/companies registered/downloaded the bid document on-line.

The Purchasing Department received a request from DWQ regarding the procurement of grinder pumps. This procurement is to replenish the inventory on these pumps to satisfy contractors requests for installation. Previously the County installed E-One grinder pumps to serve the resident of Washington County. E-One no longer offers rebuild kits for our model of pump, thus requiring us to replace the aging E-One pumps. Liberty manufactures a retro-fit system that can be installed into the existing E-One tank without any modification. Whether it is a residential, commercial or industrial application, Liberty provides a wide applicability of retrofit pump packages.

FISCAL IMPACT: Funds are budgeted in account 32-42010 EQP055 for the costs of the procurement.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

**BID NO. PUR-1546
INVITATION TO BID
ISSUED ON BEHALF OF
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
BY**

**THE WASHINGTON COUNTY PURCHASING DEPARTMENT
100 WEST WASHINGTON STREET, SUITE 3200
HAGERSTOWN, MD 21740
PHONE: 240-313-2330
FAX: 240-313-2331**

DATE ISSUED: April 6, 2022

GRINDER PUMPS

PRE-BID CONFERENCE/TELECONFERENCE

DATE/TIME AND LOCATION: Thursday, April 14, 2022 at 10:00 A.M., (EDT/EST)
Washington County Administration Complex
Conference Room 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

**DEADLINE FOR QUESTIONS /
SUBSTITUTIONS:**

No later than 4:00 P.M., (EDT/EST) Thursday, April 21, 2022

SUBMIT BIDS TO:

Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street
Third Floor, Suite 3200
Hagerstown, MD 21740

**BID SUBMISSION DEADLINE
& BID TELECONFERENCE
OPENING TIME:**

No later than 2:00 P.M., (EDT/EST) Wednesday, May 4, 2022

BID OPENING LOCATION:

Washington County Administration Complex
Conference Room 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

If indicated below (✓) and not waived by the County, Bidders shall be required to provide the following:

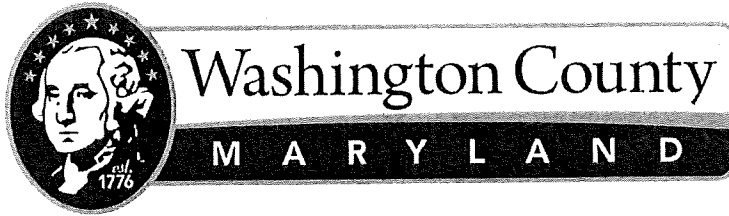
- _____ A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- _____ A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- _____ A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

PUR-1546

TABLE OF CONTENTS

PAGE

I.	Invitation to Bid.....	1- 2
II.	General Conditions and Instructions to Bidders.....	3 - 15
III.	Supplemental Terms and Conditions.....	16 - 18
IV.	Washington County's <i>Insurance Requirements for Independent Contractors Policy</i>	19 - 20
VI.	Provisions for Other Agencies.....	21
VII.	Signature to Bids.....	22 - 23
VIII.	Specifications / Form of Proposal.....	24



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

PUR-1546
GRINDER PUMPS

INVITATION TO BID

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for **GRINDER PUMPS**. Bid documents are available immediately from the Washington County, Maryland website: <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, Maryland, 21740, telephone 240-313-2330. Inquiries should be directed to Rick F. Curry, CPPO – Director of Purchasing, Washington County Purchasing Department.

All bids must be enclosed in a sealed opaque envelope marked **“SEALED BID – (PUR-1546) GRINDER PUMPS”** and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **2:00 P.M., (EDT/EST), Wednesday, May 4, 2022** after which time they will be publicly opened in the Third Floor Conference Room 3000 of the Washington County Administration Complex, 100 West Washington Street, Hagerstown, Maryland. All interested parties are invited to be present.

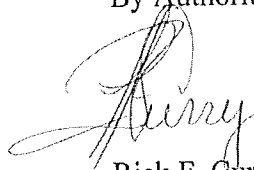
A Pre-Bid Conference/Teleconference will be held on **Thursday, April 14, 2022 at 10:00 A.M. (EDT/EST)** in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate in the teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

NOTE: All Bidders 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 bid and/or to attend the Pre-Bid Conference/Teleconference. Alternate routes are controlled by a door access system. Washington County Government has announced security protocols being implemented at the Washington County Administrative Complex at 100 West Washington Street, Hagerstown. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Washington County, Maryland shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Bid Conference/Teleconference and/or Bid Opening.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids and 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.

By Authority of:

A handwritten signature in dark ink, appearing to read "Rick F. Curry", is written over a circular embossed seal. The signature is fluid and cursive.

Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
(Supply and Service Contracts)

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County's Director of Purchasing (hereinafter "Director of Purchasing"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Director of Purchasing, agrees to an extension.
2. **Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Director of Purchasing, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

General Conditions and Instructions to Bidders

Grinder Pumps

PUR-1546

Page 3

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. **Competency of Bidder:** No bid shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County, Maryland upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Director of Purchasing of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Director of Purchasing whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Director of Purchasing of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.

7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.

8. **Confidentiality:** Firms shall 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, Sections 10-611 to 10-628, Annotated Code of Maryland.

9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*

10. General Guaranty: Bidder agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. Illegal Immigrants:

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to ensure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

- 12. Insurance:** Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

General Conditions and Instructions to Bidders

Grinder Pumps

PUR-1546

Page 5

13. **Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Rick F. Curry, CPPO – Director of Purchasing
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Suite 3200
Hagerstown, MD 21740
FAX: 240-313-2331 or send questions in Microsoft Word platform via
e-mail to: purchasingquestions@washco-md.net.

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

14. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
15. **Late Bids:** Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
16. **Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
17. **Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland -State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County, Maryland is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
18. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Director of Purchasing.
19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, Maryland, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected

General Conditions and Instructions to Bidders

Grinder Pumps

PUR-1546

Page 6

governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.

20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Procurement Policy Manual:** This bid is administered according to Washington County, Maryland's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2022.pdf>.
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. ***Facsimile or Electronic Bids will not be accepted.***
23. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and good standing shall be maintained for the duration of the contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is sdat.charterhelp@maryland.gov, and phone numbers are: (410) 767-1340 or (888) 246-5941.
24. **Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right

to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.

25. **Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
26. **Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
27. **Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
 - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
 - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Director of Purchasing.
 - d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
 - e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "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."
28. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
2. **Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense, or the Director of Purchasing shall dispose of same at his/her discretion. All sample packages shall

General Conditions and Instructions to Bidders

Grinder Pumps

PUR-1546

Page 9

be marked "Sample for Purchasing Department" and each sample shall bear the name and address of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Director of Purchasing hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Director of Purchasing to judge if each requirement of the specifications is being complied with.

AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.
2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.
3. **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)

General Conditions and Instructions to Bidders

Grinder Pumps

PUR-1546

Page 10

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.

4. **"Requirements" Contract Bid Quantities:** On "Requirements" bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
5. **Responsibility/Qualifications of Bidder:** The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Director of Purchasing on contracts of purchase and on contracts of sale (if applicable):
 - a. The ability, capacity and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - h. Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.
 - i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Director of Purchasing shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Director of Purchasing with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Director of Purchasing, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Director of Purchasing and they shall be liable for any costs incurred by the County as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Director of Purchasing shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
 - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.

- c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
- d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
- e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdiction's respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design, or pack.
7. **Non-Discrimination:** No Bidder who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Director of Purchasing's opinion, is

beyond the control of the Bidder. Under the circumstances, however, the County may in its discretion, cancel the contract.

9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Director of Purchasing.
10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Director of Purchasing, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Director of Purchasing and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
12. **Termination for Convenience:** The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

DELIVERY PROVISIONS

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.
2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Director of Purchasing or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the County, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the County may deduct such

amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.

3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County, Maryland as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.
 - The Purchase Order Number
 - The Name of the Article and Stock Number (Supplier's)
 - The Quantity Ordered
 - The Quantity Back Ordered
 - The Name of the Contractor
6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 7:00 A.M. and 2:30 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or County Holidays, unless otherwise arranged by an individual Department/Agency.

General Conditions and Instructions to Bidders

Grinder Pumps

PUR-1546

Page 15

**PUR-1546
GRINDER PUMPS**

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Award:** The total lump sum bid price will be used as a basis for evaluation and award of the Contract. If an award is made, it will be made to the lowest responsible Bidder who submits a responsive bid. The County may make an award to the bidder it determines is providing the most advantageous offer or to the bidder it determines to be in its best interest.
2. **Bids Binding:** All bids shall be binding for ninety (90) consecutive calendar days following the bid opening date.
3. **Brochures, Descriptive Literature, Manuals:**
 - a. Bidders shall furnish two (2) sets of complete descriptive literature and specifications of the equipment upon which the bid is based. The Bidder shall furnish a detailed listing of the components and accessories of the complete unit upon which the bid is based and is to be attached to the Form(s) of Proposal.
 - b. Failure to comply with this requirement shall be ample cause for rejection of the bid proposal.
4. **Certification of Compliance with Specifications:** Bidders shall comply with all conditions, provisions and specifications contained herein and which are hereby made a part of the contract. Bidders shall certify the equipment with its allied and/or accessory equipment; component parts and units will be suitable for the intended usage it was designed for. Furthermore, the Bidder shall specify that the equipment will or will not comply in every respect with this specification. In the event the equipment offered does not fully comply with these specifications, the Bidder shall definitely state all deviations on his bid proposal sheet or an attached sheet. Where no statement is received, the County will assume the Bidder meets every requirement of these specifications.
5. **Compliance:** If the Bidder fails to comply with the specifications, terms and conditions, he/she will be given seven (7) calendar days' notice to render satisfactory service. If at the expiration of such seven (7) calendar days' notice, the unsatisfactory conditions have not been corrected, the County reserves the right to cancel the contract.
6. **Delivery:** Bidders shall guarantee delivery no later than ninety (90) consecutive calendar days after notice of award. All items shall be delivered F.O.B. Destination, delivery charges shall be included in the bid. The successful Bidder shall deliver the equipment to Washington County Department of Water Quality, 16232 Elliott Parkway, Williamsport, MD 21795.
7. **Disputes:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties. The County's Director of Purchasing may request in writing, the recommendation of the head of the County agency using the item or materials, or other objective sources.

8. **Equipment/Hardware/Software/Licensing:** The equipment listed herein is deemed to provide the operational features and performance required for the application.
9. **Exceptions:** The submission of a bid shall be considered an agreement to all the items, conditions, and specifications provided herein and in the various bid documents unless specifically noted otherwise in the proposal.
10. **Form of Proposal:** All bids must be submitted on the forms provided herein.
11. **Insurance Requirements:** The contractor shall be prepared to show evidence of insurance as required under Washington County Maryland's *Insurance Requirements for Independent Contractors Policy*, a copy of which is included herein, prior to the execution of the Contract.
12. **Interpretation, Discrepancies, Omissions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 13; requests received after **4:00 P.M., (EDT/EST) Thursday, April 21, 2022** may not be considered. All correspondence in regard to this bid shall be directed to and issued by the Washington County Purchasing Department, **please direct all inquiries to the Rick F. Curry, CPPO, Director of Purchasing.**
13. **Liquidated Damages:** Liquidated damages shall be applied at the rate of Fifty Dollars (\$50) per calendar day for each day that the Contractor fails to complete the work as specified herein.
14. **Lump Sum Proposal:** A lump sum proposal is being requested for the work. The total sum for the work shall include the cost of any and all permits, licenses and/or fees, the cost of all applicable seals and other taxes required by Local, State and Federal laws, the cost of required bonds and insurances, the cost of all material, labor, equipment, plant and other services and facilities of every nature whatsoever or as may be necessary to complete the project as described in the specifications.
15. **Material and Workmanship:** All equipment furnished shall be guaranteed to be new, unused and of current manufacture, to meet all requirements of the specifications, and to be in intended use condition at time of delivery. All workmanship shall be of high quality and accomplished in a professional manner so as to insure functionality of the equipment.
16. **Payment:** Payment will be made within thirty (30) calendar days of receipt of invoice submitted, upon final approval and acceptance of the operational equipment by the County's Representative. Invoices shall be submitted in duplicate to the Washington County Department of Water Quality, 16232 Elliott Parkway, Williamsport, Maryland 21795.
17. **Qualification:** The County may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidders shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.
18. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the

Supplemental Terms and Conditions

Grinder Pumps

PUR-1546

Page 17

Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and good standing shall be maintained for the duration of the contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is sdat.charterhelp@maryland.gov, and phone numbers are: (410) 767-1340 or (888) 246-5941.

19. **Responsibility of Contractor:** Each Bidder submitting a bid for this work shall first examine the site(s) and thoroughly satisfy himself to the conditions under which he will operate or that will in any manner affect any work under his contract. The Contractor shall accept the site(s) as he/she finds it. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Contractor for negligence in this respect.
20. **Bidder's Qualifications:** A Bidder shall submit with his/her bid the names, addresses and telephone number of three (3) other companies and/or similar institutions for which the Bidder rendered prior comparable services.
21. **Scope of Work:**
 - a. The work consists of, but not necessarily limited to, furnishing, delivering, installing, configuring, testing, and training for Pure Storage, complete and ready for operation, as specified herein.
 - b. The Contractor shall provide all labor, equipment, and materials and shall perform all necessary operations to furnish the specified equipment, complete and operational. Training shall be in conformance with these contract documents.
 - c. Upon completion of the "work", the Contractor shall provide two (2) complete sets of easy-to-read and comprehensive operation instruction manuals.
22. **Silence of Specifications:** The apparent silence of this specification, as to any detail or apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail. Appurtenances and/or accessories not herein mentioned but necessary to furnish a complete unit, ready for use upon installation, shall be included, conform to the best practice and workmanship known, and subject to these specifications in full. All interpretations of these specifications shall be construed as minimum.
23. **Specification Sheets:** Bidders shall submit all Specifications Sheets with Remarks/Exceptions indicated thereon, along with the Form(s) of Proposal. Bidders shall note any exceptions to the specifications in their bid and any exception must be clearly stated.
24. **Substitutions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 26; Requests received after 4:00 P.M., (EDT/EST) Thursday, April 21, 2022 will not be considered.
25. **Warranty:** The Warranty shall become effective upon final approval and acceptance of the operational equipment. Approval and acceptance will be granted upon successful completion of delivery, installation, configuration, testing, and training.

Supplemental Terms and Conditions

Grinder Pumps

PUR-1546

Page 18

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.

Insurance Requirements for Independent Contractors

Grinder Pumps

PUR-1546

Page 19

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

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

PROVISIONS FOR OTHER AGENCIES

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
<u> </u>	<u>✓</u>	WASHINGTON COUNTY PUBLIC SCHOOLS
<u> </u>	<u>✓</u>	WASHINGTON COUNTY HEALTH DEPARTMENT
<u> </u>	<u>✓</u>	OTHER WASHINGTON COUNTY MUNICIPALITIES
<u> </u>	<u>✓</u>	HAGERSTOWN COMMUNITY COLLEGE
<u> </u>	<u>✓</u>	CITY OF HAGERSTOWN
<u> </u>	<u>✓</u>	FREDERICK COUNTY COMMISSIONERS
<u> </u>	<u>✓</u>	OTHER FREDERICK COUNTY MUNICIPALITIES
<u> </u>	<u>✓</u>	ALLEGANY COUNTY COMMISSIONERS
<u> </u>	<u>✓</u>	BOARD OF EDUCATION OF ALLEGANY COUNTY
<u> </u>	<u>✓</u>	OTHER ALLEGANY COUNTY MUNICIPALITIES
<u> </u>	<u>✓</u>	ALLEGANY COMMUNITY COLLEGE
<u> </u>	<u>✓</u>	CITY OF FROSTBURG
<u> </u>	<u>✓</u>	CITY OF CUMBERLAND
<u> </u>	<u>✓</u>	GARRETT COUNTY - GENERAL SERVICES
<u> </u>	<u>✓</u>	BOARD OF EDUCATION OF GARRETT COUNTY
<u> </u>	<u>✓</u>	OTHER GARRETT COUNTY MUNICIPALITIES
<u> </u>	<u>✓</u>	GARRETT COUNTY COMMUNITY COLLEGE
<u> </u>	<u>✓</u>	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

BT Plumbing Supply Inc.
Bidder's Name

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 WETV
Addendum No. 4 _____

Addendum No. 2 WETV
Addendum No. 5 _____

Addendum No. 3 _____
Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

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

Signature to Bids
Grinder Pumps
PUR-1546
Page 22

BT Plumbing Supply Inc.
Bidder's Name

- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM:

BT Plumbing Supply Inc.

ADDRESS:

2920 Dede Rd Suite E Finksburg, MD 21048

AUTHORIZED SIGNATURE:

W. E. Turney Jr.

NAME AND TITLE PRINTED:

William E. Turney Jr. - Sales/purchasing

TELEPHONE & FAX NUMBER:

(C) 410 526 7701 (F) 410 526 7775

E-MAIL ADDRESS:

Bill @ bt plumbing supply. com

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) NO.

D03405255

DATE:

4/29/2022

FEDERAL EMPLOYER'S IDENTIFICATION NO.

52-1775673

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

PUR-1546
GRINDER PUMPS
WASHINGTON COUNTY, HAGERSTOWN MARYLAND

SPECIFICATIONS / FORM OF PROPOSAL

Item No.	Item Description	Unit of Measure	Qty	Unit Price (Figures)	Total Price (Figures)
1	Liberty Pumps - Model #EPS61537 - Preassembled simplex grinder system, LSG202M grinder pump, 2 Hp, 208-230V, 1 Ph, w/25' power cord, SXH24=3 NEMA 4X Simplex panel w/3 floats & audio/visual high level alarm, 24" diameter X84" high fiberglass basin w/anti- floatation flange w 1 1/4" side discharge coupling 1 1/4" female treaded PVC discharge coupling, 24" blank fiberglass cover, guide rail assembly w/GR 20 guide rail, 1 1/4" SS rails, SS lifting chain, 4" unmounted inlet hub, PVC ball valve, anti-siphon valve, float bracket, PVC discharge pipe, JB70 junction box w/watertight cable connectors & 2" conduit coupling <i>Four thousand twenty</i> Dollars (Written) <i>0</i> Cents per (Written)	Ea.	13	<i>\$ 4020.00</i> (Figures)	<i>\$ 52,260.00</i> (Figures)
TOTAL LUMP SUM (Item No. 1 above) <i>Fifty two thousand two hundred and sixty</i> Dollars (Written) <i>0</i> Cents (Written)				<i>\$ 52,260.00</i> (Figures)	

REMARKS/EXCEPTIONS:

BT Plumbing Supply, Inc.

Bidder's Name



Open Session Item

SUBJECT: Contract Award (PUR-1549) – Stop Loss Insurance Coverage

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Deborah Condo, Deputy Director of Human Resources, and a representative from the County's consultant, CBIZ Benefits & Insurance Services, Inc.

RECOMMENDED MOTION: Motion to award a contract for Stop Loss Insurance to the responsive, responsible proposer, Highmark of Pittsburgh, PA who submitted a total annual premium for Option 1 of \$943,536.53 with specific stop loss @ \$175,000 per claimant.

REPORT-IN-BRIEF: Stop-Loss policies are insurance that protects the plan from significant claim costs associated with individual members (specific) or for the entire group (aggregate). Currently, the Board of County Commissioners of Washington County, Maryland has a stop loss policy with Highmark that limits the medical and prescription drug plan costs to a maximum of \$175,000 per member per year.

The Request for Proposal (RFP) was advertised on the State's "eMaryland Marketplace Advantage" (eMMA) web site, on the County's web site, and in the local newspaper. Direct notice of the solicitation was e-mailed to thirteen (13) potential providers of the insurance.

Proposals were received before the deadline on April 29, 2022 from four (4) companies that are providers of Stop Loss Insurance.

DISCUSSION: N/A

FISCAL IMPACT: Funds are available in the FY'23 health insurance budget.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: The attached Summary will be reviewed and discussed by the County's consultant.

AUDIO/VISUAL NEEDS: N/A



Board of Washington County Commissioners

Request for Proposal #1549 – Stop Loss Analysis and Recommendations 2022-2023

**Presented by:
CBIZ Employee Services Organization**



PUR-1549

Board of County Commissioners of Washington County, Maryland

Effective Date: July 1, 2022
Bid Due Date: April 29, 2022

All bids were requested net of commissions.

Overview

The Board of County Commissioners of Washington County, Maryland (BCC) provides health insurance via Aetna/Aetna's care management programs and prescription drug coverage with CVS Caremark. Stop Loss coverage is currently with HM (Highmark) Insurance and is bid on an annual basis.



Background

Board of County Commissioners of Washington County, Maryland provides medical and prescription drug coverage to active employees, agencies, COBRA members, and pre-Medicare retirees on a self-insured basis.

Medical Vendor: Aetna effective 7/1/2016

Drug Vendor: CVS/Caremark effective 7/1/2019

Stop Loss policies are insurance that protects the plan from significant claim costs associated with individual members (specific) or for the entire group (aggregate). Currently, Board of County Commissioners of Washington County, Maryland has a specific Stop Loss policy with HM Insurance that limits the medical and prescription drug plan costs to a maximum of \$175,000 per member per year.

Stop Loss Vendor: HM Insurance effective 7/1/21

- 3 Stop Loss policies do not automatically renew at the same rate.

Washington County Commissioners

Effective Date: 07/01/2022



Reinsurance Marketing Results				
Carrier	Rating	Quoted	Declined	Comments
HM Insurance (incumbent)	A	x		See Spreadsheet
Liberty Mutual	A		x	Uncompetitive greater than +40% to current
PACE - Companion Life	A		x	Uncompetitive greater than +40% to current
HCC	A++	x		See Spreadsheet
Voya	A		x	Uncompetitive greater than +50% to current
Unum	A		x	Uncompetitive greater than +80% to current
Swiss Re	A+		x	Uncompetitive greater than +80% to current
Symetra	A	x		See Spreadsheet
Anthem	A		x	Uncompetitive greater than +50% to current
Optum	A-	x		See Spreadsheet
Berkley	A		x	Uncompetitive greater than +50% to current
CareFirst	A		x	Unable to quote over groups administered by administrators other than CareFirst or CFA
Sun Life	A+		x	Uncompetitive greater than +35% to current

Washington County Commissioners

Effective Date: 07/01/2022



Stop-Loss Specific Premium	Lives	Current	Renewal	Option 1	Option 2	Option 3	Option 4
		NNL* 50% Rate Cap	NNL* 50% Rate Cap	NNL* 55% Rate Cap		NNL* 55% Rate Cap	NNL* 81% Rate Cap
Carrier:		HM Insurance	HM Insurance	HM Insurance	Optum	Symetra	HCC
Carrier Rating:		A	A	A	A-	A	A++
		NNL 50% Rate Cap	NNL 50% Rate Cap	NNL 55% Rate Cap		NNL 55% Rate Cap	NNL 81% Rate Cap
TPA:		Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
PPO Network:		Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
UR Vendor:		Aetna	Aetna	Aetna	Aetna	Aetna	Aetna
Stop Loss Commission:		0%	0%	0%	0%	0%	0%
Benefits Included:		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Specific Deductible:		\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Aggregating Specific:		\$0	\$0	\$0	\$0	\$0	\$0
Specific Contract:		Paid	Paid	Paid	24/12	24/12	24/12
Specific Policy Year Maximum:		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Single Premium	268	\$ 48.98	\$ 46.34	\$ 46.02	\$ 78.74	\$ 42.20	\$ 50.46
EE+SP Premium	188	\$ 125.54	\$ 119.22	\$ 118.39	\$ 194.94	\$ 118.35	\$ 160.62
EE+CH Premium	83	\$ 125.54	\$ 119.22	\$ 118.39	\$ 194.94	\$ 118.35	\$ 160.62
Family Premium	289	\$ 125.54	\$ 119.22	\$ 118.39	\$ 194.94	\$ 118.35	\$ 160.62
Composite	828	\$ 100.76	\$ 95.63	\$ 94.96	\$ 157.33	\$ 93.70	\$ 124.96
Monthly Specific Premium		\$ 83,429.04	\$ 79,182.32	\$ 78,628.04	\$ 130,268.72	\$ 77,585.60	\$ 103,470.48
Annual Specific Premium		\$ 1,001,148.48	\$ 950,187.84	\$ 943,536.53	\$ 1,563,224.64	\$ 931,027.20	\$ 1,241,645.76
% Difference			-5.09%	-5.75%	56.14%	-7.00%	24.02%
Firm Through:			Firm 6.21	Firm 6.21	Illustrative	Firm 6.17	Illustrative
Lasers:		None	None	None	Pending Large Claim Review	None	Pending Large Claim Review
Total Reinsurance Expense							
Annual Fixed Premium		\$1,001,148.48	\$950,187.84	\$943,536.53	\$1,563,224.64	\$931,027.20	\$1,241,645.76
% Difference			-5.09%	-5.75%	56.14%	-7.00%	24.02%
Maximum Cost Liability		\$1,001,148.48	\$950,187.84	\$943,536.53	\$1,563,224.64	\$931,027.20	\$1,241,645.76
% Difference			-5.09%	-5.75%	56.14%	-7.00%	24.02%

*NNL: No New Laser

Recommendation

- Renew with HM at \$175,000 Specific Stop Loss level (per member).
 - \$57,612 annual savings vs. current.
 - Retain the “No New Laser” provision.
 - Option 1 keeps rate cap at 55%.
 - HM offers consistency and partnership.
 - Moving to Symetra will save an additional 1.25% or \$12,500 but would be 3rd Stop Loss carrier for WCC in 3 years. Moving coverage annually will eventually limit the bidders' pool.



Agenda Report Form

Open Session Item

SUBJECT: Contract Awards (PUR-1548) – Group Life, Accidental Death (AD&D) and Dismemberment, Disability, Flex Spending Account (FSA)

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Rick F. Curry, Director of Purchasing; Beckie Lewis, Senior Consultant with the County's consultant, CBIZ Benefits & Insurance Services, Inc.

RECOMMENDED MOTION: Move to award County employee Life, AD&D, Disability, FSA coverage contracts to the responsive, responsible proposers per the proposal of each in response to RFP No. PUR-1548 as follows: The Hartford of Hartford, CT. – *Life and Disability*; CBIZ Human Capital Management of Roanoke, VA (*Incumbent*) – *FSA Healthcare and Dependent Care*.

REPORT-IN-BRIEF: The Request for Proposal (RFP) was issued with the primary objective to solicit and evaluate competitive alternates to the current insurance arrangements, specifically with regards to the price of the programs. All proposals must adhere to the equivalent or better standard of benefits. Proposals were received on April 22, 2022 from fifteen (15) companies to provide one or more of the various plan designs outlined. Nine (9) bid responses were received for Life and Disability. Four (4) bid responses were received for FSA and two (2) bid responses were received for Benefit Administration System. The contract term is three (3) years with an option to term early without penalty.

All parties who submitted a proposal were expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submission of insurance proposals. Specifically, the services to be provided are expected to be in compliance with American with Disabilities Act (ADA), Family Medical Leave Act (FMLA), Health Insurance Portability Act (HIPPA), insurance laws and insurance regulations. All proposals were presumed to be in compliance with all applicable laws.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$373,970 are available in the FY'23 budget for these services.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: The attached Summary will be reviewed and discussed in detail by the County's consultant at the meeting.

AUDIO/VISUAL NEEDS: Power Point Presentation by CBIZ representatives.

Introduction



Washington County Commissioners (WCC), via CBIZ Benefits and Insurance, issued Request For Proposals (RFP PUR 1548) on April 8, 2022 for Group Life/Accidental Death and Dismemberment (AD&D), Short Term Disability (STD), Long Term Disability (LTD), Flexible Spending for Health and Dependent Care (FSA), Family Medical Leave advice to pay, and Benefit Administration System.

The intent of the bid was to solicit a duplication of current plan designs for Life/AD&D, LTD, and FSA for 7/1/22 effective date. The bid also solicited the option for WCC to purchase Voluntary Life, Short Term Disability advice to pay, Family Medical Leave administration, ADA administration, and/or benefit administration system for a 7/1/22 or later date. Bidders could quote on a combined or standalone basis.

Bidders were instructed to submit bids by electronic means via secure email or posting to CBIZ secure portal. All proposals were due on April 22, 2022 by 12:00 p.m. (EDT/EST).

Vendor Submissions

Fifteen (15) bidders responded by the due date. Nine (9) bid responses were received for Life and Disability. Four (4) bid responses were received for FSA. Two (2) bid responses were received for Benefit Admin System.

Vendor	Quoted	Declined to Quote	Product
American United Life	✓		Life and Disability
Guardian	✓		Life and Disability
Hartford	✓		Life and Disability
Met Life		✓	Life and Disability
Mutual of Omaha	✓		Life and Disability
Reliance Standard	✓		Disability
Sun Life	✓		Life and Disability
Unum	✓		Life and Disability
Voya (incumbent)	✓		Life and Disability
CBIZ Human Capital Management (incumbent)	✓		FSA
Optum	✓		FSA
Tasc	✓		FSA
WEX	✓		FSA
Benelogic	✓		Benefit Admin System
FTJ Solutions/Bswift	✓		Benefit Admin System

Life and Disability – Current Plan Design

Employer-Paid Benefits:

Basic Life:	1x annual earnings to \$100,000
Basic AD&D:	2x annual earnings to \$60,000
Retiree Life:	1x preretirement annual earnings to \$100,000
Dependent Life:	\$2,000 Spouse; \$1,000 Children (6 months to 26)
LTD Core:	40% monthly benefit to \$5,000 month max (after 6 month waiting period; to SSNRA)

Voluntary Elections:

LTD Buy-Up	60% monthly benefit to \$5,000 month max
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Life/AD&D and Long Term Disability

Top 4 Bid Responses		Voya		Hartford	Unum	Guardian
Effective Date 7/1/2022		Current / Renewal		Option 1	Option 2	Option 3
	Employee Count	Current	Renewal	Hartford	Unum	Guardian
Monthly Premium - Basic Life	901	\$14,279	\$14,014	\$11,106	\$14,808	\$19,038
Monthly Premium - Basic AD&D	901	\$1,942	\$2,158	\$1,619	\$1,349	\$2,115
Monthly Premium - Retiree Life	50	\$934	\$917	\$727	\$969	\$1,246
Monthly Premium - Dependent Life	609	\$319	\$319	\$396	\$319	\$0
Monthly Premium - LTD (Base)	787	\$7,597	\$4,748	\$3,561	\$5,342	\$4,353
Annual \$		\$145,737	\$97,710	\$75,631	\$95,744	\$92,567
Annual % Change			-33.0%	-48.1%	-34.3%	-36.5%
Annual % Change			\$ (48,027)	\$ (70,106)	\$ (49,993)	\$ (53,170)
Difference from Renewal				\$ (22,079)	\$ (1,967)	\$ (5,143)
Commissions		None	None	None	None	None
Rate Guarantee				4 years	3 years	2 years

Recommendation: Hartford

Rationale:

- Pricing – Low Bidder
 - Save WCC \$70,106/year
 - Save Employees with lower LTD Buy-Up Premium (22%)
- 4-Year Rate Guarantee
- Ability to add Voluntary Life, STD advice to pay, FML and/or ADA leave administration at a later date

FSA – Healthcare and Dependent Care

	<u>CBIZ</u> <u>(Current)</u>	<u>CBIZ</u> <u>(Incumbent)</u>	<u>Optum</u>	<u>WEX</u>	<u>TASC</u>
	7/1/2021	7/1/2022	7/1/2022	7/1/2022	7/1/2022
Total Annual Fees (68 Participants) Includes implementation/setup, renewal, ongoing PEPM fee, debit card, plan document, SPD, and non-discrimination testing	\$4,320	\$3,960	\$3,660	\$4,356	\$4,090
% Change		-8.3%	-15.3%	0.8%	-5.3%
Annual \$ Change		\$(359)	\$(660)	\$36	\$(230)
Rate Guarantee		3 years	1 year	5 years	3 years
Commission	None	None	None	None	None

Recommendation: CBIZ Human Capital Management

Rationale:

- Pricing
- 3-Year Rate Guarantee
- No Employee or Employer Disruption

Benefit Administration System



Bids were requested for Benefit Administration System. Two bid responses received.

What is it?	HR and benefits administrative solution, employee self-service, year round access, open enrollment.
Annual cost:	\$35,000+
Recommendation:	Pend For a Later Date

Summary of Recommendations for 7/1/22



Life and Disability:

Hartford

FSA :

CBIZ Human Capital Management*

Benefit Admin System:

N/A; Pend for Later Date

*Incumbent



Agenda Report Form

Open Session Item

SUBJECT: 2022-2023 Property and Casualty Insurance Renewals

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Tracy McCammon, Risk Management Administrator and Patrick Buck, CBIZ Insurance Services

RECOMMENDED MOTION: Move to renew the liability policies with Travelers Insurance Company, property and equipment policies with Local Government Insurance Trust and the airport liability policy with AIG.

REPORT-IN-BRIEF: Renewal quotes from insurance carriers are reflected on the attached premium comparison. The total renewal is a 5.2% increase in premiums over last year's actuals.

DISCUSSION: Cyber liability continues to see higher premiums due to how volatile the cyber market has been. Employment-Related Practices Liability (EPL) has a sizeable increase in premium because of the challenging and hardening market. This is due to a higher frequency and severity of claims in recent years, as well as increased legislative activity at both the state and federal levels. Due to the marketing effort of CBIZ, we were able to decrease the airport liability premium by 24.8% from last year.

FISCAL IMPACT: Though there is a 5.2% increase in premiums we are within the 8% budgeted increase.

CONCURRENCES: Deb Condo, Deputy Director of Human Resources and Kelcee Mace, Interim CFO

ALTERNATIVES: Complete market bid which would cause a lapse in insurance coverage

ATTACHMENTS: Premium comparison

AUDIO/VISUAL NEEDS: None

<u>Line of Coverage</u>	<u>FY2022</u>	<u>FY2023</u>	<u>\$Change</u>	<u>% Change</u>
Travelers				
Pkg – Auto Liability (Incl. Buses)	\$449,304	\$454,609	\$5,305	1.2%
Pkg - Auto PD (Incl. Buses)	\$100,575	\$101,546	\$971	1.0%
Pkg – GL, Liquor, Products, EBL	\$141,694	\$147,517	\$5,823	4.1%
Pkg – Law (Incl. Dispatch E&O)	\$226,356	\$235,290	\$8,934	3.9%
Pkg - Excess Liability	\$86,966	\$86,446	(\$520)	-0.6%
Pkg – Management Liability	\$36,156	\$40,524	\$4,368	12.1%
Pkg – Employment Practice Liability (EPL)	\$59,795	\$72,512	\$12,717	21.3%
Pkg – Crime	\$4,955	\$4,950	(\$5)	-0.1%
*Pkg - CyberFirst	\$28,937	\$47,360	\$18,423	63.7%
Sub Total – Travelers	\$1,134,738	\$1,190,754	\$56,016	4.9%
Other July 1 Renewal Policies				
Airport Liability	\$22,060	\$16,592	(\$5,468)	-24.8%
Property (estimated)	\$232,242	\$253,144	\$20,902	9.0%
Inland Marine (estimated)	\$10,176	\$11,092	\$916	9.0%
Boiler & Machinery (estimated)	\$8,650	\$9,429	\$779	9.0%
Sub Total – Other July 1 Renewal Policies	\$273,128	\$290,257	\$17,129	6.3%
Grand Total – July 1 Renewal Policies	\$1,407,866	\$1,481,011	\$73,145	5.2%

**Coverage limit was increase to \$3 million
from \$2 million*



Agenda Report Form

Open Session Item

SUBJECT: Request to Extend Contract for Local Care Team Coordinator

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Rachel Souders, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve extending the Local Care Team Coordinator's contract for two additional months.

REPORT-IN-BRIEF: The Local Management Board, overseen by the Washington County Office of Grant Management (OGM), is required to have a Local Care Team Coordinator. The current contract with Praxis Axis, LLC is set to expire on June 30, 2022. The OGM is requesting approval to extend the current contract through August 31, 2022 in order to prevent a lapse of services during the procurement process.

DISCUSSION: The Local Care Team Coordinator position is funded with the Community Partnership Agreement the County holds with the Governor's Office of Crime Prevention, Youth, and Victim Services. The two-month extension will utilize funds from the FY23 award, so no County funding is required.

FISCAL IMPACT: There will be no fiscal impact on the County.

CONCURRENCES: Susan Buchanan, Director, Office of Grant Management, and Rick Curry, Director, Purchasing

ALTERNATIVES: Deny motion to approve and not meet the State requirement for a Local Care Team Coordinator.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Permits and Inspections Reclassification of Chief of Permitting and Office Manager

PRESENTATION DATE: June 14, 2022

PRESENTATION BY: Rich Eichelberger, Director of Permits and Inspections, Deborah Condo, Interim Director of Human Resources

RECOMMENDED MOTION: Motion to approve the reclassification of the Chief of Permitting from Grade 14 to Grade 16 and eliminate the Office Manager position Grade 10 and replace with Permit Coordinator Grade 12 effective June 25, 2022 (the beginning of FY 2023).

REPORT-IN-BRIEF: During evaluation from the recent restructuring, it has been realized the Chief of Permitting and the current Office Manager's positions job descriptions and pay grades do not align with the current job duties and responsibilities. The reclassification of the positions will correct these deficiencies.

DISCUSSION: The Chief of Permitting and Office Manager's job duties and responsibilities exceed the current job description and pay grade. The duties and responsibilities of the Chief of Permitting closely relate to the former Deputy Director of Plan Review and Permitting that was removed during a previous restructuring.

The Office Manager position is to be removed from the current staffing and replaced with Permit Coordinator. The Permit Coordinator job description will closely relate to the former Permit Administrator position that was removed during a previous restructuring. Changes include:

- Chief of Permitting reclassify from Grade 14 to Grade 16, Step 4
- Office Manager reclassify to Permit Coordinator from Grade 10 to Grade 12, Step 2

FISCAL IMPACT: Total increase \$11,919 per budget year

CONCURRENCES: John Martirano, County Administrator, Deborah Condo, Interim Director of Human Resources

ALTERNATIVES: Continue with the current positions

ATTACHMENTS: Job Descriptions for Chief of Permitting and Permit Coordinator

AUDIO/VISUAL NEEDS: N/A



JOB TITLE:	Chief of Permitting	GRADE:	16
DEPARTMENT:	Division of Permits and Inspections	FLSA STATUS:	Exempt
REPORTS TO:	Director of Permits and Inspections		

GENERAL DEFINITION OF WORK:

Performs professional work under the direction of the Director of Permits and Inspections to facilitate the day-to-day management of the Division including supervising Permit Techs, Sr. Office Associate and Administrative Assistant. Helps manage the Division in the absence of the Director. Responsible for the assignment of work; enforcement of building codes and ordinances assigned to the Division by the Board of County Commissioners or as mandated by state or federal law. Manages and implements permitting software.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Facilitates the day-to-day management of the Permitting Department within the Division of Permits and Inspections including supervision of all assigned staff.
2. Acts on behalf of the Director of Permits and Inspections in the Director's absence and uses initiative and judgment to see that the permitting matters' requiring immediate attention are handled in a manner as to minimize the effect of the Director's absence.
3. Coordinates and administers the scheduling and training of departmental personnel in all phases of the permitting process which includes areas of inspections, permit processing, documentation, enforcement of codes and ordinances, zoning to include administering the In-House Zoning examination.
4. Establishes and develops departmental operating procedures, processes, and policies of the Permitting Department.
5. Handles customer complaints and works with department heads to resolve the matters in a timely manner.
6. Reviews building permits for compliance with the Excise Tax Ordinance.
7. Provides guidance and consults with the public, consultants, realtors, attorneys, other County, State and Federal agencies on building, zoning, and general permitting issues as it pertains to interpretation of ordinances, policies, and code enforcement.
8. Administers the management, implementation, and training on software upgrades along with the Technology Coordinator. Studies technological developments for enhancements to the system.
9. Administers the management, implementation, and training for Citizen Access (web-based program used to obtain departmental information regarding parcels and the construction process which includes scheduling inspections, checking permit statuses, permit history and applying for permits on-line 24 hours a day, seven days a week)

10. Provides counseling, guidance, and recommendations to employees on personnel issues and keeps the Director of Health and Human Services and Director of Permits and Inspections apprised of issues of concern.
11. Compiles, analyzes, and provides custom departmental reports on a weekly, monthly, semi-annual, and annual basis.
12. Assists Division Director in the preparation and submittal of the fiscal budget.
13. Serves as an Administrator for integration of Accela Automation software for use by the Division of Permits and Inspections which is comprised of two separate modules.
14. Works with department heads in preparing and processing charges for Court regarding violations of codes, ordinances, and licenses; testifies in court when needed.
15. Assists with special projects to include code review committee and implementation of newly adopted codes, departmental electronic filing, Washington County Home Show, etc.
16. Attends monthly meetings with the Electrical Board, Plumbing & HVAC Board to assist with licensing matters regarding contractors that are licensed in Washington County.
17. Responsible for the continued maintenance of a wide variety of records and files as well as purging of expired permits.
18. Maintains website for the Division of Permits and Inspections to ensure all forms/documents are up to date.
19. Calculates and prepares semi-annual billing for submittal to various municipalities within Washington County.
20. Calculates and prepares semi-annual billing for submittal to various utility companies
21. Balances and maintains monetary records for funds generated into the Division and deposits those funds at the Treasurer's office daily.
22. Provides administrative support to the Building Code Board of Appeals.
23. Supervises and assists the Administrative Assistant in all aspects of their position.
24. Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Thorough knowledge of basic methods, practices and objectives of permitting ordinances and regulations.
2. Thorough knowledge of the operations of the Permitting Department.
3. General knowledge of basic research techniques and report writing.
4. Excellent record keeping ability.
5. Ability to communicate effectively.
6. Capability to establish and maintain an effective working relationship with employees and the public.
7. Ability to maintain strict confidentiality as it relates to employees and personnel issues.

EDUCATION AND EXPERIENCE:

1. Advanced business school or college training in business administration or related field. (Preferred)
2. 3-5 yrs. experience in management/computer management
3. 3-5 yrs. experience as a Permit Technician
4. ICC Permit Tech Certification
5. ICC Zoning Inspector Certification or ability to obtain within the first year
6. In-house Zoning Exam Certification

A comparable amount of training and experience may be substituted for the minimum qualifications



PHYSICAL REQUIREMENTS:

Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling.

SPECIAL REQUIREMENTS:

Ability to obtain and maintain a valid driver's license

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

P&I: 6/2022



JOB TITLE:	Permit Coordinator	GRADE:	12
DEPARTMENT:	Permits and Inspections	FLSA STATUS:	Non-Exempt
REPORTS TO:	Chief of Permitting		

GENERAL DEFINITION OF WORK:

Serves as a supervisor to lead the front office Permitting staff under the direction of the Chief of Permitting, to help facilitate the day-to-day operations of the Division of Permits & Inspections through customer service and compliance of permitting policies and procedures to ensure effectiveness and efficiency. Assists the other Permit Technicians and Sr. Office Associate with assignment of work and enforcement of permitting policies and procedures. Assists with the coordination and training of permitting staff.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Review building and zoning permits for compliance with the Washington County Zoning Ordinance and Building Codes.
2. Confer with the public on matters pertaining to permitting procedures and zoning regulations.
3. Serves as a liaison between Permitting, Zoning and Engineering to ensure project reviews are completed in a timely manner.
4. Coordinate with other County, State and Federal agencies pertaining to the building permit process.
5. Assist with the training of contractors and the public for online permitting services.
6. Assist with the training of permitting personnel in all phases of the permitting process which includes areas of inspections, permit processing, documentation, enforcement of codes and ordinances.
7. Handles customer complaints and works with the Chief of Permitting to resolve the matters in a timely manner.
8. Provides supervisory guidance and direction to Permit Technicians and Sr. Office Associate relating to all phases of the permitting process.
9. Processes Use and Occupancy Certificates for building permits.
10. Calculates and processes fees for building and trade permits and issues refunds back to customers as applicable.
11. Monitors front lobby to ensure customers are being assisted in a timely manner.
12. Serves as Clerk to various Boards including Animal Control, Electrical and Plumbing/HVAC Boards. Attends monthly meetings and provides administrative assistance as needed.
13. Prepare documents and transcripts for submittal to the County Attorney on cases that have been appealed to Circuit Court.
14. Provides administrative assistance to the Chief of Permitting as needed.

15. Acts on behalf of the Chief of Permitting in the Chief's absence and uses initiative and judgement to see that permitting matters requiring immediate attention are handled in a manner as to minimize the effect of the Chief's absence.
16. Maintains and releases driveway/utility bonds and checks
17. Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Thorough knowledge of basic methods, practices and objectives of permitting ordinances and regulations.
2. Thorough knowledge of the operations of the Division of Permits and Inspections.
3. General knowledge of basic research techniques and report writing.
4. Excellent record keeping ability.
5. Ability to communicate effectively.
6. Capability to establish and maintain an effective working relationship with employees and the public.
7. Ability to maintain strict confidentiality as it relates to employees and personnel issues.

EDUCATION AND EXPERIENCE:

1. Advanced business school or college training in business administration or related field. (Preferred)
2. 3-5 yrs. experience as a Permit Technician (Preferred)
3. ICC Permit Tech Certification or ability to obtain within 12 months
4. In-house Zoning Exam Certification

A comparable amount of training and experience may be substituted for the minimum qualifications

PHYSICAL REQUIREMENTS:

Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine. No significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing, and pulling.

SPECIAL REQUIREMENTS:

Ability to obtain and maintain a valid driver's license

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.



Agenda Report Form

Open Session Item

SUBJECT: Agriculture – June is National Dairy Month

PRESENTATION DATE: Tuesday, June 14, 2022

PRESENTATION BY: Katie Yoder, Multimedia Specialist, Public Relations and Marketing and Leslie Hart, Business Development Specialist

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: National Dairy Month is celebrated every June. As one of Maryland's largest agricultural commodities, milk and dairy products account for \$150.5 million in farm receipts. (2020 data from USDA Economic Research Service) National Dairy month celebrates the value of milk and dairy products as part of a well-balanced diet for every American as well as the importance of milk production to the agricultural industry. All Washington County residents are encouraged to support our 103 county dairy farms and farmers whose labor brings us milk, ice cream, yogurt, cheese and many other nutritious foods. Especially Ice Cream!

DISCUSSION: Washington County is excited to launch the second annual Washington County Ice Cream Trail. The Ice Cream Trail includes 14 locally owned and operated businesses. By participating in the Ice Cream Trail, you are supporting local businesses and local dairy farms! By supporting small businesses and agriculture, you're also supporting the growth and economy of Washington County. As of June 14, 2022, the Washington County Ice Cream Trail map will be available in all 14 local participating ice cream establishments and can be downloaded from the Washington County website. Once you have visited the 14 Ice Cream Trail establishments and your map has been stamped by each location, submit the map to the Washington County Public Relations and Marketing Department. All participants who complete the trail and submit the completed map will receive a free t-shirt and be entered into a raffle for multiple ice cream related prizes.

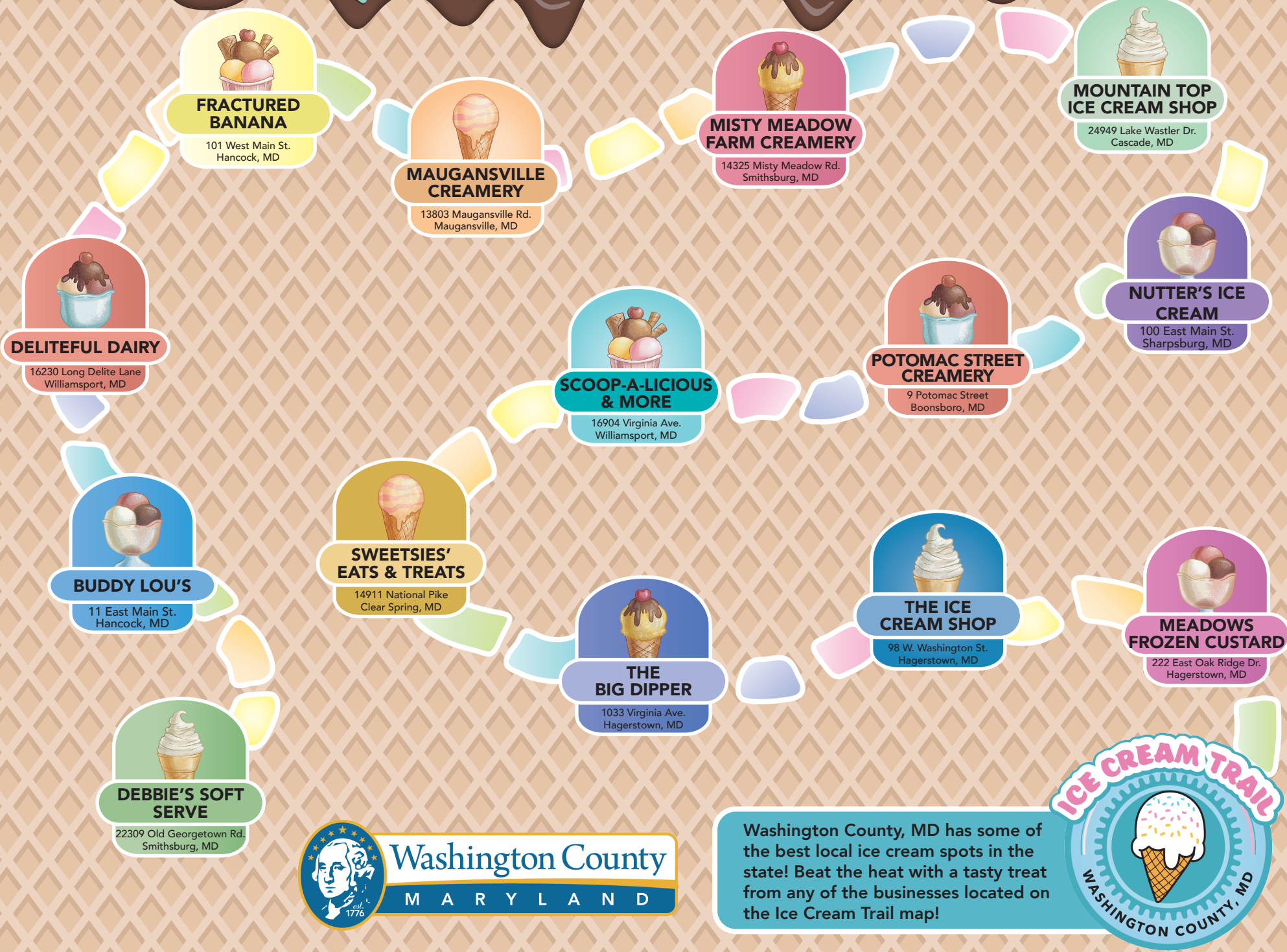
FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Ice Cream Trail print out for each BOCC member along with a small cup of Misty Meadow Farm and Creamery Ice Cream.

AUDIO/VISUAL NEEDS: Yes- Short video will be played as part of the presentation.



Washington County, MD has some of the best local ice cream spots in the state! Beat the heat with a tasty treat from any of the businesses located on the Ice Cream Trail map!





Thank you for participating in Washington County's Ice Cream Trail! Journey to locally-owned ice cream shops across the County to receive a stamp on your Ice Cream Trail map. Once you have completed the trail, select one of the following ways to send us a picture of your completed map and include your name, address and shirt size:

Facebook: @WashingtonCountyMD

Instagram: @washingtoncoMD

Email: pr@washco-md.net

Mail: 100 W. Washington Street, Hagerstown, MD 21740, Suite 1401
#washcoicecreamtrail

Each person that submits a completed map will get a FREE t-shirt and will be entered into a raffle. Multiple winners will be selected to receive prizes. The last day to enter the raffle will be the last day of summer, September 22, 2022.

Did you know??

There are 103 dairy operations in Washington County, Maryland? With a wide variety of cattle breeds and over 13,000 cows, our County boasts the largest number of dairy farms in the state of Maryland! Varieties of cattle include; Holstein, Guernsey, Jersey, Ayrshire, Red and White Holstein, Milking Shorthorn and Brown Swiss. The health benefits and goodness of our local milk go into many products like cheese, butter, yogurt, buttermilk, cream cheese, an assortment of milk flavors and of course, ice cream.

Thank you for supporting local!

By participating in the Ice Cream Trail you are supporting local businesses and local dairy farms! By supporting small businesses and agriculture, you're also supporting the growth and economy of Washington County. Thank you for your business and don't forget to thank a farmer!

Ice Cream Trail Shops

Buddy Lou's - 11 East Main Street, Hanock, MD 21750

Debbie's Soft Serve - 22309 Old Georgetown Rd., Smithsburg, MD 21783

Deliteful Dairy - 16230 Long Delite Lane, Williamsport, MD 21795

Fractured Banana Ice Cream Shop - 101 West Main St., Hancock, MD 21750

Maugansville Creamery - 13803 Maugansville Rd., Maugansville, MD 21750

Meadows Frozen Custard - 222 East Oak Ridge Dr., Hagerstown, MD 21740

Misty Meadow Farm Creamery - 14325 Misty Meadow Road, Smithsburg, MD 21783

Mountain Top Ice Cream Shop - 24949 Lake Wastler Drive, Cascade, MD 21719

Nutter's Ice Cream - 100 East Main Street, Sharpsburg, MD 21782

Potomac Street Creamery - 9 Potomac Street, Boonsboro, MD 21713

Scoop-A-Licious & More - 16904 Virginia Ave., Williamsport, MD 21795

Sweetsies' Eats & Treats - 14911 National Pike, Clear Spring, MD 21722

The Big Dipper - 1033 Virginia Ave., Hagerstown, MD 21740

The Ice Cream Shop - 98 West Washington Street, Hagerstown, MD 21740

Scan the QR code to find out more information on the participating Ice Cream Trail Shops and/or to download the Ice Cream Trail Map.

