



Washington County Health Department

Pennsylvania Avenue, Hagerstown, MD 21742

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RFP-2020-04

INVITATION TO BID

THE WASHINGTON COUNTY HEALTH DEPARTMENT
OF WASHINGTON COUNTY, MARYLAND
1302 PENNSYLVANIA AVENUE
HAGERSTOWN, MD 21742
PHONE: 240-313-3216
FAX: 240-313-3301

DATE ISSUED: August 12, 2019

SNOW REMOVAL SERVICES

PRE-BID CONFERENCE

DATE/TIME AND LOCATION: **Tuesday, August 20, 2019 at 9:00 A.M.**

Washington County Health Department
Conference Room 313
Third Floor, 1302 Pennsylvania Avenue
Hagerstown, MD 21742

BID SUBMISSION LOCATION:

Washington County Health Department
Division of Administration – Purchasing Office, Room 306
1302 Pennsylvania Avenue
Hagerstown, MD 21742

BID SUBMISSION DEADLINE

AND BID OPENING TIME: **No later than 10:00 A.M., Tuesday, September 10, 2019**

If indicated below (√) and not waived by the Washington County Health Department, 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-2020-04
Snow Removal Services

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Washington County Health Department Snow Removal Services RFP-2020-04

To all perspective bidders:

The Washington County Health Department of Washington County, Maryland (hereinafter WCHD) will accept sealed bids for snow removal services at 1302 Pennsylvania Avenue, 731, 738, 740, 745, 749, 750 Hospital Way all in Hagerstown, Maryland and 5980/5989 Cullen Drive, Sabillasville, MD. Snow removal of parking lots, entryways and sidewalks at all locations are included in this invitation. Snow removal at entryways and sidewalks may be done by shoveling or with a snow blower whichever is more cost effective for the WCHD. Snow removal shall begin at three (3) inches and every three inches thereafter. If parking, entry ways and sidewalks have ice only, calcium chloride or a substance safe for concrete should be applied immediately. Bid documents are available immediately from the Washington County Health Department website:

All bids must be enclosed in a sealed opaque envelope marked **“SEALED BID – (RFP-2020-04) SNOW REMOVAL SERVICES”** and be received and time stamped by the Washington County Health Department, 1302 Pennsylvania Avenue, Room 313, Hagerstown, MD 21742 no later than **Tuesday, September 10, 2019 at 10:00 A.M.** in after which time they will be publicly opened in the Conference Room mentioned below. All interested parties are invited to be present.

A Pre-Bid Conference will be held on **Tuesday, August 20, 2019 at 10:00 A.M.** at the 1302 Pennsylvania Avenue, 3rd Floor Conference Room 313. **Attendance is mandatory for those bidders interested in bidding**

Site tours will be held beginning at 9:00 a.m. prior to the Pre-Bid for 1302 Pennsylvania Avenue and the Hospital Way location. Meet at 750 Hospital Way at 9:00 a.m. The Pre-Bid will be held immediately after the site tour. **No other accommodations shall be made.** Following the Pre-Bid, interested parties may follow Steve Christman to Cullen Drive location.

NOTE: All interested Bidders must stop at the Reception Office prior to going to the Third Floor Conference Room for the Pre-Bid Conference.

Washington County Health Department 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 Washington County Health Department does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact Brenda Cole at 240-313-3216; Steve Christman at 301-331-7174 or TTY 240-313-3391 to make arrangements prior to the Pre-Bid and/or Bid Opening.

WCHD reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. WCHD 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 WCHD and Washington County.

By Authority of:

A handwritten signature in black ink, appearing to read 'D. Triplett', written over a horizontal line.

Daniel Triplett
Director, Division of Administration
WASHINGTON COUNTY HEALTH DEPARTMENT
OF WASHINGTON COUNTY, MARYLAND

WASHINGTON COUNTY HEALTH DEPARTMENT
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 Health Department's Purchasing Agent or (hereinafter "Purchasing Agent"), 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 WCHD 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 Health Department Purchasing Office 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 Purchasing Agent, agrees to an extension.
2. **Bids for All or Part:** Unless otherwise specified by the Washington County Health Department or by the Bidder, WCHD reserves the right to make award on all items, or on any of the items according to the best interests of WCHD. 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 WCHD.
3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Purchasing Agent, 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.

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 proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County or Washington County Health Department upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County or WCHD, or had failed to perform faithfully any previous contract with the County or WCHD. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Agent 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 Purchasing Agent whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Agent 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.

WCHD 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 WCHD 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. WCHD 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 or WCHD 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 WCHD, 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 WCHD 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 insure 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 No. P-4*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Office 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 WCHD. If any of

the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to WCHD at least ten (10) calendar days prior to the expiration.

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:

Brenda Cole – Purchasing Agent
Washington County Health Department
Division of Administration, Purchasing Office
1302 Pennsylvania Avenue, Room 306
Hagerstown, MD 21742
FAX: 240-313-3344

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 WCHD 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. WCHD shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE WASHINGTON COUNTY HEALTH DEPARTMENT. 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 WCHD 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:** WCHD 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 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 Purchasing Agent.
19. **Officers Not to Benefit:** No member of the elected governing body of Washington County or the Washington County Health Department, 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 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 WCHD.

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. **Proposal Forms:** Bids shall be submitted only on the forms provided by WCHD. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to WCHD 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 Health Department Purchasing Office 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 WCHD. *Facsimile 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.
24. **Reservations:** WCHD 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 WCHD and/or the County. WCHD 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. WCHD 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 WCHD. WCHD 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 WCHD.
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 WCHD's list 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 WCHD's written approval prior to bid opening. Substitution requests must be received in the Purchasing Office 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. WCHD is exempt from State of Maryland Sales Tax. WCHD's Maryland Sales Tax Exemption Number is 30001292. 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 WCHD) and return it to the Purchasing Agent.
- d. WCHD 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 WCHD 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 WASHINGTON COUNTY HEALTH DEPARTMENT 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 WASHINGTON COUNTY HEALTH DEPARTMENT 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 WCHD, 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 WCHD 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 Office 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 Office that a sample

is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Purchasing Office shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Office" and each sample shall bear the name 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 WCHD'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 Purchasing Agent 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 Purchasing Agent 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 WCHD 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 WCHD 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 WCHD.
- 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) 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 WCHD 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:** WCHD 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 WCHD all such information and data for this purpose as WCHD may request. WCHD reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy WCHD 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 Purchasing Agent 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 or to WCHD on a debt or contract or is a defaulter on surety to the County or to WCHD.
 - 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 Purchasing Agent 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 WCHD 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, WCHD will not be required to accept delivery of any balances unorderd, as of the contract expiration date; unless Bidder furnishes the Purchasing Agent with a statement of unorderd 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, WCHD 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 WCHD for the purchase of such articles. WCHD'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 WCHD unless made in writing and signed by WCHD or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by WCHD 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 WCHD for costs to WCHD 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 Purchasing Agent, 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 WCHD contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by WCHD 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 WCHD Purchasing Agent shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by WCHD 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 WCHD, 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 WCHD 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 WCHD, 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 WCHD, in accordance with each agencies/jurisdictions 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 or WCHD 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 Purchasing

Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, WCHD 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 Purchasing Agent.
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 WCHD Purchasing Agent, 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 Purchasing Agent 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 WCHD in accordance with this clause in whole, or from time to time in part, whenever WCHD shall determine that such termination is in the best interest of WCHD. WCHD 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 WCHD. 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 Purchasing Agent or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent shall constitute authority for the Purchasing Agent 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 WCHD, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or WCHD 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 WCHD 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 Health Department 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, WCHD 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 WCHD. 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 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or State Holidays, unless otherwise arranged with WCHD.

RFP-2020-04
SNOW/ICE REMOVAL

SUPPLEMENTAL TERMS AND CONDITIONS

1. General Requirements

This invitation is for the solicitation and receipt of sealed bids for snow and ice removal services for the parking lot, entryways and sidewalks at 1302 Pennsylvania Avenue, 731, 738, 740, 745, 749 and 750 Hospital Way and 5980/5989 Cullen Drive, Sabillasville, MD. The 5980/5989 Cullen Drive and all Hospital Way locations are 24-hour facilities. **The 24-hour facilities must be kept open at all times.** The successful bidder will remove snow/ice beginning at three (3) inches and every three (3) inches thereafter. If only ice is on parking lot, sidewalks and entry ways, calcium chloride or a substance safe for concrete is to be applied immediately. The parking lot if ice covered, salt is to be applied immediately. The contractor shall apply salt to the parking lot at each plowing but the contractor is to be conscientious about the amount of salt applied. The contractor shall not over-apply salt on to the parking lots. Contractor is to take special care when plowing as not to damage State, employee or client vehicles or property of the WCHD.

The Washington County Health Department does not guarantee a minimum or maximum number of times plowing/shoveling services will be utilized. The bid page and the quantity are used for tabulation and award purposes only.

2. Workforce/Personnel Requirements

The Contractor is responsible for providing a sufficient number of employees and equipment to assure compliance with Specifications. The Bidder shall have an English-speaking representative available at all times when work is in progress so that instructions may be received from any designated Washington County Health Department Representative. Failure of the Bidder, or the Bidder's representative, to be present at the site shall invoke the liquidated damages clause.

3. Bidder's Qualifications:

If requested, and in addition to the requirements of Section 5 of the "Award" section of the General Conditions and Instructions to Bidders contained herein, the Bidder shall submit evidence that he maintains a permanent place of business and has had at least three (3) successful years of experience in providing snow removal services at other facilities, has available or can obtain personnel, and has equipment and financial resources to undertake and perform the contract properly and expeditiously.

4. **Form of Contract**

- a. The successful Bidder(s) shall promptly enter into a contract with the WCHD in a form approved by the WCHD within ten (10) days after notification of award. The contract shall tentatively commence November 1, 2019 and end June 30, 2020 with an option by the Washington County Health Department to renew for up to two (4) additional consecutive one (1) year periods, subject to written notice given by the Washington County Health Department at least ninety (90) calendar days in advance of its expiration date. If the Bidder wishes to renew the contract, he/she must submit a letter of intent to the Washington County Health Department Purchasing Agent at least one hundred twenty (120) calendar days prior to the expiration of the contract. The Washington County Health Department reserves the right to accept or reject any request for renewal period. All other terms and conditions shall remain unchanged.
- b. The WCHD may, at any time, make changes in the scope of the work to be performed. If such changes are material and cause an increase or decrease in the cost, an equitable adjustment shall be made based on a mutual agreement between the parties. No material change in the scope of work or in the cost of performing because of a material change may be made by the Contractor or WCHD without a mutual agreement as stated above. No material change shall be made by one party, whether or not it results in an increase or decrease in cost, without the written consent of the other.
- c. The Washington County Health Department does not guarantee a minimum or maximum number of times plowing/shoveling services will be utilized. The bid page and the quantity is used for tabulation and award purposes only.
- d. Either party shall have the right to cancel this contract or any portion of this contract upon thirty (30) calendar days' written notice to the other party.

5. **Funding**

If the WCHD fails to appropriate funds or if funds are not otherwise made available for continued performance for any portion of a contract term or fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the period or fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the WCHD's rights 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 WCHD from future performance of the Contract, but not from rights and obligations existing at the time of termination. The WCHD 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 or portion of any term.

6. **Payment/Reimbursement**

The Contractor will be paid in full following snow removal services and the submission of an itemized invoice including the dates and time of plowing/shoveling and the amount of salt and calcium chloride used. The calcium chloride, salt, shoveling and plowing should be itemized separately per location. Contractor shall submit invoices after each plowing or monthly whichever is best for the Contractor. The invoice should be mailed to Brenda Cole, Purchasing Office, 1302 Pennsylvania Avenue, Room 306, Hagerstown, MD 21742 or emailed to wchd.invoice@maryland.gov.

7. **Responsibility of Bidder:**

- a. Each Bidder submitting a proposal for this work shall first examine the sites, verify any dimensions pertinent to the work, and thoroughly satisfy himself/herself to the conditions under which he/she shall operate or that shall in any manner affect any work under his/her Contract. The Bidder shall accept the sites as he/she finds them. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Bidder for negligence in this respect.
- b. Bidder is responsible for all their own equipment and supplies. Equipment and supplies are not allowed to remain onsite at the WCHD.

7. **Compliance with Federal HIPAA and State Confidentiality Law**

- a. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164, and with the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) that establishes liability for breaches to the security of Protected Health Information (PHI). The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq. MCMRA). This obligation includes:
 1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA, HITECH, and State MCMRA, and making the transmission of all electronic information compatible with the federal HIPAA requirements;
 2. Providing training and information to employees regarding confidentiality obligations for health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract;
 3. Immediately reporting to WCHD Purchasing Office any suspected breach of Protected Health Information; and

4. Otherwise providing good information management practices regarding all health information and medical records.
 - b. Based on the determination by the WCHD that the functions to be performed in accordance with the Specifications beginning on page 21 constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Attachment A. The fully executed business associate agreement must be submitted within ten (10) working days after notification of selection, or within ten (10) days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the WCHD determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Purchasing Agent upon review of the Office of the Attorney General and approval of the Secretary of the Maryland Department of Health and Mental Hygiene, may withdraw the recommendation for award and make the award to the next qualified offeror.
 - d. Protected Health Information as defined in the HIPAA regulations at 45 CFR §§160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.
8. **Indemnification and Insurance Coverage:** The contractor shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy*, a copy of which is included herein, prior to the execution of the Contract.
9. **Interpretations, Discrepancies, Omissions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 13; no requests received **after 4:00 P.M. on Tuesday, August 27, 2019** shall be considered. All correspondence in regard to this bid shall be directed to and issued by the Washington County Health Department Purchasing Office. **Direct all inquiries to the Purchasing Agent, Brenda Cole, telephone 240-313-3216.**
10. **Pre-Bid Conference:** A Pre-Bid Conference is scheduled for **Tuesday, August 20, 2019, at 9:00 A.M.** at the Washington County Health Department Conference Room 313; 1302 Pennsylvania Avenue, Hagerstown, Maryland is requested. Attendance is not mandatory but is strongly encouraged. Bidders wishing to visit the site will be given the opportunity to do so with the Owner's Representative immediately following the Pre-Bid Conference.
11. **Substitutions:** N/A

RFP-2020-04
SNOW/ICE REMOVAL SERVICES

SCOPE OF WORK / SPECIFICATIONS

1. Scope of Work

- A. The Contractor shall be responsible for the plowing of snow/ice in the parking lots of 1302 Pennsylvania Avenue, 731, 738, 740, 745, 749, and 750 Hospital Way, Hagerstown, MD and 5980/5989 Cullen Drive, Sabillasville, MD. The 5980/5989 Cullen Drive and all Hospital Way locations are 24-hour facilities. **The 24-hour facilities must be kept open at all times.**
- B. Snow is to be plowed beginning at three (3) inches and every three (3) inches thereafter.
- C. If ice is apparent salt should be immediately applied on parking lots and calcium chloride on entryways and sidewalks.
- D. Sidewalks and entryways are to be shoveled and or a snow blower used at each plowing.
- E. Salt is to be applied at each plowing and calcium chloride or a substance that is safe for concrete may be applied to the entryways and sidewalks, but must be efficient to melt the snow/ice for the safety of employees and clients.
- F. Snow and ice is to be removed promptly from the handicap spaces to allow clear and safe access for handicap employees and clients.
- G. Parking lot, sidewalks and entryways must be cleared before 7:00 a.m.
- H. Snow is not to be plowed toward sidewalks.
- I. Cost adjustments for any reason, including fuel will not be allowed during the term of the contract.
- J. The utmost care is to be taken when plowing the parking lots not to damage any surrounding vehicles and property.

2. Notice to Proceed

Notice to Proceed shall be given to the successful Contractor(s) within 30 days from receipt of bids.

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

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

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

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

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 Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

Policy P-4

3. **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.

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

Minimum Limits Required:

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

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

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

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

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

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

Bidder's Name

**WASHINGTON COUNTY HEALTH DEPARTMENT OF WASHINGTON COUNTY, MARYLAND
PURCHASING OFFICE**

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>
___	___	WASHINGTON COUNTY PUBLIC SCHOOLS
___	___	WASHINGTON COUNTY HEALTH DEPARTMENT
___	___	OTHER WASHINGTON COUNTY MUNICIPALITIES
___	___	HAGERSTOWN COMMUNITY COLLEGE
___	___	CITY OF HAGERSTOWN
___	___	FREDERICK COUNTY COMMISSIONERS
___	___	OTHER FREDERICK COUNTY MUNICIPALITIES
___	___	ALLEGANY COUNTY COMMISSIONERS
___	___	BOARD OF EDUCATION OF ALLEGANY COUNTY
___	___	OTHER ALLEGANY COUNTY MUNICIPALITIES
___	___	ALLEGANY COMMUNITY COLLEGE
___	___	CITY OF FROSTBURG
___	___	CITY OF CUMBERLAND
___	___	GARRETT COUNTY - GENERAL SERVICES
___	___	BOARD OF EDUCATION OF GARRETT COUNTY
___	___	OTHER GARRETT COUNTY MUNICIPALITIES
___	___	GARRETT COUNTY COMMUNITY COLLEGE
___	___	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

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 Washington County Health Department's property. The Washington County Health Department 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 Washington County Health Department 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 Washington County Health Department. 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 _____ Addendum No. 2 _____ Addendum No. 3 _____
Addendum No. 4 _____ Addendum No. 5 _____ 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;
- (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: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

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

Bidder's Name

**BID NO. RFP-2020-04
INVITATION TO BID**

**THE WASHINGTON COUNTY HEALTH DEPARTMENT
OF WASHINGTON COUNTY, HAGERSTOWN, MARYLAND**

SNOW REMOVAL SERVICES

FORM OF PROPOSAL

Project: Provide Snow Removal Services which include parking lot, entryways and sidewalks at the 1302 Pennsylvania Avenue, 731, 738, 740, 745, 749, and 750 Hospital Way, Hagerstown, MD and 5980/5989 Cullen Drive, Sabillasville, MD. The 5980/5989 Cullen Drive and all Hospital Way locations are 24-hour facilities. **The 24-hour facilities must be kept open at all times.**

We hereby submit our proposal to the Washington County Health Department for Snow Removal Services including parking lots, entryways and sidewalks to the locations above.

REMARKS/EXCEPTIONS:

#PUR-2020-04

SNOW REMOVAL SERVICES

**FORM OF PROPOSAL #1
SNOW REMOVAL SERVICES**

1302 Pennsylvania Avenue, Hagerstown, MD 21742

Item	Description	Unit	Estimated Qty.	Unit Price	Total Price
1	Snow Removal – 1302 Pa Ave. (FLAT RATE) _____ Dollars (Unit Price Written)	Ea.	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
2	Entryways/Sidewalks – 1302 Pa. Ave. (FLAT RATE) _____ Dollars (Unit Price Written)	Hour	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
3	Calcium Chloride – per application 1302 Pa. Ave. – (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
4	Salt – per application – 1302 Pa. Ave. – (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
5	EXTENDED TOTALS (Total of Item 1, 2, 3 & 4) _____ Dollars (Total Bid Price Written)				\$ _____ (Figures) (Unit Price x Qty.)

SNOW REMOVAL SERVICES

**FORM OF PROPOSAL #2
SNOW REMOVAL SERVICES**

(731, 738, 740, 745, 749 and 750 Hospital Way, Hagerstown, MD 21742)

Item	Description	Unit	Estimated Qty.	Unit Price	Total Price
1	Snow Removal – 731,738,740,745,749 and 750 Hospital Way – (FLAT RATE) _____ Dollars (Unit Price Written)	Ea.	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
2	Entryways/Sidewalks – 731,738,740,745,749 and 750 Hospital Way – (FLAT RATE) _____ Dollars (Unit Price Written)	Hour	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
3	Calcium Chloride – per application 731,738,740,745,749 and 750 Hospital Way (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
4	Salt – per application 731,738,740,745,749 and 750 Hospital Way (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
5	EXTENDED TOTALS (Total of Item 1, 2, 3 & 4) _____ Dollars (Total Bid Price Written)				\$ _____ (Figures) (Unit Price x Qty.)

SNOW REMOVAL SERVICES

**FORM OF PROPOSAL #3
SNOW REMOVAL SERVICES**

5989/5980 Cullen Drive, Sabillasville, MD 21780

Item	Description	Unit	Estimated Qty.	Unit Price	Total Price
1	Snow Removal – 5980/5989 Cullen Drive, Sabillasville (FLAT RATE) _____ Dollars (Unit Price Written)	Ea.	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
2	Entryways/Sidewalks – 5980/5989 Cullen Drive, Sabillasville (FLAT RATE) _____ Dollars (Unit Price Written)	Hour	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
3	Calcium Chloride – per application 5980/5989 Cullen Drive, Sabillasville (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
4	Salt – per application 5980/5989 Cullen Drive, Sabillasville (FLAT RATE) _____ Dollars (Unit Price Written)	Application	1	\$ _____ (Figures)	\$ _____ (Figures) (Unit Price x Qty.)
5	EXTENDED TOTALS (Total of Item 1, 2, 3 & 4) _____ Dollars (Total Bid Price Written)				\$ _____ (Figures) (Unit Price x Qty.)

SNOW REMOVAL SERVICES

**FORM OF PROPOSAL – TOTAL LUMP SUM BID
SNOW REMOVAL SERVICES**

	TOTAL LUMP SUM BID: (Sum of Bid 1, 2 & 3 item 5 – All locations) <hr/> <p style="text-align: right;">Dollars</p> <p>(Total Bid Price Written)</p>				\$ _____ (Figures)
--	--	--	--	--	-----------------------

WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

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

Contractor _____

Address _____

Telephone _____

Bid Number PUR-2016-02

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

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

forementioned office in the above named Contractor and I affirm the following:

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTE

AUTHORIZATION FOR ACCESS TO RECORDS

I hereby authorize access to any information about me, which may be found in the Criminal Records Central Repository, the Motor Vehicle Administration Driver Records Division, the District Court Criminal System, or any other agency records. I have been advised that this information, together with any other available information may be used as a factor for employment consideration. In this connection the following information is furnished.

Last Name		First Name		Middle Name	Maiden Name	
Street Address				City	County	State Zip
Date of Birth:	Month	Day	Year	Driver's License No.		
Social Security Number				State Issuing Driver's License		
Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male				Height/Weight:		

CONSENT FOR DISCLOSURE OF PERSONAL INFORMATION

I hereby consent to and authorize the release of personal information from my personal records and/or files.

_____ Applicant's Signature _____ Date

APPLICANT DO NOT WRITE BELOW THIS LINE

_____ Person Requesting Record Check _____ Title _____ Date

The District Court has no objection has an objection to hiring the above person for employment.

_____ Signature _____ Date _____ Title

Comments: _____

ATTACHMENTS

Business Associate Agreement

Form W-9

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement is made this day of _____, 2019, between _____, a unit of the Maryland Department of Health (the Department), and _____ (the Contractor), a contractor to the Department under contract _____ (the Primary Contract).

I. PURPOSE AND SCOPE

- A. For good and lawful consideration as set forth in the Primary Contract, the Department and the Contractor enter into this agreement for the purpose of ensuring compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations (45 CFR Parts 160 and 64) and the Maryland Confidentiality of Medical Records Act (MCMRA).
- B. This agreement applies to the conduct of the Contractor in connection with protected health information anticipated to be provided to, collected, maintained or used by the Contractor in connection with its performance under the Primary Contract.

II. DEFINITIONS

- A. The terms used in this Agreement have the meanings set forth in the Privacy Rule, 49 CFR Parts 160 and 164, and as set forth subsection B of this section.
- B. As used in this agreement the following terms have the meanings indicated:
 - 1.) "Department" means the Maryland State Department of Health.
 - 2.) "Designated Record Set" means a group of records maintained by or for the Department that is (i) the medical records and billing records about individuals maintained by or for the Department, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the Department to make decisions about individuals. As used in this Agreement, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for the Department. (45 CFR §164.501)
 - 3.) "Disclosure" means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information. (45 CFR §164.501)

- 4.) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. 1320a-7(c)(a)(5), and 1320d-2 and 1320d-4.)
- 5.) "Individual" has the same meaning as the term "individual" in 45 CFR §164.501 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
- 6.) "MCMRA" means the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health-General, §4-301 et seq.
- 7.) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 8.) "Protected health information" as defined in the Privacy Rule §§160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer. For purposes of this Agreement, protected health information is limited to the information created or received by the Contractor from or on behalf of the Department.
- 9.) "Required by law" means a mandate contained in law that compels an entity to make use or disclosure of protected health information that is enforceable in a court of law, and includes but is not limited to the itemized activities set forth in 45 CFR §164.501.
- 10.) "Secretary" means the Secretary of the Department of Health and Human Services or his designee.
- 11.) "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information. (45 CFR §164.501)

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

A. The Contractor agrees to use or disclose protected health information only as permitted or required by the Privacy Rule, this Agreement, or as otherwise required by law.

B. Except as otherwise provided in this Agreement, the Contractor may:

Use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Department as specified in the Primary Contract, provided that the use or disclosure would comply with the Privacy Rule if done by the Department, is consistent with the MCMRA, and complies with the Department's minimum necessary policies and privacy practices and procedures;

- 1.) Use protected health information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor; and
 - 2.) Disclose protected health information to a third party as necessary to carry out its obligations under the Primary Contract, for proper management and administration of the Contractor or to carry out the Contractor's legal responsibilities if:
 - a.) The disclosure is required by law;
 - b.) The Contractor obtains reasonable assurances from the third party to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and
 - c.) The third party notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached; and
 - d.) Use protected health information to provide data aggregation services to the Department as permitted by 42 CFR §164.504(e)(2)(i)(B).
- C. The Contractor may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with §164.502 (j)(1).

IV. CONTRACTOR REQUIREMENTS

- A. The Contractor agrees to implement appropriate safeguards to prevent use or disclosure of the protected health information other than as provided in section III of this Agreement, including:
- 1.) Limitation of the amount of protected health information used or disclosed pursuant to Section III of this Agreement to the minimum necessary to carrying out the functions of the Primary Contract and to otherwise achieve the purposes of the use and disclosure;
 - 2.) Taking steps to protect the physical security of and prevent unauthorized access to the protected health information, furnishing the Department with a written description of these steps, and allowing representatives of the Department access to premises where the protected health information is maintained for the purpose of inspecting the physical security arrangements; and
 - 3.) Requiring each of its employees having involvement with protected health information to comply with applicable laws and regulations relating to confidentiality of protected

health information, including the provisions of this Agreement and the Maryland Confidentiality of Medical Records Act. B. The Contractor agrees to:

- 1.) Mitigate, to the extent practicable, any harmful effect that is known to Contractor, of a use or disclosure of Protected health information by Contractor in violation of the requirements of this Agreement;
- 2.) Report to the Department any use or disclosure of the protected health information not consistent with this Agreement of which it becomes aware within 5 days of the time it becomes aware of the use of disclosure;
- 3.) Ensure that any agent, including a subcontractor, agrees to the same restrictions and conditions that apply to the Contractor with respect to any protected health information provided to the agent that is received from, or created or received by Contractor on behalf of the Department;
- 4.) Provide access, at the request of the Department, and in the time and manner directed by the Department, to protected health information in a designated record set maintained by the Contractor, to the Department or, as directed by the Department, to an individual in order to meet the requirements under 45 CFR §164.524;
- 5.) Make any amendment(s) to protected health information in a designated record set maintained by the Contractor that the Department directs or agrees to pursuant to 45 CFR §164.526 at the request of the Department or an individual, and in the time and manner directed by the Department;
- 6.) Make available to the Department, and to the Secretary, in a time and manner directed by the Department or designated by the Secretary, any protected health information received from, or created or received by Contractor on behalf of the Department, as well as any internal practices, books, and other records relating to the use and disclosure of protected health information, for purposes of the Secretary determining the Department's compliance with the Privacy Rule;
- 7.) Document disclosures of protected health information and information related to such disclosures as would be required for the Department to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528; and
- 8.) Provide to the Department or an individual, in time and manner directed by the Department, information collected in accordance with subsection (7) of this section, to permit the Department to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

- C. Upon termination of the Primary Contract, the Contractor agrees that, except as provided in subsection V(C) of this Agreement, all of the protected health information provided by the Department to the Contractor, or created or received by the Contractor on behalf of the Department pursuant to the Primary Contract will be destroyed or returned to the Department.

V. TERM AND TERMINATION

- A. This Agreement shall be effective as of _____. It shall remain in effect unless otherwise terminated for the entire term of the Primary Contract including any extensions, options or modifications, or, as appropriate, in accordance with the requirements of paragraph (C) of this subsection.
- B. Upon the Department's knowledge of a material breach by Contractor, the Department will either:
- 1.) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement for cause if the Contractor does not cure the breach or end the violation within the time specified by the Department;
 - 2.) Immediately terminate this Agreement for cause if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - 3.) If neither termination nor cure is feasible, report the violation to the Secretary.
- C. Effect of Termination of this Agreement

Except as provided in paragraph 2 of this section, upon termination of this Agreement for any reason, the Contractor shall return or document the destruction of all protected health information received from the Department, or created or received by the Contractor on behalf of the Department. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

If the Contractor believes that returning or destroying the protected health information is infeasible, the Contractor shall provide to the Department notification of the conditions that make return or destruction infeasible. If the Department agrees that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of this Agreement to the protected health information and limit further uses and disclosures of the protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains the protected health information.

Termination of this Agreement for cause pursuant to this subsection may be viewed by the Department as a breach of the Primary Contract and grounds for termination in accordance with the default termination clause of the Primary Contract.

VI. MISCELLANEOUS

- A. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- B. The Parties agree to take such action to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the Privacy Rule and HIPAA.
- C. The respective rights and obligations of the Contractor under Section V(C) of this Agreement shall survive the termination of this Agreement.
- D. Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the Privacy Rule.

VII. COMPLIANCE WITH STATE LAW

The Contractor acknowledges that by accepting the protected health information from the Department, it becomes a holder of medical records information under the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 et seq) and is subject to the provisions of that law. If the HIPAA Privacy Rule and the MCMRA conflict regarding the degree of protection provided for protected health information, the

For the Contractor

For the Department

By: _____
Signature

By: _____
Signature

Name (Type or Print) Date

Name (Type or Print) Date

Title

Title

Contractor shall comply with the more restrictive protection requirement.

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <i>Note:</i> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </p> <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p> <p style="text-align: right;">Requestor's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.