



BID NO. RFP-2022-07

**INVITATION TO BID
BY
THE WASHINGTON COUNTY HEALTH DEPARTMENT
1302 PENNSYLVANIA AVENUE
HAGERSTOWN, MD 21742
PHONE: 240-313-3216
FAX: 240-313-3301**

DATE ISSUED: October 24, 2022

COVID Videos Drive Thru POD Setup & Operation

**PRE-BID CONFERENCE DATE/
TIME AND LOCATION:**

Wednesday, November 2, 2022 at 10:00 A.M.
Washington County Health Department
1302 Pennsylvania Ave. Room 207
Hagerstown, MD 21742

SUBMIT BIDS TO:

Washington County Health Department
1302 Pennsylvania Avenue
Third Floor, Room 306
Hagerstown, MD 21742

**BID SUBMISSION DEADLINE
AND BID OPENING TIME:**

No later than 2:00 P.M., Friday, Dec. 2, 2022
No late bids will be accepted.

BID OPENING LOCATION:

Washington County Health Department
3rd Floor Conference Room 313
1302 Pennsylvania Avenue
Hagerstown, MD 21742

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

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

_____ A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

_____ A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

**RFP-2022-07
INVITATION TO BID**

COVID Videos Drive Thru POD Setup & Operation

The Washington County Health Department of Washington County, Maryland, (WCHD) will accept Sealed Bids from qualified companies to produce videos for our Health Planning & Strategic Initiatives (HPSI) and Public Health Emergency Planner (PHEP) at the Washington County Health Department at 1302 Pennsylvania Ave., Hagerstown, MD 21742. WCHD would like to see the vendor price out the videos separately on your bids as we may not have allocated enough funds to purchase all videos.

Bid documents are available immediately from the Washington County Health Department website: <https://washcohealth.org> or emma.maryland.com. Inquiries should be directed to Michelle Hutchinson at michelle.hutchinson@maryland.gov.

All bids must be enclosed in a sealed opaque envelope bearing the Bidder's name and marked "**Sealed Bid - COVID Videos-Drive Thru POD Setup & Operation**" and be received and time stamped in the Washington County Health Department, Third Floor, Room 306, 1302 Pennsylvania Avenue, Hagerstown, MD 21742, no later than **2:00 P.M., Friday, December 2, 2022**, after which time they will be publicly opened in the Washington County Health Department, Third Floor Conference Room 313, 1302 Pennsylvania Avenue, Hagerstown, MD 21742. All interested bidders are invited to attend.

A Pre-Bid Conference will be held on **Wednesday, November 2, 10:00 A.M.**, at the Washington County Health Department, 1302 Pennsylvania Ave., Rm 207, Hagerstown, MD. Attendance at this conference is not mandatory for those wishing to submit a proposal, but it is strongly encouraged.

Washington County Health Department shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services, and shall allow these sources the maximum feasible opportunity to compete for contracts. The Washington County Health Department does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact Michelle Hutchinson at 240-313-3216 Voice, TTY 240-313-3391, to make arrangements no later than five (5) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Washington County Health Department 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 and technicalities in the best interest of WCHD and Washington County.

By Authority of:

Daniel Triplett
Administrator

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 Purchasing Agent (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 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 WCHD or by the Bidder, the WCHD reserves the right to make award on all items, or on any of the items according to the best interests of the 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 the 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 upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the WCHD/County. 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 the 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. The 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 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 the 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 the 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 Subcontractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

12. Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to

the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the WCHD. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the 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:

Michelle Hutchinson – Purchasing Agent
Washington County Health Department
1302 Pennsylvania Avenue, Room 306
Hagerstown, MD 21742
Fax: 240-313-3344
Email: Michelle.hutchinson@maryland.gov

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the 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. The WCHD shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE WCHD. No requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions will be considered.

- 14. Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
- 15. Late Bids:** Formal bids or amendments thereto received by the 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:** The 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, WCHD/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 WCHD, 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 WCHD, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the 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 the WCHD. The Bidder shall submit two (2) copies, one with original signature, sealed to the 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 Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the WCHD. ***Facsimile Bids will not be accepted.***
22. **Reservations:** The 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 the WCHD. The 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. The 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 the WCHD. The 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 the WCHD.

- 23. 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 lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
- 24. Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the WCHD’s written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
- 25. Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. The County is exempt from State of Maryland Sales Tax. The WCHD Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
 - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
 - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the WCHD) and return it to the Purchasing Agent.
 - d. The 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 WCHD may reject the bidder’s bid."

26. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Washington County Health Department. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.

2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Washington County Health Department prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the 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 the 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 Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Purchasing Agent shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" 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 the 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 the 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 the 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 the 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 the 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:** The 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 the WCHD all such information and data for this purpose as the WCHD may request. The WCHD reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the 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 WCHD on a debt or contract or is a defaulter on surety to the 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 the 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, the WCHD will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
- 7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the 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 each WCHD department/agency for the purchase of such articles. The 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 the WCHD unless made in writing and signed by the WCHD or its authorized agent.

3. **Default:** The contract may be canceled or annulled by the 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 the WCHD for costs to the 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 the 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 the 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 the 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 the 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 the County, it is intended to apply for the benefit of the above named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/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 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, the 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:

12. **Termination for Convenience:** The performance of work under this Contract may be terminated by the WCHD in accordance with this clause in whole, or from time to time in part, whenever the WCHD shall determine that such termination is in the best interest of the WCHD. The 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 the 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 the WCHD, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the 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 the 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, the 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 the 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 WCHD Holidays, unless otherwise arranged by an individual Department/Agency.

COVID Videos POD Setup & Operation

TERMS AND CONDITIONS

1. **Introduction :** The Washington County Health Department of Washington County, Maryland (hereinafter called “WCHD”) is requesting Qualifications & Experience/ Technical Proposals and Price Proposals from media/video production firms/companies to develop & create, in consultation with the WCHD Health Planning & Strategic Initiatives (HPSI) Division and Public Health Emergency Planner (PHEP), a series of informational and educational videos to promote public awareness and understanding of Points of Dispensing (PODs), train staff and volunteers in the event of a real-world emergency response, assist with new employee on-boarding, and increase the reach of information dissemination on other emergency preparedness/response topics to at-risk communities and populations. WCHD would like to see the vendor price out the videos separately on your bids as we may not have allocated enough funds to purchase all the videos.

2. **Bidder’s Qualifications:**
 - a. A Bidder, if requested, shall submit evidence that the company maintains a permanent place of business, has an established business with at least five (5) successful years’ experience in providing such service, has available or can obtain personnel, and has equipment and financial resources to undertake and perform the contract properly and expeditiously if the contract is awarded to him/her.
 - b. **References of three (3) businesses currently being serviced/used by the Contractor for related work shall be supplied with the bid.** The reference information shall include, but need not be limited to, the entity’s name, address, contact person, phone number of the contact person, square footage of the area of your responsibility, and the amount of the contract annually expressed in a dollar amount range. Failure to provide this information may be cause for the bid to be determined non-responsive.

3. **Form of Contract:**
 - a. The successful Bidder shall promptly enter into a contract with the Washington County Health Department in a form approved by the Washington County Health Department within ten (10) days after notification of award. The contract shall tentatively commence on December 1, 2022 and end May 31, 2023.
 - b. If the Consultant fails to comply with the specifications, they will be given thirty (30) calendar days’ Notice for satisfactory services. If the expiration of such thirty (30) calendar days’ notice, the Unsatisfactory to render conditions have not been corrected, the WCHD reserves the right to terminate The contract.

4. **Indemnification and Insurance Coverage:**
 - a. The Contractor shall furnish a certificate of insurance to the Washington County Health Department no later than 10 calendar days from notice of award of the Contract based on the Insurance Requirements for Independent Contractors as outlined in Washington County *Insurance requirements for Independent Contractor’s Policy*, a copy of which is attached herein.
 - b. Fidelity Bonding of Each Employee \$5,000 Each Person

5. Legal Requirements:

The Contractor agrees to comply with all the terms of the Federal Wage and Hour Act, all local and Federal laws, rules, and regulations, and specifically, rules applying to employment of minors, the Executive Order 11246 (Equal Opportunity) and the Occupational Safety and Health Act of 1970. The Contractor shall be responsible for all administration costs, payroll, Federal and Maryland taxes, unemployment compensation costs and insurance.

6. **Liquidated Damages:** Should the selected Contractor fail to perform in accordance with the bid document, and the best practices of the trade, it is understood that the WCHD shall deduct from the invoice an amount equal to \$300.00 Dollars per calendar day, until such time as the performance is in accordance with the specifications, the terms and conditions of the bid, and the best practices of the trade. As evidenced by submitting a bid, it is also understood that this is not a penalty, but is in fact a liquidated damage. No assessments shall be levied that exceeds the Contractor's invoice.

7. **Payment:** Payment shall be made within thirty (30) calendar days of receipt of invoice for Product /Services satisfactorily rendered and approved according to the proposal.

8. Equal Employment:

By signature hereon the Contractor agrees and affirms that he accepts and will conform to the Washington County Affirmative Action Program, which states:

WCHD expects that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex and age.

In addition, the Contractor further certifies that he now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

9. **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 site as he/she finds it. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Bidder for negligence in this respect.
- b. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process and good standing shall be maintained for the duration of the contact. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is : sdat.charterhelp@maryland.gov, and phone number is **410-767-1340 or (888) 246-5941**.

10. **Security:** For security purposes, all Contractor personnel shall wear a photo ID badge in plain sight and above the waist when on WCHD property.

11. **Termination for Convenience:**

The performance of work under this contract may be terminated by the WCHD in accordance with this clause in whole, or from time to time in part, whenever the WCHD shall determine that such termination is in the best interest of the WCHD. The WCHD will pay all reasonable costs associated with this contract, as determined by the WCHD to be reasonable, that the Contractor has incurred up to the date of termination and all reasonable costs, as determined by the WCHD to be reasonable, associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

12. **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 their 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 contract term.

13. **Interpretations, Discrepancies, Omissions:**

Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 12; no requests received after **4:00 P.M. on Wednesday, November 9, 2022 will be considered.**

14. **Award:**

Award shall be made to the responsive, responsible bidder with the lowest total bid.

15. **Competency of Bidder:**

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 **five (5)** successful years of experience to provide said services and has available or can obtain personnel, and has equipment and financial resources to undertake and perform the contract properly and expeditiously if the contract is awarded to him.

16. **Form of Contract:**

- a. The successful Bidder shall promptly enter into a contract with the WCHD in a form approved by the WCHD within ten (10) calendar days after notification of award.
- 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 the 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 WCHD reserves the right to terminate the contract at any time by giving the Contractor written notice ten (10) calendar days prior to the termination date.

17. **Payment/Reimbursement:**

The Contractor will be reimbursed following submission of an invoice for services performed and agreed upon.

18. **Total Base Bid:** WCHD is requesting the vendor to price out each video separately for the work. Depending on the proposal amount WCHD may or may not have allotted funds for all videos. Proposals Must include the cost of any and all permits and/or fees, the cost of all applicable seals and other taxes required by local, state and federal laws, the cost of bonds and insurance required by the General Conditions, the cost of all material, labor, tools, equipment, transportation, landfill user fees, superintending and other services and facilities of every nature whatsoever or as may be necessary to complete the project as described in the specification. Contracts shall be awarded on the basis of the responsive, responsible, low Bidder.

19. 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. 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 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 as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 3. Otherwise providing good information management practices regarding all health information and medical records.
- b. Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Part I 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 B. 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 Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.
- c. 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 an employer.

**COVID Videos POD Setup & Operation
SPECIFICATIONS**

1. Scope of Work:

- A. The media / video production firm / company will develop and create a series of informational and educational videos in accordance with, but not limited to, the following:
- Two (2) videos highlighting a drive-thru POD setup and operation
 1. One (1) version for employees, to train on what a POD is and why it's utilized, what the different POD roles are, how to set-up, operate, and demobilize the POD, & what is expected of staff / volunteers during their time at the POD, etc.
 2. One (1) version for the public, to educate on what a POD is and why it's utilized, what they will be doing / what is expected of them when they attend a POD, etc.
 3. Both screening / dispensing of medications, and administration of vaccination / testing will be highlighted
 4. Must have the capability to be made available to the public via multiple media outlets (WCHD website, Youtube, Facebook, Instagram, Twitter, etc.).
 5. Must have audio recording available in English and Spanish languages.
 6. Must have the capability to include closed captioning in the frequently spoken languages of our community (i.e., including, but not limited to, English, Spanish, French, Arabic, Vietnamese, Portuguese, Ukrainian, and Haitian Creole).
 7. Production firm will collaborate with WCHD, HPSI division, PHEP, and all other project partners on video locations and actor choices.
 8. Production firm will be responsible for securing and safeguarding video shoot locations.
 9. Videos must include actors / players that are demographically representative of the communities the videos will be disseminated in. The production firm will be responsible for auditions and securing actors for video roles.
 10. Videos / closed captioning must be an appropriate reading / comprehension level for the communities they will be disseminated in.
 11. Videos will be no more than 20 minutes in length
 12. **This must be completed by 2/15/2023.**

- **Two (2) videos highlighting a walk/drive through POD setup and operation**

1. One (1) version for employees, to train on what a POD is and why it's utilized, what the different POD roles are, how to stand up, operate, and demobilize the POD, & what is expected of staff / volunteers during their time at the POD, etc.
2. One (1) version for the public, to educate on what a POD is and why it's utilized, what they will be doing / what is expected of them when they attend a POD, etc.
3. Both screening / dispensing of medications, and administration of vaccination / testing will be highlighted
4. Must have the capability to be made available to the public via multiple media outlets (WCHD website, Youtube, Facebook, Instagram, Twitter, etc.).
5. Must have audio recording available in English and Spanish languages.
6. Must have the capability to include closed captioning in the frequently spoken languages of our community (i.e., including, but not limited to, English, Spanish, French, Arabic, Vietnamese, Portuguese, Ukrainian, and Haitian Creole).
7. Production firm will collaborate with WCHD, HPSI division, PHEP, and all other project partners on video locations and actor choices.
8. Production firm will be responsible for securing and safeguarding video shoot locations.
9. Videos must include actors / players that are demographically representative of the communities the videos will be disseminated in.
10. Videos / closed captioning must be an appropriate reading / comprehension level for the communities they will be disseminated in.
11. Videos will be no more than 20 minutes in length
12. **This must be completed by 2/15/2023.**

- **One (1) "How To" video for At-Home Test Kits**

1. Version for the public on how to correctly self-administer an at-home test (step by step video instructions) and submit their test results
2. Must have the capability to be made available to the public via multiple media outlets (WCHD website, YouTube, Facebook, Instagram, Twitter, etc.).
3. Must have audio recording available in English and Spanish languages.
4. Must have the capability to include closed captioning in the frequently spoken languages of our community (i.e., including, but not limited to, English, Spanish, French, Arabic, Vietnamese, Portuguese, Ukrainian, and Haitian Creole).
5. Videos must include actors / players that are demographically representative of the communities the videos will be disseminated in.
6. Videos / closed captioning must be an appropriate reading / comprehension level for the communities they will be disseminated in.
7. Video will be no more than 7 minutes in length.
8. Production firm will utilize video already captured to create a 30-second video for social media use that succinctly informs the public on the basic steps to take an at-home COVID-19 test for rapid results as needed. Video to include a title "slide" and narration of the steps, as well as closed captions to make it easy to understand at an average reading/viewing level. Should be a file sized to work on WCHD social media channels, including Facebook, Instagram, Twitter and Snap Chat. Should meet all licensing/copyright regulations. Video becomes the property of WCHD upon approval and completion.
9. **This must be completed by 2/15/2023.**

1. The media / video production firm / company will develop and create print materials, such as infographics / flyers / brochures, to accompany the "How To" for At-Home Test Kits video. These materials will be disseminated to the public.

a. Materials must be demographically representative of the community they will be disseminated in.

b. Materials must be an appropriate reading / comprehension level for the communities they will be disseminated in.

2. Make available to the WCHD, HPSI Division, PHEP, and all other project partners all project materials developed for an undetermined amount of time.

3. Work with the WCHD, HPSI Division, PHEP, and all other project partners to develop this campaign.

4. Schedule a meeting with the WCHD, HPSI Division, PHEP, and all project partners prior to the start of the

Development of the video series to discuss and coordinate the project. Topics to be discussed include Shoot locations, video scripts, and actors.

CAMPAIGN MATERIALS:

All media produced on behalf of the WCHD becomes and remains the property of the State of Maryland and the WCHD. Copies of all original media files, including, but not limited to, documents, graphics, and videos are to be furnished to the WCHD. Upon completion of the contract, the State of Maryland and the WCHD retain an unrestricted right to use the media created in any manner, including future media campaigns.

QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSAL (Q&E / TECHNICAL PROPOSAL):

Respondent shall respond to and reference each section and subsection. State also when your firm cannot accomplish the requested function. Respondent shall discuss each item in detail. Brief responses such as “meets requirements” or “exceeds requirements” will not be accepted.

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

1. Philosophy

1. Describe your knowledge of public health, especially as practiced at the local level, and the role that community partnerships play in facilitating the agency’s work.
2. Describe any features or capabilities of your firm/company that you believe are notable. The role that community partnerships play in facilitating the agency’s work.

2. Principals and Background

1. Submit the names, titles, and resumes of the “principal” actuarial staff member (s) who will be responsible for the development of the Strategic Plan during the contract.
2. Describe in depth the management team available to the “principal” actuarial staff member(s). Include an organizational chart of manpower, titles, qualifications, roles in contract performance, and availability for telephonic consultations and on-site meetings.
3. In detail, give a clear articulation to the firm’s approach to address the Scope of Work on this project.

