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## Adoption Agreement

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**“Customer”**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**“Company”**

Bound Tree Medical, LLC  
 5000 Bradenton Ave.  
 Dublin, Ohio 43017-3520  
 Attention: President

---

This Adoption Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between Customer and Company. By entering into this Adoption Agreement, Customer hereby agrees to comply with the Charles County, Maryland Medical Supplies Contract, between Charles County, Maryland and Bound Tree Medical, LLC (“Charles County Medical Supplies Agreement”), bid number RFP 22-42, which has an effective date of July 1, 2025 and an expiration date of June 30, 2026 with three (3) additional one-year (1) renewals at the sole option of Charles County. Customers agree to comply with all terms and conditions of the Charles County Medical Supplies Agreement.

Customer shall be responsible for issuing its own purchase orders made pursuant to the Charles County Medical Supplies Agreement and shall pay all invoices within thirty (30) days of receipt. Customer warrants it will not request or accept lower-priced quotes from Company on any products otherwise available under the Charles County Medical Supplies Agreement.

Products sold by Company carry only those warranties provided by their manufacturers. This warranty shall apply to both products and equipment, if any, purchased pursuant to the Charles County Medical Supplies Agreement. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY’S SOLE OBLIGATION AND CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT COMPANY’S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OR TO ISSUE A REFUND OR CREDIT.

Company and Customer may terminate this Adoption Agreement upon thirty (30) days’ notice to the non-terminating party. If Customer breaches any terms and conditions of this Adoption Agreement and/or the Charles County Medical Supplies Agreement, Company may, at its sole discretion, immediately terminate this Adoption Agreement.

This Adoption Agreement shall continue for the duration of the Charles County Medical Supplies Agreement. If the Charles County Medical Supplies Agreement is terminated prior to the end of its term, this Adoption Agreement will terminate upon thirty (30) days’ written notice to Customer. Any changes or modifications to the original language contained herein must be agreed upon in writing by the Company before this Adoption Agreement takes effect.

**IN WITNESS WHEREOF**, the Customer hereto caused this Adoption Agreement to be executed on its behalf by its duly authorized representative as set forth below.

**Customer:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



CHARLES COUNTY GOVERNMENT  
**Department of Fiscal & Administrative Services**

**Jenifer Ellin**  
Director

Phone | 301-645-0570  
Fax | 301-645-0505  
Email | [DFS@CharlesCountyMD.gov](mailto:DFS@CharlesCountyMD.gov)

July 12, 2022

Steve Gruenwald, Account Manager

**"SENT VIA EMAIL"**

**Bound Tree Medical, LLC.**

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: [submitbids@boundtree.com](mailto:submitbids@boundtree.com); [christopher.fyffe@boundtree.com](mailto:christopher.fyffe@boundtree.com); [steven.grunewald@boundtree.com](mailto:steven.grunewald@boundtree.com)

Re: RFP 22-42, Medical Supplies

Delivery of Fully Executed Contract

Dear Mr. Gruenwald:

Enclosed, please find one (1) copy of the fully executed Contract for the above referenced project. All future correspondence and your point of contact for this project is Ms. Lori Cherry, Assistant Chief of EMS with the Department of Emergency Services or her designee.

All future coordination and authorizations required for implementing this project will come from her. Please direct all correspondence, questions, requests for payments, etc. to her. Her telephone number is 240-776-6662, and her e-mail is [CherryL@CharlesCountyMD.gov](mailto:CherryL@CharlesCountyMD.gov).

The Commissioners wish to thank you for your proposal and look forward to working with you on this very important County project. Please contact me at [SeidenY@CharlesCountyMD.gov](mailto:SeidenY@CharlesCountyMD.gov) or 301-645-0659 if you have any questions.

Sincerely,

*Yaffa Seiden*

Yaffa Seiden

Assistant Chief of Purchasing

YS:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*  
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

## CONTRACT

THIS CONTRACT, made on Jul 12, 2022, by and between **BOUND TREE MEDICAL LLC**, hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFP No. 22-42, MEDICAL SUPPLIES**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and discounts respectively named therefore in the proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the individually listed unit prices and percentage discounts shown on the REVISED COST PROPOSAL FORM in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and discounts respectively named therefore in the Contractor's proposal dated **April 20, 2022** attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The base term of the CONTRACT shall begin on the date of Contract Execution by the County and end on June 30, 2023, with an option for six (6) 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

**BOUND TREE MEDICAL LLC.**

**COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND**

By (Signature): [Signature] (SEAL)

Corey Case - Senior Vice President, Marketing

Printed Name/Title:

06/30/2022

(Date)

5000 Tuttle Crossing Blvd.

(Address)

Dublin, Ohio 43016

(City, State, Zip Code)

(Secretary)

6/30/22

(Date)

(Witness)

6/30/2022

(Date)

(SEAL)  
Bound Tree Medical  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016-2023

By: [Signature]

Reuben B. Collins, II, Esq., President

Jul 12, 2022

(Date)

Approved as to Form and Legal Sufficiency:

E. Wesley Adams III  
E. Wesley Adams III (Jul 11, 2022 18:23 EDT)

Wes Adams, County Attorney

**NOTES:**

IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.

**RFP 22-42 - REVISED COST PROPOSAL FORM - 220331**

**1. Offeror Information**

Offeror/Company Name: **Bound Tree Medical LLC**

Point of Contact Name & Title: **Steve Gruenwald, Account Manager**

Point of Contact Email: **submitbids@boundtree.com**

Point of Contact Telephone #: **800.533.0523**

Offeror Address: **5000 Tuttle Crossing Blvd.**

**Dublin, OH 43016**

Company Formation Date: **2004**

FEIN#: **31-1739487**

*By signing below, the offeror certifies the information provided in this section is accurate:*

Signature: \_\_\_\_\_

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

**2. Conditions**

- a. The contact information listed in Section 1 shall be used by the County to communicate with the offeror.
- b. The offeror is licensed or will be licensed to do business in the State of Maryland prior to contract award.
- c. The offeror complies with and takes no exceptions to all requirements of the RFP.
- d. The proposal is valid for a minimum of one hundred twenty (120) days from the proposal due date.
- e. This proposal is submitted in accordance with the County's Notice to Offerors requesting proposals to be received for the work outlined in the RFP.
- f. The offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- g. The offeror agrees to furnish all services as outlined in the RFP for the prices listed in Section 3.

*By signing below, the offeror acknowledges and agrees to the conditions described in this section.*

Signature: \_\_\_\_\_

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

**\*Please Note: UOM may not be accurate based on how BTM sells each item. Please refer to the BTM Item List below for accurate prices/UOM\***

### 3. Pricing

\* For Section A on the Cost Proposal Form, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide bid on all items in this section.

\* For Section B on the Cost Proposal Form, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify "N/A" for items not available or offered.

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A1	Naloxone 2Mg 2ML Luer Jet Prefilled syringe	\$ 459.90	Case	57.56%	\$ 195.18	35	\$ 6,831.30
A2	DCI Adult reusable sensor, 20-pin connector, 3ft SpCO	\$ 1,029.99	Each	33.98%	\$ 680.00	20	\$ 13,600.00
A3	Defib ECG adult pads w/quik-combo connector 2ft lead, LP12, LP15	\$ 42.99	Each	56.85%	\$ 18.55	65	\$ 1,205.75
A4	Smart Capnoline plus Non-intubated, oral nasal w/O2 tubing, adult	\$ 1,349.00	Box	35.58%	\$ 869.00	75	\$ 65,175.00
A5	Electrodes, red dot, foam tape and sticky gel, w/o Abrader: Red dot monitoring electrode with foam tape and sticky gel, adult, 1.36 in L x 1.60 in W; 50 per bag	\$ 10.11	Case	61.68%	\$ 3.87	45	\$ 174.32
A6	Glucagon 1mg, 1ml, vial kit with sterile water	\$ 282.99	Each	49.73%	\$ 142.25	240	\$ 34,140.00
A7	Epinephrine,1:10000, 1mg, 10ml Luer Jet	\$ 151.99	Pack	30.64%	\$ 105.42	100	\$ 10,542.00
A8	O2 max Bitrac ED Mask, w/Neb, Adult, w/3-Set valve, Ohmeda Connector: Pulmodyne Item #313-7556XN-1EA	\$ 739.90	Case	38.30%	\$ 456.50	10	\$ 4,565.00

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A9	Nasal Narcan Spray 4mg	\$ 62.50	Each	27.71%	\$ 45.18	75	\$ 3,388.77
A10	IV flush Syringe, normal saline, 10ml, Prefilled 12cc syringe, sterile	\$ 997.00	Case	82.33%	\$ 176.18	50	\$ 8,808.84
A11	Supraglottic Airway kit	\$ 55.99	Each	41.97%	\$ 32.49	25	\$ 812.25
A12	IV Solution lactated ringers 500ml bags	\$ 329.00	Case	79.77%	\$ 66.57	30	\$ 1,997.07
A13	Defib/ECG pads pediatric w/quick-combo connector for LP12, LP15, LP10	\$ 39.99	Each	53.61%	\$ 18.55	60	\$ 1,113.00
A14	IV Catheter, Clearsafe comfort all sizes	\$ 99.95	Case	57.63%	\$ 42.35	65	\$ 2,752.86
A15	Ketamine, 10ml vial	\$ 211.99	Box	59.99%	\$ 84.82	20	\$ 1,696.40
A16	4 Wire limb lead w/12 lead capability ECG 5ft trunk cable LP12, LP15	\$ 699.99	Pack	49.46%	\$ 353.75	25	\$ 8,843.75
A17	Glucose test strips	\$ 17.29	Box	47.72%	\$ 9.04	125	\$ 1,130.00
A18	IV Solution, Dextrose:						
A18.1	Dextrose 5%, 100mL bag	\$ 509.00	Case	49.12%	\$ 259.00	100	\$ 25,900.00
A18.2	Dextrose 10%, 250mL bag	\$ 278.16	Case	77.91%	\$ 61.44	100	\$ 6,144.00
A19	Verapamil Vial:						
A19.1	5mg vial	\$ 1,549.75	Each	41.99%	\$ 899.00	20	\$ 17,980.00
A19.2	10mg vial	\$ 290.00	Each	36.20%	\$ 185.03	20	\$ 3,700.64

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A20	Amiodarone Vial: 50mg/mL vial	\$ 121.99	Each	59.38%	\$ 49.55	10	\$ 495.50
A21	Fentanyl: 100 mcg/mL vial	\$ 67.99	Box	45.59%	\$ 36.99	70	\$ 2,589.30
A22	Epinephrine 1:1000 1ml	\$ 240.00	Each	47.27%	\$ 126.56	25	\$ 3,164.07
A23	Ketamine, 20ml vial	\$ 549.90	Each	54.42%	\$ 250.66	40	\$ 10,026.36
A24	IV extension set	\$ 196.00	Box	56.63%	\$ 85.00	25	\$ 2,125.00
A25	IV administration set: 10gtt set, two Y sites	\$ 174.50	Box	67.91%	\$ 56.00	25	\$ 1,400.00
A26	Automatic BP Cuff for LP 15:						
A26.1	Pediatric	\$ 8.79	Each	63.37%	\$ 3.22	60	\$ 193.20
A26.2	Adult	\$ 44.79	Each	49.56%	\$ 22.59	60	\$ 1,355.40
A26.3	Large Adult	\$ 8.79	Each	44.37%	\$ 4.89	60	\$ 293.40
A27	Endotracheal tube:						
A27.1	Size 2.0 - 5.0	\$ 1.80	Box	61.11%	\$ 0.70	100	\$ 70.00
A27.2	Size 5.0 - 10.0	\$ 1.80	Box	61.11%	\$ 0.70	100	\$ 70.00
A28	Diphenhydramine 50mg/ 1ml vial	\$ 60.50	Box	52.20%	\$ 28.92	15	\$ 433.80
A29	Albuterol 0.083%, 2.5mg/3ml	\$ 10.19	Box	71.34%	\$ 2.92	25	\$ 73.00

A. BASE PROPOSAL ITEMS								
1	2	3	4	5	6	7	8	
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price	
A30	Midazolam 5mg/1ml	\$ 77.99	Box	84.41%	\$ 12.16	10	\$ 121.60	
A31	EKG paper for LP15	\$ 299.40	Case	62.53%	\$ 112.20	15	\$ 1,683.00	
A32	Hypodermic Needles w/shielding mechanism:							
A32.1	18g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.22	
A32.2	21g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.25	
A32.3	22g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.25	
A32.4	25g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.22	
A33	<b>TOTAL BASE PROPOSAL ITEMS (SUM OF ITEMS A1 THROUGH 32)</b>							<b>\$ 246,259.51</b>

*\*Estimated Quantities (Est. Qty.) may or may not be used and are not guaranteed*

The undersigned has caused this proposal pricing Section A to be executed as of the date indicated below:

Signature 

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO

<b>B. Additional Items</b>		
<b>Item No.</b>	<b>Description</b>	<b>Percent Discount off List Price**</b>
B1	3M Healthcare	30.00%
B2	Abbott	30.00%
B3	ADI Medical	30.00%
B4	Allied HealthCare	30.00%
B5	AMBU	30.00%
B6	American Diagnostic Corp.	30.00%
B7	Ansell	30.00%
B8	B. Braun Medical	30.00%
B9	Baxter	30.00%
B10	Becton Dickinson	30.00%
B11	Briggs Healthcare	30.00%
B12	Cardiac Science	30.00%
B13	Cardinal Health	30.00%
B14	Care Fusion	30.00%
B15	Combat Medical	30.00%

<b>B. Additional Items</b>		
<b>Item No.</b>	<b>Description</b>	<b>Percent Discount off List Price**</b>
B16	ConMed	30.00%
B17	Conterra	30.00%
B18	Curaplex(incl. Evalve Med and Tri-Anim Heath Services)	30.00%
B19	Duka Corp.	30.00%
B20	Dynarex Corp.	30.00%
B21	Ecolab	30.00%
B22	H&H Associates	30.00%
B23	Hartwell	30.00%
B24	Hawkpacks	30.00%
B25	Healthmark	30.00%
B26	Honeywell	30.00%
B27	Intersurgical Inc.	30.00%
B28	JtPosey	30.00%
B29	Laerdal	10.00%
B30	Lightning Storm	30.00%
B31	Masimo	30.00%

<b>B. Additional Items</b>		
<b>Item No.</b>	<b>Description</b>	<b>Percent Discount off List Price**</b>
B32	Medical Device International	30.00%
B33	Medline Industries	30.00%
B34	Medsource Int.	30.00%
B35	Medtronic (Incl. Covidien, Kendall, and Nellcor)	30.00%
B36	Meret Oxygen Products	30.00%
B37	Metrex	30.00%
B38	Morrison Medical	30.00%
B39	Mylan	30.00%
B40	Nasco International	30.00%
B41	NeoTech	30.00%
B42	North American Rescue	30.00%
B43	Owens and Minor	30.00%
B44	Parent Production	30.00%
B45	Pelican Products	30.00%
B46	Persys	30.00%
B47	Pharmaceuticals	15.00%

<b>B. Additional Items</b>		
<b>Item No.</b>	<b>Description</b>	<b>Percent Discount off List Price**</b>
B48	Philips	30.00%
B49	Phillips	30.00%
B50	Propak	30.00%
B51	Pulmodyne	30.00%
B52	Safetec	30.00%
B53	Simulaid	10.00%
B54	Smith Medical	30.00%
B55	SSCOR	10.00%
B56	Stat Packs	30.00%
B57	Stryker	30.00%
B58	Sun Med	30.00%
B59	Teleflex (Incl. Pyng, Rusch, Tory, and Wolf)	30.00%
B60	UCAP IT (software excluded)	See Percent Off Sheet
B61	Welch Allyn	30.00%
B62	Westmed	30.00%

**\*\* Percent discount shall apply to items not listed in Section A above and shall also be utilized for the term of the contract.**

The undersigned has caused this proposal pricing Section B to be executed as of the date indicated below:

Signature 

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO



CHARLES COUNTY GOVERNMENT  
**Department of Fiscal & Administrative Services**

Jenifer Ellin  
Director

Phone | 301-645-0570  
Fax | 301-645-0505  
Email | [DFS@CharlesCountyMD.gov](mailto:DFS@CharlesCountyMD.gov)

June 1, 2023

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

**Bound Tree Medical, LLC.**

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: [submitbids@boundtree.com](mailto:submitbids@boundtree.com); [christopher.fyffe@boundtree.com](mailto:christopher.fyffe@boundtree.com); [steven.grunewald@boundtree.com](mailto:steven.grunewald@boundtree.com)

Re: RFP 22-42, Medical Supplies

Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2023 through June 30, 2024. This is the 1<sup>st</sup> of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please keep a valid Certificate of Insurance on file with Purchasing in accordance with the subject RFP during the performance period of this renewal. Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period.

Please sign one copy and return to this office by email to [PurRecep@CharlesCountyMD.gov](mailto:PurRecep@CharlesCountyMD.gov) and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at [ReeseS@CharlesCountyMD.gov](mailto:ReeseS@CharlesCountyMD.gov) should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shanna Reese".

Shanna Reese  
Chief of Purchasing

By signing this contract renewal notice Bound Tree Medical, LLC. acknowledges renewal of this contract for a term of one (1) year in accordance with all terms, conditions, and specifications of the RFP.

By (Signature)

 \_\_\_\_\_ 7/6/2023 \_\_\_\_\_  
Acknowledges: Date

Printed Name/Title

SHAWN SAYLOR / CFO

SR:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*  
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

# 22-42 Bound Tree - Draft Renewal

Final Audit Report

2023-06-01

Created:	2023-06-01 (Eastern Daylight Time)
By:	Mary Beth Scott (scottmb@charlescountymd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfD9ZtMRF-c3ffT4xoBGSDVlaEP0sgTZ

## "22-42 Bound Tree - Draft Renewal" History

-  Document created by Mary Beth Scott (scottmb@charlescountymd.gov)  
2023-06-01 - 10:14:33 AM EDT - IP address: 167.102.160.10
-  Document emailed to Shanna Reese (reeses@charlescountymd.gov) for signature  
2023-06-01 - 10:15:03 AM EDT
-  Email viewed by Shanna Reese (reeses@charlescountymd.gov)  
2023-06-01 - 11:07:03 AM EDT - IP address: 104.47.64.254
-  Document e-signed by Shanna Reese (reeses@charlescountymd.gov)  
Signature Date: 2023-06-01 - 11:07:24 AM EDT - Time Source: server- IP address: 167.102.160.10
-  Agreement completed.  
2023-06-01 - 11:07:24 AM EDT



CHARLES COUNTY GOVERNMENT  
**Department of Fiscal & Administrative Services**

**Jacob Dyer**  
Acting Director

Phone | 301-645-0570  
Fax | 301-645-0505  
Email | [DFS@CharlesCountyMD.gov](mailto:DFS@CharlesCountyMD.gov)

April 10, 2024

Steve Gruenwald, Account Manager

**"SENT VIA EMAIL"**

**Bound Tree Medical, LLC.**

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: [submitbids@boundtree.com](mailto:submitbids@boundtree.com); [christopher.fyffe@boundtree.com](mailto:christopher.fyffe@boundtree.com); [steven.grunewald@boundtree.com](mailto:steven.grunewald@boundtree.com)

Re: RFP 22-42, Medical Supplies

Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2024 through June 30, 2025. This is the 2<sup>nd</sup> of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please keep a valid Certificate of Insurance on file with Purchasing in accordance with the subject RFP during the performance period of this renewal. *Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period.*

Please sign one copy and return to this office by email to [PurRecep@CharlesCountyMD.gov](mailto:PurRecep@CharlesCountyMD.gov) and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at [ReeseS@CharlesCountyMD.gov](mailto:ReeseS@CharlesCountyMD.gov) should you have any questions.

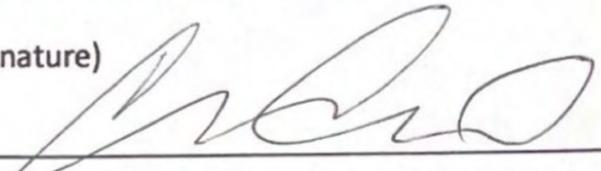
Sincerely,

A handwritten signature in black ink that reads "Shanna Reese".

Shanna Reese  
Chief of Purchasing

By signing this contract renewal notice Bound Tree Medical, LLC. acknowledges renewal of this contract for a term of one (1) year in accordance with all terms, conditions, and specifications of the RFP.

By (Signature)



---

7/1/24

Acknowledges:

Date

Printed Name/Title

Corey Case, Chief Marketing Officer

---

SR:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*  
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

# 22-42 Bound Tree - Renewal

Final Audit Report

2024-04-09

Created:	2024-04-09 (Eastern Daylight Time)
By:	Mary Beth Scott (scottmb@charlescountymd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMITt9iP4F3xcYg1HvVnn1YGlivefTLPb

## "22-42 Bound Tree - Renewal" History

-  Document created by Mary Beth Scott (scottmb@charlescountymd.gov)  
2024-04-09 - 3:28:50 PM EDT - IP address: 167.102.160.10
-  Document emailed to Shanna Reese (reeses@charlescountymd.gov) for signature  
2024-04-09 - 3:29:14 PM EDT
-  Email viewed by Shanna Reese (reeses@charlescountymd.gov)  
2024-04-09 - 3:47:27 PM EDT - IP address: 104.47.64.254
-  Document e-signed by Shanna Reese (reeses@charlescountymd.gov)  
Signature Date: 2024-04-09 - 3:48:53 PM EDT - Time Source: server- IP address: 167.102.160.10
-  Agreement completed.  
2024-04-09 - 3:48:53 PM EDT



CHARLES COUNTY GOVERNMENT  
Department of Fiscal & Administrative Services

Jacob Dyer  
Acting Director

Phone | 301-645-0570  
Fax | 301-645-0505  
Email | DFS@CharlesCountyMD.gov

May 8, 2025

Steve Gruenwald, Account Manager

“SENT VIA EMAIL”

**Bound Tree Medical, LLC.**

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: [submitbids@boundtree.com](mailto:submitbids@boundtree.com); [christopher.fyffe@boundtree.com](mailto:christopher.fyffe@boundtree.com); [steven.grunewald@boundtree.com](mailto:steven.grunewald@boundtree.com)

Re: RFP 22-42, Medical Supplies

Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2025 through June 30, 2026. This is the 3<sup>rd</sup> of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please return with the signed renewal a valid **Certificate of Insurance** in accordance with the subject RFP during the performance period of this renewal. Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period. **Purchasing cannot accept and process your firm's renewal until a current COI is provided. Failure to provide and continue in force such insurance may be considered default of the contract terms and the County may cease utilizing services with your firm until corrected or other actions as defined in the Contract.**

Please sign one copy and return to this office by email to [PurRecep@CharlesCountyMD.gov](mailto:PurRecep@CharlesCountyMD.gov) and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at [ReeseS@CharlesCountyMD.gov](mailto:ReeseS@CharlesCountyMD.gov) should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shanna Reese".

Shanna Reese  
Chief of Purchasing

May 8, 2025

By signing this contract renewal notice Bound Tree Medical, LLC. acknowledges renewal of this contract for a term of one (1) year in accordance with all terms, conditions, and specifications of the RFP.

By (Signature)

Corey Case

Corey Case (Jun 20, 2025 11:29 EDT)

Jun 20, 2025

Acknowledges: \_\_\_\_\_

Date \_\_\_\_\_

Printed Name/Title

Corey Case / Chief Marketing Officer  
\_\_\_\_\_

SR:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*  
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

# 22-42 Bound Tree - Renewal

Final Audit Report

2025-05-08

Created:	2025-05-08 (Eastern Daylight Time)
By:	Mary Beth Scott (scottmb@charlescountymd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIPG_utHWcUpyRt5u1G3_YOSsgwAEyPdH

## "22-42 Bound Tree - Renewal" History

-  Document created by Mary Beth Scott (scottmb@charlescountymd.gov)  
2025-05-08 - 8:36:37 AM EDT
-  Document emailed to Shanna Reese (reeses@charlescountymd.gov) for signature  
2025-05-08 - 8:36:54 AM EDT
-  Email viewed by Shanna Reese (reeses@charlescountymd.gov)  
2025-05-08 - 8:38:24 AM EDT
-  Document e-signed by Shanna Reese (reeses@charlescountymd.gov)  
Signature Date: 2025-05-08 - 8:45:51 AM EDT - Time Source: server
-  Agreement completed.  
2025-05-08 - 8:45:51 AM EDT

# 22-42 Bound Tree - Renewal to Vendor - 250508

Final Audit Report

2025-06-20

Created:	2025-06-20
By:	Dwight Lowry (dwight.lowry@boundtree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAakhIPR0WJXEhGAVhbhzi7xwFE4QCmYJv_

## "22-42 Bound Tree - Renewal to Vendor - 250508" History

-  Document created by Dwight Lowry (dwight.lowry@boundtree.com)  
2025-06-20 - 2:59:16 PM GMT
-  Document emailed to corey.case@sarnova.com for signature  
2025-06-20 - 3:00:52 PM GMT
-  Email viewed by corey.case@sarnova.com  
2025-06-20 - 3:28:55 PM GMT
-  Signer corey.case@sarnova.com entered name at signing as Corey Case  
2025-06-20 - 3:29:40 PM GMT
-  Document e-signed by Corey Case (corey.case@sarnova.com)  
Signature Date: 2025-06-20 - 3:29:42 PM GMT - Time Source: server
-  Agreement completed.  
2025-06-20 - 3:29:42 PM GMT

## **Amendment to Contract RFP No. 22-42 Medical Supplies**

This Amendment (“Amendment”) is made and entered into by and between Charles County, Maryland (“County”) and Bound Tree Medical, LLC (“Contractor”) and is intended to modify the existing agreement under RFP No. 22-42 Medical Supplies (“Contract”).

WHEREAS, the County and Contractor entered into a Contract for the provision of medical supplies pursuant to RFP No. 22-42; and

WHEREAS, the parties desire to amend the Contract to incorporate certain modifications to better reflect updated procurement and operational needs;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree to amend the Contract as follows:

### 1. Contract Modifications

**Pricing Structure:** Updated pricing schedule to reflect revised unit costs. See attached Exhibit A.

**Federal Grant Compliance:** Contractor shall comply with all applicable federal grant requirements, including but not limited to:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Nondiscrimination – Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.
- Recycled Products – Preference for products containing recycled materials as required under EPA guidelines.
- Clean Air Act and Federal Water Pollution Control Act – Adherence to applicable standards and reporting requirements.
- Debarment and Suspension – Certification that the Contractor is not presently debarred, suspended, or otherwise excluded from participation in federal programs.
- Byrd Anti-Lobbying Amendment – Certification regarding lobbying activities in connection with federal funds.
- Telecommunications Restrictions – Compliance with Section 889 of the National Defense Authorization Act (NDAA), prohibiting use of covered telecommunications equipment or services (e.g., Huawei, ZTE).
- Whistleblower Protections – Adherence to protections for employees reporting fraud, waste, or abuse under federal awards.
- Domestic Preference – Preference for procurement of U.S.-made goods and products as outlined in 2 CFR § 200.322.

**Web-Based Ordering System:** Contractor shall provide and maintain a secure, user-friendly web-based ordering platform that allows authorized County personnel to place orders, track shipments, view order history, and access product information.

**Emergency Support and Disaster Recovery:** Contractor shall maintain capabilities to support emergency response and disaster recovery operations, including priority fulfillment, rapid deployment of supplies, and coordination with County emergency management personnel.

**Cooperative Use Clause:** This Contract may be extended, with the consent of the Contractor, to other public entities or agencies within the State of Maryland or other jurisdictions. Such entities may purchase goods and services under the terms, conditions, and pricing of this Contract, provided that all cooperative purchases are made in accordance with applicable laws and regulations. The Contractor shall have the right to accept or decline participation by other entities.

## 2. Effective Period

This Amendment shall be incorporated into the Contract as of the date of final signature and shall remain in effect for the duration of the Contract, including any renewal periods exercised under the original agreement.

## 3. No Other Changes

Except as expressly modified by this Amendment, all other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates below.

### Charles County, Maryland

By: Lori Jacobs

Name: Lori Jacobs

Title: Chief, EMS & SOD

Date: 10/29/25

### Bound Tree Medical, LLC

By: Corey Case

Name: Corey Case

Title: Chief Marketing Officer

Date: 10/30/2025

**Exhibit A Catalog Discount Offering**

<b>Item No.</b>		<b>Current Discount</b>	<b>Updated Discount</b>
B1	3M HEALTHCARE	30%	42%
B2	ABBOTT	30%	60%
B3	ADI MEDICAL	30%	40%
B4	ALLIED HEALTHCARE	30%	42%
B5	AMBU	30%	30%
B6	AMERICAN DIAGNOSTIC CORP.	30%	53%
B7	ANSELL	30%	35%
B8	B. BRAUN MEDICAL	30%	30%
B9	BAXTER	30%	30%
B10	BECTON DICKINSON	30%	30%
B11	BRIGGS HEALTHCARE	30%	No Longer Carried
B12	CARDIAC SCIENCE	30%	30%
B13	CARDINAL HEALTH	30%	44%
B14	CARE FUSION	30%	No Longer Carried
B15	COMBAT MEDICAL	30%	No Longer Carried
B16	CONMED	30%	47%
B17	CONTERRA	30%	37%
B18	CURAPLEX(INCL. EVALUE MED AND TRI-ANIM HEATH SERVICES)	30%	46%
B19	DUKAL CORP.	30%	44%
B20	DYNAREX CORP.	30%	47%
B21	ECOLAB	30%	40%
B22	H&H ASSOCIATES	30%	Updated to Safeguard Medical
B23	HARTWELL	30%	35%
B24	HAWKPACKS	30%	30%
B25	HEALTHMARK	30%	30%
B26	HONEYWELL	30%	30%
B27	INTERSURGICAL INC.	30%	32%
B28	JTPOSEY	30%	Updated to TIDI
B29	LAERDAL	10%	11%
B30	LIGHTNING STORM	n/a	n/a
B31	MASIMO	30%	30%
B32	MEDICAL DEVICE INTERNATIONAL	30%	45%
B33	MEDLINE INDUSTRIES	30%	47%
B34	MEDSOURCE INT.	30%	37%
B35	MEDTRONIC (INCL. COVIDIEN, KENDALL, AND NELLCOR)	30%	37%
B36	MERET OXYGEN PRODUCTS	30%	30%
B37	METREX	30%	30%
B38	MORRISON MEDICAL	30%	50%
B39	MYLAN	30%	No Longer Carried
B40	NASCO INTERNATIONAL	30%	30%
B41	NEOTECH	30%	42%
B42	NORTH AMERICAN RESCUE	30%	37%
B43	OWENS AND MINOR	30%	30%
B44	PARENT PRODUCTION	30%	46%
B45	PELICAN PRODUCTS	30%	44%
B46	PERSYS	30%	Updated to Safeguard Medical
B47	PHARMACEUTICALS	15%	15%
B48	PHILIPS	30%	35%
B49	PHILLIPS	30%	35%
B50	PROPAK	30%	32%
B51	PULMODYNE	30%	30%
B52	SAFETEC	30%	30%
B53	SIMULAIDS	10%	10%
B54	SMITH MEDICAL	30%	Updated to ICU Medical
B55	SSCOR	10%	18%
B56	STAT PACKS	30%	30%

**Exhibit A Catalog Discount Offering**

<b>Item No.</b>		<b>Current Discount</b>	<b>Updated Discount</b>
B57	STRYKER	<b>30%</b>	<b>30%</b>
B58	SUN MED	<b>30%</b>	<b>Updated to Airline</b>
B59	TELEFLEX (INCL. PYNG, RUSCH, TORY, AND WOLF)	<b>30%</b>	<b>45%</b>
B60	UCAP IT (SOFTWARE EXCLUDED)	<b>10%</b>	<b>10%</b>
B61	WELCH ALLYN	<b>30%</b>	<b>42%</b>
B62	WESTMED	<b>30%</b>	<b>Updated to Airline</b>
Additions	AIRLIFE		<b>37%</b>
Additions	ARKRAY		<b>28%</b>
Additions	EMS INNOVATIONS		<b>25%</b>
Additions	FERNO WASHINGTON		<b>10%</b>
Additions	ICU MEDICAL		<b>30%</b>
Additions	INNOVATIVE HEALTHCARE		<b>30%</b>
Additions	IRON DUCK INC.		<b>15%</b>
Additions	MASTER MEDICAL EQUIPMENT		<b>15%</b>
Additions	MERCURY MEDICAL		<b>15%</b>
Additions	NONIN		<b>22%</b>
Additions	SAFEGUARD MEDICAL		<b>30%</b>
Additions	SAFETY INTERNATIONAL		<b>30%</b>
Additions	SAM MEDICAL		<b>30%</b>
Additions	TAYLOR HEALTHCARE PRODUCTS		<b>15%</b>
Additions	TIDI PRODUCTS, LLC		<b>30%</b>
Additions	UE MEDICAL DEVICES INC.		<b>15%</b>
Additions	ZOLL		<b>15%</b>
Additions	MANUFACTURERS NOT LISTED		<b>25%</b>

**Exclusions:**

CONSULTING SERVICES
EQUIPMENT RENTALS
EQUIPMENT SERVICE REPAIR PARTS
NARCOTICS CABINETS, PARTS, ACCE
PREVENTATIVE MAINTENANCE
SERVICE CONTRACTS
INVENTORY MANAGEMENT SOFTWARE & PARTS

**CHARLES COUNTY GOVERNMENT**  
**Department of Fiscal & Administrative Services**  
**Purchasing Division**  
Phone: 301-645-0656



**NOTICE TO OFFERORS**  
**REQUEST FOR PROPOSALS NO. 22-42**

**MEDICAL SUPPLIES**

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified contractors to provide medical supplies on an on-call as needed basis. Solicitation documents may be obtained on the County Bid Board located at [www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov). Click on “Business”, and then “Online Bid Board”.

This solicitation is subject to the Small Local Business Enterprise Program (SLBE), in which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program. Minority Business Enterprises are encouraged to respond to this solicitation.

The County Commissioners reserve the right to reject any or all proposals and to waive any informality in the proposals received when such waiver is in the best interest of Charles County. Charles County Government is an Equal Opportunity Employer.

Shanna Reese  
Chief of Purchasing

Publish one (1) time

Issue of **March 25, 2022**



**CHARLES COUNTY GOVERNMENT (CCG) – PURCHASING DIVISION  
REQUEST FOR PROPOSALS (RFP) SUMMARY SHEET**

**RFP Number:** 22-42

**RFP Title:** Medical Supplies

**Description of Work:**

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified firms to provide medical supplies on an as-needed basis.

**Date of Issuance:**

03/17/2022

**Proposal Delivery Address:**

Charles County Government, Purchasing Division  
Attn: Yaffa Seiden, *Assistant Chief of Purchasing*  
200 Baltimore Street, Room #B130  
La Plata, MD 20646

**Sole Point of Contact /Purchasing Representative Information:**

Name & Title: Yaffa Seiden, *Assistant Chief of Purchasing*  
Email: SeidenY@CharlesCountyMD.gov

**Solicitation Events**

**Pre-Proposal Meeting:**     Not Applicable     Optional     Mandatory    Refer to **Part A, Section 1.5.1**

*Registration:* 03/29/2022 before 12:00 p.m. Eastern Time (ET)

*Date & Time:* 03/30/2022 @ 10:00 a.m. ET

*Location:* Virtual

**Last Day for Questions:** 04/07/2022 before 8:00 a.m. ET    Refer to **Part A, Section 1.5.2**

**Proposal Due Date:** 04/22/2022 before 11:00 a.m. ET    Refer to **Part A, Section 1.5.3**

**Technical Proposal Submission Package ~ Do Not Include Any Cost Information**

**Technical Proposal Item Descriptions: Refer to Part A, Section 1.3**

**Complete Quantities:**     Four (4) unbound copies &  One redacted copy, if redaction requested

<b>Technical Proposal Package:</b>	<input checked="" type="checkbox"/> Tab 1 – Project Understanding	<input checked="" type="checkbox"/> Tab 5 – Disaster Recovery Plan
	<input checked="" type="checkbox"/> Tab 2 – Organizational Structure	<input checked="" type="checkbox"/> Tab 6 – Assumptions & Expectations
	<input checked="" type="checkbox"/> Tab 3 – Company Profile	<input checked="" type="checkbox"/> Tab 7 – Existing Users
	<input checked="" type="checkbox"/> Tab 4 – Ordering/Software	<input checked="" type="checkbox"/> Tab 8 – Additional Items

**Original Proposal Submission Package**

**Original Proposal Item Descriptions: Refer to Part A, Section 1.4**

**Complete Quantities:**     One unbound original, &  One unbound copy, &  One redacted copy, if redaction requested

<b>Original Proposal Package:</b>	<input checked="" type="checkbox"/> Cost Proposal Form	<input checked="" type="checkbox"/> Proposed Sub-Contractors Form
	<input checked="" type="checkbox"/> Reference Form - 5	<input type="checkbox"/> SLBE Certification Form (if applicable)
	<input checked="" type="checkbox"/> Addendum Certification Form	<input type="checkbox"/> Official Letter of SLBE Intent (if applicable)
	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/> Licenses and Certifications
	<input checked="" type="checkbox"/> MBE Utilization Affidavit Form	<input type="checkbox"/> Bid Bond

**Provision Requirements**

**Insurance:** Refer to **Part C**    **Evaluation Details:** Refer to **Part A, Section 2.0**

**General Provisions:** Refer to **Part A, Section 4.0**

**Contract Term:** Refer to **Part A, Section 3.2**  
Beginning the day, the contract is executed by the County through June 30, 2023, with six (6) one-year optional renewals at the sole option of the County.

**Price Adjustment:**     Yes, Refer to **Part A, Section 3.3**     Not Applicable

**CCG MBE/SLBE Contact:** Economic Development Department at (301) 885-1340 x2202

**MBE/SLBE Directory:** <http://www.meetcharlescounty.com/local-minority-business-programs/>

**MBE Goal:**     Yes, Aspirational 25% - Refer to **Part A, Section 1.4.2**     Not Applicable/Exempt

**SLBE Program Applicable:**     Yes, Refer to **Part A, Section 1.4.3**     Not Applicable/Exempt

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Offerors may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at <http://www.CharlesCountyMD.gov>.

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## PART A – INSTRUCTIONS, PROVISIONS, AND NOTICES

### 1.0 PROPOSAL INSTRUCTIONS

#### 1.1 PROPOSAL SUBMISSION CONDITIONS

Refer to the *Summary Sheet* for the proposal submission location, due date, and time. Late submission, modification, or withdrawal of proposals after the due date/time will NOT be considered. Offerors are solely responsible for timely delivery of their proposal submission.

Proposals shall be valid and irrevocable for a minimum of one hundred-twenty (120) consecutive calendar days from the due date. An Offeror may submit only (1) proposal in response to this RFP.

If the County is closed for business when proposals are due, for whatever reasons, sealed proposals will be accepted on the next business day the County is open, at the originally scheduled due date and time. Offerors shall monitor the Bid Board for schedule changes issued via addendum.

NOTE: Due to Charles County mail processing, additional time may be necessary for mail delivery. It is the Offeror's sole responsibility to ensure that proposals are submitted timely and to the appropriate location. Acceptable delivery methods are by courier, in-person hand delivered, United States Postal Service, United Parcel Service or Federal Express. Other methods of delivery shall not be accepted.

#### 1.2 PROPOSAL SUBMISSION INSTRUCTIONS & FORMS

Any information identified as "Confidential" shall be noted by reference and appended to the *Proposal Submission*. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

Forms listed in the *Summary Sheet* are published separately in an electronically fillable format, which are available with the other solicitation documents on the Charles County Bid Board.

1. RFP 22-42 – Forms – 220317.docx

Forms are available for download from the Charles County Bid Board via the County's website by following these steps:

1. Go to <http://www.CharlesCountyMD.gov/>.
2. Click on "Business".
3. Click on "Online Bid Board".

#### 1.3 TECHNICAL PROPOSAL PACKAGE

Offerors shall submit copies specified on the *Summary Sheet* of the Technical Proposal package in a sealed envelope separate from the Original Proposal package labeled with the Company's name and address and marked "Technical Proposal". Cost information shall not be included in the Technical Proposal.

##### 1.3.1 *Technical Proposal Package Content*

At a minimum, each technical proposal shall include the following items in the stated order; all pages shall be numbered; using font size of eleven (11) point or larger, printed one-sided on 8.5 x 11 size paper, and all the listed components must be included. Do not provide references to other section/tabs, documents or websites for the information required; information should be specifically included in the RFP response. Technical proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

Provide a Table of Contents with the specified tabs, page numbers, and content below for each tab.

1. Tab 1 – Project Understanding:  
Briefly provide a summary of the proposal stating the offeror's understanding of the requirements.
2. Tab 2 – Organizational Structure:  
Offerors shall provide an organization chart both graphically and in narrative format, that provides a description of the Offeror's proposed organizational structure for this project. The organizational chart shall depict the relationship of its key personnel roles and other key members of the management team. The organizational chart shall provide the names of the proposed staff for each position on the chart along with their certifications.

3. Tab 3 – Company Profile:  
Offerors shall provide a company profile of company locations and services provided at those locations.
4. Tab 4 – Ordering/Software:
  - a) Describe your software technology ordering process such as how users are added, how approvers are set up, and so on.
  - b) Describe the information that is listed in your software solution such as provides list pricing, contract percent discount, extended price, etc.
  - c) Describe your training plan and process.
  - d) Describe ordering process, software solution, etc.
  - e) Describe product delivery process & include the number of calendar days it will take an order to ship for in stock and out of stock (backordered) items.
  - f) Describe product error corrective action plan
  - g) Describe timeline between when orders are placed to when they are delivered & backorder procedures
  - h) Describe reports
  - i) Describe the products available
5. Tab 5 – Disaster Recovery Plan:  
Describe your disaster recovery plan. Provide examples when disaster recovery plan was utilized, how long it was used, how it was initiated, etc.
6. Tab 6 – Assumptions & Expectations:  
Provide all key assumptions you are making. List all expectations of County involvement for successful execution of your solution.
7. Tab 7 – Existing Users:  
Provide a list of existing government entities you are providing similar services for. Include at minimum, the state, city, and time services have been provided. Explain how they align to the requirements listed in this RFP solicitation document.
8. Tab 8 – Additional Items:  
Other information you think is important for consideration in the evaluation of proposals.

#### 1.4 ORIGINAL PROPOSAL PACKAGE

Offerors shall copies specified on the *Summary Sheet* of the Original Proposal package in a sealed envelope separate from the Technical Proposal package labeled with the Company's name and address and marked "Original Proposal".

The Original Proposal Package shall include all items identified on the *Summary Sheet*.

##### 1.4.1 Cost Proposal Form

Cost proposals shall be submitted on the *Cost Proposal Form*. All blank spaces of the form shall be fully completed in legible ink or typewritten. All blank spaces of the form shall be fully completed in legible ink or typewritten.

If the Offeror is not bidding on an item on the *Cost Proposal Form*, the Offeror shall notate that by writing "N/A" in the Total Price or Percentage Discount columns.

The Offeror shall provide pricing and percentage discount as specified on the *Cost Proposal Form*. Prices shall include all profit, overhead, shipping, equipment, transportation cost, etc. There shall be no hidden costs. Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation.

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%).

The *Cost Proposal Form* states the Offeror is or will be licensed to do business in the State of Maryland prior to contract award, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. The *Cost Proposal Form* must be signed by the company official authorized to enter into binding contracts. Any information identified as "Confidential" shall

be noted by reference and appended to the *Cost Proposal Form*. Each item identified as “Confidential” shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

#### **1.4.2 Minority Business Enterprise (MBE) Program – MBE Utilization Affidavit Form**

This form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established an MBE Program which applies to all formal solicitations. There is an aspirational goal of 25% MBE participation for each project. Certified MBEs are encouraged to respond.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government.

The awarded Offeror shall be required to report MBE Utilization to the County post award on the County’s “MBE Utilization – Post Award” form, if they have proposed any MBE usage.

#### **1.4.3 Small Local Business Enterprise (SLBE) Program – SLBE Certification Form & SLBE Letter of Intent – Refer to Summary Sheet Regarding Applicability**

If marked “Applicable” on the *Summary Sheet*, this form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000.00 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm’s proposal is submitted.
- Complete the required SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued less than \$500,000.00.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE offerors. Firms must have completed the registration process and have achieved full SLBE status by the due date for proposals, in order to receive consideration as a SLBE during the evaluation of proposals.

#### **1.4.4 Reference Form**

Offerors shall be required to complete and submit the *Reference Form*. Offerors shall demonstrate at least five (5) years of experience and provide service summaries for a minimum of five (5) representative services over the past five (5) years in each category below. Experience of subcontractors may not be used as experience of the prime. Representative services shall reflect the capabilities of the Offeror serving in a prime capacity. Within each category below please include a variety of references reflecting the Offerors role:

- a) Provided medical supplies on an as needed basis

#### **1.4.5 Addendum Certification Form**

Offerors shall be required to complete and submit the Addendum Certification Form. “NA” shall be noted on the form if it is Not Applicable.

#### **1.4.6 Proposed Sub-Contractors Form**

Offerors shall be required to complete and submit the Proposed Sub-Contractors Form. “NA” shall be noted on the form if it is Not Applicable.

#### **1.4.7 Non-Collusion Affidavit**

Offerors shall be required to complete and submit the Non-Collusion Affidavit Form.

### **1.5 SOLICITATION EVENTS (AS NOTED APPLICABLE)**

#### **1.5.1 Pre-Proposal Meeting**

Firms must register in advance to attend the pre-proposal meeting. To register, email the *Purchasing Representative* specified on the *Summary Sheet* their company name and participant(s) name(s), email address(es), and telephone number(s). Participation instructions shall be provided to registered participants the day before the pre-proposal meeting. The attendance roster will be published on the County’s Bid Board. Refer to the *Summary Sheet* for registration, date and time, and location

information.

### **1.5.2 Last Day for Questions**

The County will not provide responses to questions after the deadline to submit questions specified on the *Summary Sheet*.

### **1.5.3 Proposals Due to County**

Proposals shall be submitted to the County as stated on the *Summary Sheet*. There shall be no public opening of proposals.

## **1.6 OFFEROR CERTIFICATION OF ACCEPTANCE**

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the *RFP or any Appendices* is made part of this solicitation package.

## **1.7 INCURRING COSTS**

The County is not liable for any costs incurred by the Offeror prior to full execution of the contract.

## **1.8 ADDITIONS/MODIFICATIONS TO SOLICITATION FORMS**

Modifications of or additions to the *Cost Proposal Form* or any other County form may be cause for rejection of the proposal, however, the County reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the County may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

## **1.9 ALTERNATE OFFERS**

Offerors must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Offerors must determine for themselves which to offer. If an offeror submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the bid items or items being bid upon to be considered non-responsive and rejected.

## **1.10 "OR EQUAL" INTERPRETATIONS**

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be description but not restrictive in that it is used for the purpose of describing they type, style, quality, performance, and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided in the *Cost Proposal Form* what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

## **1.11 OFFEROR INVESTIGATIONS**

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

## **1.12 SOLE POINT OF CONTACT**

The Purchasing Representative identified on the *Summary Sheet* is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between offerors and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. Offerors or any of their authorized representatives may not initiate contact with Charles County Government or County Consultants other than the Contact identified on the *Summary Sheet*, for any reason during the bidding process or prior to full contact execution. Any communication outside this process may result in disqualification.

## **1.13 QUESTIONS**

All inquiries concerning technical or bidding information shall be directed in writing (via email) with the solicitation number and name in the subject line to the Purchasing Representative identified on the *Summary Sheet*, prior to the due date and time specified. The County will not provide responses to questions after the due date and time specified on the *Summary Sheet*. The person submitting the request will be responsible for its prompt delivery.

### 1.14 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

**Any interpretation, correction, changes to the solicitation will be made only by addendum duly issued and will be posted on the County Bid Board found at [www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov).** Click on “Business” and then “Online Bid Board”. Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the Offeror’s proposed prices unless an alternate price schedule is presented by addendum. It is the responsibility of the Offeror to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

### 1.15 ABILITY TO PERFORM

Offerors shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The County reserves the right to request any additional information, utilize references not provided by an Offeror, and validate any information provided by an Offeror by any means deemed necessary by the County for the purpose of determining the Offeror’s ability to perform the services described herein.

### 1.16 ERRORS

Any errors in computations may be corrected during the County’s review of the proposals. The County shall not be responsible for Offeror computation errors contained on the *Cost Proposal Form*. All values contained on the *Cost Proposal Form* remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity. Errors on any forms submitted remain the sole responsibility of the Offeror.

### 1.17 REJECTION OF QUOTES/BIDS/PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an offeror and the rejection of its proposal:

1. Evidence of collusion among offerors.
2. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the offeror.
4. Default on a previous similar contract for failure to perform.
5. Being delinquent in payments due to Charles County Government.
6. Exceptions or exclusions to the requirements of the solicitation.
7. Failure to be in “Good Standing” with the State of Maryland.
8. Previous substandard performance on a County contract.
9. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
10. Failure to furnish information requested by the County.

The County reserves the right to reject any/all proposal, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the County.

### 1.18 GOOD STANDING REQUIREMENTS

In order to be eligible for award, Offerors shall meet the following conditions prior to contract award:

1. Their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
2. All payments to Charles County Government have been paid and are not delinquent.
3. Their firm is in “good standing” with the State of Maryland Department of Assessments and Taxation.

### 1.19 RESTRICTIONS: NOT APPLICABLE

An individual or a person that employs an individual who the County utilized in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement. Proposal from such an individual or entity will be rejected.

The following is a list of consultant(s) and/or sub-consultant(s) that have received monetary compensation under a contract with the County as the prime consultant to develop the Request for Proposals and have been retained by the County to perform construction phase services on the behalf of the County for this procurement.

N/A

In addition, the County Ethics Committee administers the provisions of the *County Ethics Code, including §170 of the Charles County Code* that contains various restrictions on participating in County procurements.

**1.20 NOTIFICATIONS**

Legal notice given by the County to the Offeror shall be sent to the address provided on the Offeror’s *Cost Proposal Form*. Notice given by the County by any of the following:

1. A communication delivered by shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
  - a. UPS or FedEx or other delivery service; or
  - b. USPS first class postage mail; or
  - c. USPS certified, or
  - d. USPS registered mail.
2. A communication delivered by email shall be deemed as having been received by the addressee the same day the email was sent.

**1.21 NEGOTIATIONS**

The County may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the County. In the event an agreement satisfactory to the County cannot be negotiated, the County may terminate negotiation and move to another Offeror.

**2.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION**

All materials, conferences, proposals, and other matters related to this project shall remain confidential until the contract is executed with the selected firm. The County may use any appropriate technical resources to assist during any part of the evaluation process.

**2.1 RESPONSIVENESS REVIEW**

The County will review the proposal for minimum responsiveness criteria. Proposals that do not meet the minimum responsiveness criteria may be rejected as non-responsive, at the sole option of the County. Any deficiencies will be reviewed and determined by the Chief of Purchasing.

**2.2 EVALUATION CRITERIA**

Proposal evaluation will include, but is not limited to, the following:

Item #	Evaluation Criteria Description	Points
1	Project Understanding/Experience	15
2	Processing Time/Delivery Time	15
3	Software Technology	10
4	Price (TBD)	60
<b>TOTAL POINTS</b>		<b>100</b>

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described herein. Registered SLBE Program Offerors will be provided preferential points assuming the Offeror’s proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offerors utilizing a registered SLBE Program business as a sub-Contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e., SLBE sub-Contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal’s evaluation score).

## 2.3 EVALUATION

Offerors' proposals will be evaluated by an evaluation committee who will evaluate and score the proposals in accordance with the criteria specified above. The County reserves the right to conduct the evaluation in any manner considered in the best interest of the County. The County may utilize any information obtained as a result of reference checks, proposal clarification or additional information requests, offeror negotiations or any other means deemed necessary at the sole discretion of the County to identify the proposal that best meets the County's needs.

## 3.0 AWARD AND CONTRACT FORMATION

The County reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County.

### 3.1 AWARD OF CONTRACT

The County anticipates awarding one primary offeror and may award to additional offeror(s) as determined to be in the best interest of the County.

The County intends to award this solicitation on the basis of a combination of the evaluation of the Offerors' experience and qualifications, as well as the proposed price (**Item A33**). Award will not be based upon cost alone, and this solicitation does not commit the County to award a contract or to award to that firm which has submitted the lowest fee. The evaluation criteria may include: the Offeror's demonstration of their understanding of the work to be performed, past experience, technical ability, other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the County reserves the right to accept any proposal either in part or in its entirety.

At any time, the County may request an offeror to provide additional items such as: additional information, clarification, references, interviews/presentations, and any other documentation needed to assist the County in the award selection process. Failure of an offeror to furnish requested information may constitute grounds for determining an offeror as non-responsive at the sole option of the County.

### 3.2 TERM OF CONTRACT

The Contractor(s) selected shall provide the services and all requirements contained herein for a base period commencing on the date of contract execution by the County through June 30, 2023, with six (6) optional 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

### 3.3 PRICING ADJUSTMENT FOR EXTENSION YEARS

When applicable as indicated on the *Summary Sheet*, pricing under the resulting Contract shall remain firm through the base term. Thereafter, pricing may be adjusted at the beginning of each succeeding year and/or Contract renewal period at the written request of the Contractor to the Chief of Purchasing. Any pricing adjustments shall be determined based upon the percentage change in the Consumer Price Index (CPI) from the previous year. For purposes of this agreement, the CPI is defined as the Consumer Price Index for All Urban Consumers, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of adjustment, the CPI used for each subsequent year of the Contract shall be the last published percentage change in the CPI (for the previous 12 months) either on, or prior to, the anniversary date of the Contract. Price adjustments shall take effect upon written approval by the County.

### 3.4 QUANTITY CONTRACTS AWARDED

The County intends to award the contract to one or more firms. The contract entered into with the successful offeror shall meet all standard provisions required by the County.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

### 3.5 CONTRACT EXECUTION

The successful Offeror to whom the contract shall have been awarded shall be required to execute the County contract (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

### 3.6 CONTRACT DOCUMENTS

All work under this project shall be in accordance with the contract documents. The Contract documents for this project

includes, but is not necessarily limited to, this solicitation package, project plans and specifications as shown in ***RFP and other referenced ordinances, manuals, and specifications.***

Contract Documents shall also include:

- a. All written modifications, amendments and change orders to this Contract issued in accordance with the ***General Provisions.***
- b. Contractor's proposal and accompanying exhibits submitted in response to the County's Project Criteria and Solicitation; and any solicited and/or unsolicited Alternates to the Solicitation accepted by the County in writing.

The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the specified time(s) for the proposed price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the County will make a determination on which item of discrepancy shall take precedence. Within listed documents or group of documents, the later dated shall have precedence over the earlier requirements, and specific requirements shall have precedence over the general requirements.

### **3.7 DEFAULT AND SUSPENSION**

If a Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for proposals as deemed if deemed in the best interests of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the County.

An Offeror /Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Offeror/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

### **3.8 OFFEROR/AWARD PROTESTS**

- a) All protests made pursuant to solicitations must be in writing and delivered to the Chief of Purchasing within the timeframes specified:
  - i. Protests must be delivered to the Chief of Purchasing no later than ten (10) consecutive calendar days after the basis for the protest (i.e., notification of rejection of offeror's proposal, notification of removal of offeror from consideration, etc.) is known or should have been known, whichever is earlier.
  - ii. If protesting contract award, the protest must be delivered to the Chief of Purchasing within ten (10) consecutive calendar days after the Purchasing Division has publicly posted the proposed contract award. This provision shall only apply to "aggrieved" offerors.
  - iii. If offeror seeks as a remedy the cancellation or amendment of the solicitation, the protest must be delivered to the Chief of Purchasing before the submission date for bids/proposals.
  - iv. If the County is closed for business at the due date and time, for whatever reasons, protests will be accepted on the next business day of the County prior to 12:00 p.m. (Eastern Time).

Protests shall be considered timely only if received in the Purchasing Division office prior to close of business within the timeframes specified above.

- b) All protests made pursuant to solicitations shall be delivered to the Chief of Purchasing:
  - Charles County Government
  - ATTN: Chief of Purchasing,
  - Purchasing Division (Room B130)
  - 200 Baltimore Street,
  - La Plata, Maryland 20646
- c) Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Charles County Government". The Chief of Purchasing, may, at his sole election, return the

filing fee to the protesting offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.

- d) Only an offeror that is “aggrieved” is eligible to file a protest. Aggrieved means that the offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors, or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address, and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the offeror making the protest.
- e) The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.
- f) The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the offeror making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. Decisions shall be final, and not subject to appeal.

**3.9 PERFORMANCE EVALUATIONS**

The County shall perform periodic performance evaluations, at the County’s discretion, on all work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County’s contract files.

**3.10 ASSIGNMENT OF CONTRACT**

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the County, Chief of Purchasing.

**3.11 SUBCONTRACTORS**

Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract. Subcontracts for any portion of this contract must be clearly identified in the Offeror’s proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Prime contractor shall perform a minimum of fifty percent (50%) of the work proposed.

**3.12 NEWS RELEASE**

No news releases pertaining to this bid request or the service, study, or project to which it relates will be made without County approval.

**3.13 PUBLIC INFORMATION ACT/CONFIDENTIALITY NOTICE**

Offeror should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal/quote and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Offerors may not declare their entire bid/proposal/quote package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

**3.14 CAMPAIGN FINANCE REFORM ACT OF 2013**

The Maryland Campaign Finance Reform Act of 2013 dictates that vendors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Vendors shall certify that they have filed the requisite disclosure, and if the vendor fails to provide this certification, the County must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

**3.15 HOLIDAY SCHEDULE**

The following holidays are observed by the County:

New Year’s Day	Independence Day
Martin Luther King Jr’s Birthday	Labor Day
*Lincoln’s Birthday	Columbus Day

Washington’s Birthday	Veterans Day
*Maryland Day	Election Day (When Applicable)
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
*FLOATING HOLIDAYS - COUNTY OFFICES AND OPERATIONS SHALL BE OPEN.	

**4.0 GENERAL PROVISIONS**

Any provision specified in this section and addressed elsewhere in the solicitation; *Part B* shall supersede.

**4.1 DEFINITIONS:**

COMMISSIONERS: The County Commissioners of Charles County.

COUNTY: The County Commissioners of Charles County, Maryland.

CONTRACT: The written agreement executed by the County Commissioners of Charles County and the successful offerors, covering the performance of the work and the furnishing of materials required for this project. The contract shall include: A conventional contract or award letter, instructions to offerors, solicitation, specifications and scope of work, special provisions, general provisions, any other addenda, or written instructions pertaining to the method and manner of performing the work, and the Offeror’s proposal.

CONTRACTING OFFICER: The Director of Using Department and includes a duly appointed successor or authorized representative.

CONTRACTOR: The person or persons, partnership, firm or corporation who enters into a contract awarded to him by the COUNTY.

DEPARTMENT: The authorized division or agency of Charles County government responsible for the service or work for which the contract will be written.

DAYS: Calendar Days

EXTRA WORK: A written order to the CONTRACTOR and signed by the CONTRACTING OFFICER, ordering a change in or an addition to the work from that originally shown in the specifications.

GENERAL PROVISIONS: All requirements and provisions contained in this document.

INSTRUCTIONS TO OFFERORS: Information explaining the procurement process, significant dates, and bidding requirements.

OWNER: The entity holding title or having vested interest in the property and rights associated with the property.

SPECIAL PROVISIONS: Statements modifying or changing the requirements or provisions of the General Specifications or adding new requirements or provisions thereto.

SPECIFICATIONS/SCOPE OF WORK: The written or printed agreements and instructions pertaining to the performance of the work to be performed, and/or the quantity and quality of the work/materials to be furnished under the contract.

**4.2 INDEMNIFICATION CLAUSE:**

The Contractor shall protect, hold free and harmless, defend, and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney’s fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor’s agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, it’s officers, agents, and employees.

**4.3 GOVERNING LAW:**

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

**4.4 PAYMENT OF TAXES:**

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

**4.5 SPECIFICATIONS AND DRAWINGS (NOT APPLICABLE)**

The CONTRACTOR shall keep on the work site a copy of the drawings and specifications and shall at all times give the CONTRACTING OFFICER access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the matter shall be promptly submitted to the CONTRACTING OFFICER, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without such a determination shall be at its own risk and expense. The CONTRACTING OFFICER shall furnish from time to time such detailed drawings and other information as he may consider necessary, unless otherwise provided.

**4.6 CHANGES:**

- A. The CONTRACTING OFFICER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and design);
- (2) In the method or manner of performance of the work;
- (3) In the COUNTY furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

Any other written order or an oral order (which terms as used in this paragraph (B.) shall include direction, instruction, interpretation, or determination) from the CONTRACTING OFFICER, which causes any such change, shall be treated as a change order under this article, provided that the CONTRACTOR gives the CONTRACTING OFFICER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

- B. Except as herein provided, no order, statement, or conduct of the CONTRACTING OFFICER shall be treated as a change under this article or entitle the CONTRACTOR to an equitable adjustment hereunder.
- C. If any change under this article causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (B.) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required; and provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.
- D. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this article, he must, within thirty (30) days after receipt of a written change order under paragraph (A.) above or the furnishing of a written notice under paragraph (B.) above, submit to the CONTRACTING OFFICER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the COUNTY. The statement of claim hereunder may be included in the notice under paragraph (B.) above.
- E. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

**4.7 CHANGE ORDERS:**

- A. Additional Costs:

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.

- (1) On the basis of a stated lump sum price, or other consideration fixed and agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,
- (2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required but will in no case include any allowance for general superintendent, office expense, or other

general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.

B. Reduced Costs:

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph A.2 under Additional Costs.

#### 4.8 DIFFERING SITE CONDITIONS: (NOT APPLICABLE)

A. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CONTRACTING OFFICER in writing of:

- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
- (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The CONTRACTING OFFICER shall promptly investigate the condition(s), and if he finds that such conditions do materially differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made, and the contract modified in writing accordingly.

- B. No claim of the CONTRACTOR under this article shall be allowed unless the CONTRACTOR has given the notice required in paragraph (A.) above; provided, however, the time prescribed therefore may be extended by the County.
- C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

#### 4.9 TERMINATION OF CONTRACT FOR CONVENIENCE:

A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill his obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

- (1) Immediately discontinue any part or all services as directed by the County's authorized representative, and
- (2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.

- B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.
- D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this clause.
- E. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 4.10 TERMINATIONS FOR DEFAULT – DAMAGES FOR DELAY – TIME EXTENSIONS:

- A. If the CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the COUNTY may, by written notice to the CONTRACTOR, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the COUNTY may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on site of the work and necessary, therefore. Whether or not the CONTRACTOR'S right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the COUNTY resulting from this refusal or failure to complete the work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY so terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion and acceptance of the work together with any increased costs occasioned the COUNTY in completing the work.

- C. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.
- D. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
  - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, acts of the COUNTY in its contractual capacity, acts of another Contractor in the performance of a contract with the COUNTY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and such subcontractors or suppliers; and
  - (2) The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the CONTRACTING OFFICER grants a further period of time before the date of final payment under the contract), notifies the CONTRACTING OFFICER in writing of the causes of delay.

The CONTRACTING OFFICER shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the article of these General Provisions entitled Disputes.

- E. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this article, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this article, or that the delay was excusable under the provisions of this article, the rights and obligations of the parties shall, if the contract contains an article providing for termination for convenience of the COUNTY, be the same as if the notice of termination had been issued pursuant to such article. If, in the foregoing circumstances, this contract does not contain an article providing for termination for convenience of the COUNTY, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the article of these General Provisions entitled Disputes.
- F. In the event the construction of this project is interrupted, halted or discontinued by the order of a Court of competent jurisdiction or the order of a supervening appropriate government authority over which the COUNTY has no control, then in that event, it is the intention of these specifications that the COUNTY'S liability shall be limited only to the actual value of the work already performed and materials already purchased, with no allowance permitted for loss of profits that would have ultimately accrued to the CONTRACTOR had the CONTRACTOR completed the contract.
- G. The rights and remedies of the COUNTY provided in this article are in addition to any other rights and remedies provided by law or under this contract.
- H. As used in Paragraph (D.1.) of this article, the term subcontractors or suppliers means subcontractors or suppliers at any tier.

#### **4.11 PAYMENTS TO CONTRACTOR:**

- A. The COUNTY will pay the contract price, less all costs for overtime superintendence and inspection, as herein-after provided.
- B. The COUNTY will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the CONTRACTING OFFICER, on estimates approved by the CONTRACTING OFFICER. Progress payments will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. If requested by the CONTRACTING OFFICER, the CONTRACTOR shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the CONTRACTING OFFICER, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the CONTRACTOR at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the CONTRACTOR furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract. Such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY'S title to such materials or equipment or otherwise protect the COUNTY'S interest, including applicable insurance and transportation to the site.

- C. All material and work covered by progress payments made shall thereupon become the sole property of the COUNTY, but this provision shall not be construed as relieving the CONTRACTOR from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the COUNTY to require the fulfillment of all of the terms of the contract.

#### **4.12 MATERIAL AND WORKMANSHIP:**

All work under this contract shall be performed in a skillful and workmanlike manner. The CONTRACTING OFFICER may, in writing require the CONTRACTOR to remove from the work any employee the CONTRACTING OFFICER deems incompetent, careless, or otherwise objectionable.

#### **4.13 SUPERINTENDENCY BY CONTRACTOR: (NOT APPLICABLE)**

The CONTRACTOR shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the CONTRACTING OFFICER, on the work at all times during progress, with authority to act for him.

#### **4.14 PERMITS AND RESPONSIBILITIES:**

The CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any complete unit of construction thereof which theretofore may have been accepted.

#### **4.15 CONDITIONS AFFECTING THE WORK:**

The CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations by the COUNTY are expressly stated in the contract.

#### **4.16 OTHER CONTRACTS:**

The COUNTY may undertake or award other contracts for additional work excluded from this contract, and the CONTRACTOR shall fully cooperate with such other Contractors and COUNTY employees and carefully fit his own work to such additional work as may be directed by the CONTRACTING OFFICER. The COUNTY'S separate contractors will coordinate their work with the CONTRACTOR. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by employees.

#### **4.17 PATENT INDEMNITY:**

Except as otherwise provided, the CONTRACTOR agrees to indemnify the COUNTY and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters, Patents of the United States arising out of the performance of this contract or out of the use or disposal by or for the account of the COUNTY of supplies furnished or construction work performed hereunder.

#### **4.18 COVENANT AGAINST CONTINGENT FEES:**

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **4.19 EQUAL OPPORTUNITY:**

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CONTRACTING OFFICER advising the labor union or worker's representative of the CONTRACTOR'S commitments under this Equal Opportunity article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the CONTRACTOR'S noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part.

#### **4.20 SUSPENSION OF WORK:**

- A. The CONTRACTING OFFICER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the public.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CONTRACTING OFFICER in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this article for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- C. No claim under this article shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the CONTRACTING OFFICER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### **4.21 SUBCONTRACTORS:**

Subsequent to the award, the CONTRACTOR shall, submit for approval a complete list of subcontractors who will be engaged by him in the execution of the work. After the list of subcontractors has been approved, no changes shall be made in it without the permission and approval of the CONTRACTING OFFICER. The CONTRACTING OFFICER will, however, permit the CONTRACTOR to take the work out of the hands of any or all of the subcontractors and complete it himself if for any reason it becomes necessary or desirable for him to do so. That portion of the specifications beginning with the CONSTRUCTION SPECIFICATIONS, if included in these documents, is arranged for editorial convenience only, the divisions thereof are not to be construed in the whole as the complete representation of the work, nor individually as authorization or approval by the COUNTY to subdivide the CONTRACTOR'S responsibilities into subcontracts related to such division. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the COUNTY.

#### **4.22 FAIR TREATMENT OF SUBCONTRACTORS AND CONTRACTORS:**

The CONTRACTOR must make payment to any sub-contractor or contractor within 15 business days of receiving payment from the County for a Contractor invoice submitted to the County that billed for services or commodities provided by that sub-contractor or contractor. Contractors may not impose retainage rates upon sub-contractors that are higher than those imposed upon the Contractor by the County.

#### **4.23 SPECIFICATIONS, STANDARDS, AND FORMS:**

Specifications and also standards of associations, societies, and laboratories referred to in these specifications shall become a part of this contract and shall be considered as though incorporated herein. The latest edition or amendment of supplement thereto in effect on the latest bid invitation shall apply. Standards of associations, societies, and laboratories referred to in the specifications may be obtained directly from such organizations.

The COUNTY shall not be responsible for furnishing any drawing, specification, or published material not specifically identified in the Special Provisions of these specifications.

#### **4.24 WORKING HOURS PER DAY:**

The normal number of working hours per day on this contract will be limited to eight (8), unless otherwise authorized by the CONTRACTING OFFICER.

**4.25 SATURDAYS, SUNDAYS, HOLIDAYS, AND NIGHT WORK:**

The CONTRACTOR will not be permitted to do any work which requires the services of the COUNTY'S inspection supervisory forces on Saturdays, Sundays, or holidays unless otherwise authorized by the CONTRACTING OFFICER in writing. However, the CONTRACTOR, with verbal permission of the CONTRACTING OFFICER, may be permitted to perform on Saturdays and holidays, clean-up, and such other items for which no specific payment are involved. In cases of bona fide emergencies, sound judgment shall be exercised.

**4.26 CONTRACTOR RESPONSIBLE FOR OVERTIME COST:**

In cases where the CONTRACTOR desires to work in excess of the normal number of working hours per day and/or on designated COUNTY holidays, Saturdays, or Sundays, the CONTRACTOR shall submit such requests in writing to the CONTRACTOR at least three (3) days in advance of the requested extended working hour period. The CONTRACTOR shall include with the request the specific tasks or operations to be performed during the proposed period of extended working hours. The CONTRACTOR shall be responsible for all costs incurred by the COUNTY in providing superintendence and inspection services to accommodate the CONTRACTOR in working extended hours including premium time, quality control testing, per diem, and miscellaneous expenses. The COUNTY shall, with documentation, deduct the said monies for superintendence and inspection of the CONTRACTOR's work outside the normal working hours from payments due the CONTRACTOR. Said requested deductions shall not constitute a change or change order to the contract. The CONTRACTOR expressly agrees to the deductions from payments due in accordance with the following fee schedule for those services as deemed necessary by the COUNTY:

COUNTY Staff ..... Actual Cost of Staff  
Miscellaneous.....Actual Cost of Staff  
Other .....Actual Cost of Staff

**4.27 EMERGENCY WORK:**

In case of an emergency, when work requiring supervision by the COUNTY or the CONTRACTOR is to be performed on Saturdays, Sundays, holidays or for longer than eight (8) hours per day, the CONTRACTOR shall request permission of the CONTRACTING OFFICER to do so. If, in the opinion of the CONTRACTING OFFICER, the emergency is bona fide, he will grant permission to the CONTRACTOR to work such hours as may be necessary. Also, if, in the opinion of the CONTRACTING OFFICER, a bona fide emergency exists, he may direct the CONTRACTOR to work such hours as may be necessary whether the CONTRACTOR requests permission to do so or not.

**4.28 OPERATING AND RESTORATION: (NOT APPLICABLE)**

The CONTRACTOR shall so conduct his operation as not to interfere with or endanger the ordinary use of existing structures, roads, utilities, and other facilities. The CONTRACTOR shall provide and maintain all temporary roadways which may be authorized and all control and safety devices necessary to maintain traffic, safety, and the optimum normal use thereof. Equipment, operations, and materials shall be confined to the limits defined by the CONTRACTING OFFICER.

The site of the work and facilities required to be constructed under the contract shall be maintained in a clean, orderly, and safe condition. Rubbish, surplus materials, and excess equipment shall not be permitted to accumulate during the progress of the work.

After each facility is completed and after all the work under the contract has been completed, the structure, facility, temporary facilities, barricades, toilets, and all the premises shall be left clean and, in a condition, satisfactory to the CONTRACTING OFFICER.

The CONTRACTOR shall restore at his expense any damage to any property, including damage to trees, shrubs, ground cover, and other vegetation, and the CONTRACTOR shall save and hold the COUNTY free from all claims for damages or injury to all persons or property caused or alleged to have been caused by the CONTRACTOR, his agents, employees, workmen, and subcontractors in the execution of this contract.

**4.29 WORK STOPPAGE BY THE COUNTY:**

The CONTRACTING OFFICER, by issuance of a stop work order, may direct the CONTRACTOR to suspend any work that may be subject to damage because of weather conditions.

**4.30 SAFETY AND HEALTH: (APPLICABLE AS APPLIES TO SERVICES BEING PROCURED)**

The CONTRACTOR shall conduct his operations, including those involving machinery and self-propelled vehicles and equipment in order to protect the lives and health of employees and other persons; prevent damage to property, materials,

supplies, and equipment; and to avoid work interruptions; and the CONTRACTOR shall, in the performance of this contract, comply with the applicable provisions of Federal, State and Municipal safety, health and sanitation laws and codes, and shall otherwise furnish and employ such additional safeguards, safety devices, protective equipment and measures, and fire preventive and suppressive measures and equipment as shall be necessary for the protection of property and for the life and health of personnel. The CONTRACTOR shall, after receipt of notice of deficiencies, immediately correct the conditions to which attention has been directed. Such notice when served on the CONTRACTOR or his representative at the site of work shall be deemed sufficient.

If the CONTRACTOR fails or refuses to comply promptly with requirements, the CONTRACTING OFFICER may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the CONTRACTOR to any extension of time for the performance of the contract or to excess costs or damages.

The CONTRACTOR shall maintain an accurate record of and shall report to the CONTRACTING OFFICER in the manner and on the form prescribed by the CONTRACTING OFFICER, all cases of death, occupational disease or traumatic injury requiring medical attention or causing loss of time from work, or loss of or damage to property of the CONTRACTOR, the public, or the COUNTY arising out of or in the course of fires or employment incident to performance of work under this contract.

#### **4.31 INSURANCE:**

A. Worker's Compensation:

Prior to executing the CONTRACT, the CONTRACTOR shall furnish compensation insurance for employees engaged in this work, shall comply with the Workmen's Compensation Laws of the State of Maryland, and shall give proof of such insurance satisfactory to the CONTRACTING OFFICER.

B. Liability:

Insurance provided shall be in accordance with  
***PART C***

#### **4.32 ADVERTISING:**

No signs or advertisements shall be displayed on the work site except with the prior approval of the CONTRACTING OFFICER.

#### **4.33 FEDERAL, STATE, AND LOCAL TAXES:**

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and Local taxes, and duties.

#### **4.34 INSPECTION AND ACCEPTANCE OF WORK: (NOT APPLICABLE)**

All work on improvements shall be subject to inspection by the CONTRACTING OFFICER during and upon completion of construction and to approval and acceptance by such representative on behalf of the COUNTY, if said work is found to be in accordance with the CONTRACT.

When all work comprised in this contract has been completed, including cleanup and restoration, the CONTRACTOR shall so notify the CONTRACTING OFFICER in writing; the CONTRACTING OFFICER will then make a final inspection. When defects, errors, and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing, but until such acceptance, the CONTRACTOR shall be responsible for the work covered by this contract.

#### **4.35 ERRORS AND OMISSIONS:**

The CONTRACTOR shall, immediately upon his discovery of any statement or detail which is discrepant, or which otherwise appears to be in error, bring the same to the attention of the CONTRACTING OFFICER for decision or correction. Full instructions will always be given if such error or omission is discovered.

#### **4.36 INTENT OF DOCUMENTS:**

It is the spirit and intent of these documents, specifications, and of any drawings forming part of them, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purpose for which designed, and that all parts of the work shall be of a quality be of a quality comparable and consistent with the general industry standards. The CONTRACTOR shall supply all materials and do all work which reasonably may be implied as being incidental to the work of this contract.

**4.37 DISPUTES:**

- A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the CONTRACTING OFFICER who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR.  
The decision of the CONTRACTING OFFICER shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the CONTRACTING OFFICER a written appeal addressed to the COUNTY. The decision of the COUNTY for determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the CONTRACTING OFFICER'S decision.
- B. This DISPUTES article does not preclude consideration of questions of law in connection with decisions provided for in Paragraph A above. Nothing in this contract, however, shall be construed as making final the decision of any administrative, official, representative, or board on a question of law.

**4.38 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS:**

- A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.
- B. By submitting a bid/proposal in response to this solicitation, the Proposer/Contractor certifies that no person will be employed on this project in any manner, including sub-contractors and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The Contractor has sole responsible for compliance with this requirement.
- C. Violation of this requirement may result in termination of the Contract, a penalty of \$1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

\* \* \* \* \* END OF GENERAL PROVISIONS \* \* \* \* \*

**PART B – SPECIAL PROVISIONS****1.0 GENERAL****1.1 BACKGROUND**

The primary purpose of this procurement is to have Contractor(s) provide and deliver medical, health and safety, surgical, and first aid related equipment, supplies, accessories, and services on an “as-needed” basis. As described herein these services are on an as-needed basis with no minimum quantity guaranteed. The contract(s) resulting from this solicitation will have no monetary value.

**1.2 OPEN MARKET**

Charles County Government reserves the right to obtain service from Contractors or suppliers other than the Contractor if the estimated cost of the service or parts, materials, and equipment appears unreasonable or on any emergency basis. Using other Contractors shall not void the conditions of this Contract, nor shall it hold the Contractor liable for any additional costs assumed by Charles County Government by procuring on the open market.

**2.0 SCOPE OF SERVICES****2.1 PRODUCTS**

The County reserves the right to add or delete items available on the contract. The Contractor shall ensure high quality of goods that are new and unused unless otherwise requested by the County. Factory seconds or remanufactured products will not be accepted unless specifically requested by the County in writing. All products provided by the company must meet all Federal, State, and Local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the Contractor for credit at no charge to the County.

**2.2 PRODUCTS AUTHENTICITY**

The Contractor shall purchase goods directly from the original manufacturer of such products or from authorized distributors of such products that provide the distribution channel(s) and chain of custody of the products (the “Tracking Report”). The Tracking Report will track the source of the product back to the original manufacturer and authenticate the distribution process in a manner similar to pedigree tracking systems for pharmaceutical products. Distributor shall provide the Tracking Report for each Product upon request by and shall provide security and control systems to protect against Product tampering. Distributor represents that any Tracking Report it prepares is accurate and in full compliance with state and federal regulations.

### 2.3 CUSTOMER SERVICE & REQUIREMENTS

The Contractor(s) shall have a 24-hour “on-call” emergency number for emergency situations that the County can call and speak with someone. There shall be no separate cost to the County for this service. The Contractor shall also:

1. Have two (2) full time local outside sales representation in Maryland
2. Be FDA and ISO certified Kitting facility
3. Attend regularly scheduled meetings (on-site or virtual as requested by the County)
4. Have a full line distributor able to process pharmaceuticals including Class 2 & 4 items as well as pedigree products
5. Provide County staff training for new products for all work shift intervals
6. Be authorized distributor for all products
7. Provide recall information for all products
8. Maintain a warehouse with one hundred fifty (150) miles of the County delivery location stated in *Part B, Section 2.5.2*
9. Have a proven and sustainable disaster recovery plan
10. Be a Verified Accredited Wholesale Distributor (VAWD)

### 2.4 ONLINE ORDERING/SOFTWARE REQUIREMENTS

The County shall utilize purchase orders or small procurement cards to place orders in accordance with County purchasing code. There shall be no minimum ordering requirements. Simplified ordering of Class II Pharmaceuticals through the County’s secure e-222 Controlled Substances Ordering System (CSOS) without the supporting paper CEA Form 222.

1. The Contractor(s) must be integrated with Operative IQ that shall allow for online ordering
2. Integration shall include expiration date and lot numbers
3. Integration shall allow for orders to be submitted directly to supplier
4. Integration shall provide product availability and pricing
5. Integration shall provide product expiration date and lot numbers for lot tracked items
6. The Primary Contractor shall provide the County with Operative IQ Narcotic Module for twelve (12) months at no charge
7. The solution shall show at minimum the item number, item description, item list price, item contract discount, and extended price
8. Allows multiple authorized users access to place orders
9. Allows items to be added/deleted
10. Prepare and generate reports including at minimum:
  - i. Order history
  - ii. Totals by product
  - iii. Monthly, quarterly, yearly order and expenditure reports
  - iv. Backorder items
  - v. Refunds
11. Online catalog with clear item description and photos
12. Clear description of the unit of measure the item is sold (e.g. each, pack, etc.)
13. Have an ordering approval process where one County employee can enter an order and will route for approval from another County employee
14. Include order specific information such as when an item was ordered, shipped, & received
15. Provide historical information such as order history, invoice history, etc.

### 2.5 DELIVERY OF GOODS

The County reserves the right to cancel an order and/or refuse delivery acceptable if the items ordered are not furnished timely.

#### 2.5.1 Shipping

The Contractor(s) shall ship all in stock items within twenty-four (24) hours of an order being placed. If an item is on backorder or not an in-stock item, the Contractor (s) shall notify the County representative within twenty-four (24) hours from identifying the problem. All orders shall include a shipping receipt that shall include at minimum, the following information:

1. Contractor’s Name
2. Purchase Order # or State “Small Procurement Card Purchase”
3. RFP #
4. Date of Purchase
5. Itemized List of Items Furnished
6. Quantity, List Price, Discount, Extended Cost of Each Item

7. Name of County Representative that Placed the Order

**2.5.2 Location**

Delivery location is 9375 Chesapeake Street, Suite 123, La Plata, MD 20646 unless otherwise requested in writing by the County. All deliveries received must be offloaded and delivered inside the building at the Contractors expense. All deliveries shall be signed for by a County Representative. There is no loading dock or pallet jack, so no shipped items shall be made via freight.

**2.5.3 Time**

Deliveries are accepted Monday through Friday from 8:00 a.m. through 4:30 p.m. (eastern time), except on holidays or otherwise requested by the County.

**2.5.4 Issues & Damaged Goods**

Items received that are damaged will be either rejected at the time of delivery or as soon as noticed. The County will not be charged any fees for damaged or rejected goods.

**2.6 INVOICES**

Invoices shall be net thirty (30) days and mailed to: Charles County Government, Department of Emergency Services, 200 Baltimore Street, La Plata, MD 20646, emailed to [CharlesCoAP@charlescountymd.gov](mailto:CharlesCoAP@charlescountymd.gov) and emailed to other County email addresses as established after contract execution. Invoices shall at minimum include the RFP#, vendor name, date order was made, and itemized pricing.

**2.7 DOCUMENT RETENTION**

The Contractor(s) shall retain all books, records, and other documents relative to award for five (5) years after final payment, or until audited. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any materials during this period.

**3.0 PROPOSAL ITEM DESCRIPTIONS**

Proposal item quantities are estimated and not guaranteed. The *Cost Proposal Form* establishes the unit price and/or percentage discount to be paid for each proposal item. The Offeror agrees that the prices represent a true measure of the labor, shipping, materials, and services required to provide the specified item, including allowances for overhead and profit for each type and unit of work provided.

**3.1 BID ITEMS – SECTION A**

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide pricing and percentage discount for all items listed in this section.

**3.2 BID ITEMS – SECTION B**

For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify “N/A” for items not available or offered.

\*\*\*\*\*END OF SPECIAL PROVISIONS\*\*\*\*\*

**PART C – INSURANCE**

1. The Contractor shall provide, at their expense with companies acceptable to the County, and pay premiums for the following insurance:

Applicable	Provision	
<input checked="" type="checkbox"/>	Commercial Automobile	Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units: i. Bodily Injury:                 \$1,000,000 per person \$2,000,000 per occurrence ii. Property Damage:           \$500,000 per occurrence

<input checked="" type="checkbox"/>	Worker's Compensation	In compliance with Maryland Statutory Liability
<input checked="" type="checkbox"/>	Commercial General Liability	Minimum limits of: \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.
<input checked="" type="checkbox"/>	Employers Liability Insurance:	i. \$500,000 each accident for injury ii. \$500,000 each employee, \$500,000 aggregate for disease
<input type="checkbox"/>	Umbrella excess liability insurance or excess liability insurance	\$5,000,000 each occurrence/ \$5,000,000 aggregate
<input type="checkbox"/>	Professional Liability	Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$2,000,000 aggregate.
<input type="checkbox"/>	Builder's Risk Insurance	<p>The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders' risk "all risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder's risk policy.</p> <p>This insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, property in transit, property stored on or off site, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect's and Contractor's services and expenses required as a result of such insured loss.</p>
<input type="checkbox"/>	Pollution Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Marine Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Environmental Insurance	Includes pollution and use of chemicals in an amount not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
<input type="checkbox"/>	Cyber Insurance	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder's rating of A or better and a financial size of X or larger from Best's Key Rating Guide.
3. The Contractor shall provide the County with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name "The County Commissioners of Charles County" (or other name as directed by the County) as an additional named insured:
  - A. Commercial automobile bodily injury and property damage insurance
  - B. Commercial General Liability

- C. Builder's Risk
- D. Excess Umbrella Liability

4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.
5. The providing of any insurance required herein does not relieve the successful Offeror of any of the responsibilities or obligations assumed by the Offeror in the Contract awarded or for which the Offeror may be liable by law or otherwise.
6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

# Charles County Commissioners



***PREPARED BY:***

**Charles County Government**  
**Department of Fiscal & Administrative Services**  
**Jenifer Ellin, Director**  
**Shanna Reese, Chief of Purchasing**  
200 Baltimore Street • La Plata, Maryland 20646  
MD Relay: 711 • Relay TDD: 1-800-735-2258

**[www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov)**



**Mission Statement:** The mission of the Charles County Government is to provide our citizens the highest quality of service possible in a timely, efficient, and courteous manner. To achieve this goal, our government must be operated in an open and accessible atmosphere, be based on comprehensive long- and short-term planning, and have an appropriate managerial organization tempered by fiscal responsibility. We support and encourage efforts to grow a diverse workplace.

**Vision Statement:** Charles County is a place where all people thrive and businesses grow and prosper; where the preservation of our heritage and environment is paramount; where government services to its citizens are provided at the highest level of excellence; and where the quality of life is the best in the nation.

**Equal Opportunity Employer:** It is the policy of Charles County to provide equal employment opportunity to all persons regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.

## CHARLES COUNTY GOVERNMENT

*Department of Fiscal and Administrative Services - Purchasing Division*  
*Telephone: 301-645-0656*

**RFP No. 22-42 – Medical Supplies****ADDENDUM NUMBER ONE**

TO: All Offerors

Be advised of the following modification(s) & information related to Request for Proposals (RFP) 22-42. These modifications, comments, and attachments are hereby made a part of the solicitation documents to the same extent as if bound therein.

**1. Changes – RFP Solicitation****A. Part A, Section 1.2 – Proposal Submission Instructions & Forms**

Delete forms provided in “RFP 22-42 – Forms – 220317.docx” in its entirety and replace with **RFP 22-42 – Revised Forms – 220331.docx and RFP 22-42 – Revised Cost Proposal Form – 220331.xlsx** available on the County’s Bid Board.

Cost Proposal Form has been revised. It has been updated and is now in MS Excel.

**B. Part B, Section 2.4, Item 8**

Delete the strikethrough text and add the bold italicized text:

8. Maintain a warehouse with ~~one hundred fifty~~ ***within two hundred (200)*** miles of the County delivery location stated in Part B, Section 2.5.2.

**2. Clarification**

A. The term “List Price” in the RFP solicitation document and Cost Proposal Form shall refer to the retail price.

**\*\*\*END OF ADDENDUM\*\*\***

**RFP 22-42 – REVISED FORMS – 220331.docx**

## Vendor Questionnaire

In an effort to improve the quality of service to the vendor/contractor/consultant community, the Fiscal & Administrative Services Department - Purchasing Division is welcoming you to complete this questionnaire after the specific procurement process in which you participated in is finalized.

Please return the completed questionnaire to: Charles County Government, Attn: Purchasing Division, 200 Baltimore St., La Plata, MD 20646; or via email at: [PurAdmin@CharlesCountyMD.gov](mailto:PurAdmin@CharlesCountyMD.gov).

For the following series of statements, please indicate the degree in which you agree/disagree with the statement.					
1. Procurement process-based statements	Strongly Disagree		Neutral		Strongly Agree
The terms and conditions in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The technical specifications or scope of work in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Adequate time was allotted for responding to the solicitation (RFQ, ITB, RFP, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Your inquiries and concerns were addressed in a timely and professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
You were treated in a friendly and professional manner by Purchasing staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
You would respond to future solicitations issued by this office.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>A. If you have chosen to not respond to a solicitation in the past, please indicate your reason(s) below:</b>					
<input type="checkbox"/> Other commitments precluded participation at the time <input type="checkbox"/> Inexperienced in the work/commodities required <input type="checkbox"/> Specifications were unclear, too restrictive, etc. (Explain in COMMENTS section) <input type="checkbox"/> Doing business with the County is simply too complicated (Explain in COMMENTS section) <input type="checkbox"/> We cannot be competitive (Explain in COMMENTS section) <input type="checkbox"/> Time allotted for completion of the Quote/Bid/Proposal is insufficient <input type="checkbox"/> Bonding/Insurance requirements are restrictive (Explain in COMMENTS section) <input type="checkbox"/> Bid requirements (other than specifications) are unreasonable (Explain in COMMENTS section) <input type="checkbox"/> MBE or SLBE requirements (Explain in COMMENTS section) <input type="checkbox"/> Prior County contract experience was unprofitable or otherwise unsatisfactory (Explain in COMMENTS section) <input type="checkbox"/> Other reasons: _____					
<b>Comments:</b>					

**ADDENDUM CERTIFICATION FORM**

\*\*\*Note N/A if Not Applicable.\*\*\*

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \_\_\_\_\_

**Addendum Number:**

**Date of Addendum:**

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The undersigned acknowledges County issued addendums:

Signature: \_\_\_\_\_

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO

**REFERENCE FORM #1**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 1 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #2**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 2 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #3**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 3 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #4**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 4 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #5**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 5 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** \_\_\_\_\_ **Jurisdiction/Entity Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**PROPOSED SUB-CONTRACTORS FORM**

\*\*\*Note N/A if Not Applicable. This form may be duplicated if additional space is required\*\*\*

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

**Sub #:** \_\_\_\_\_ Company/Firm Name: \_\_\_\_\_ Percentage of Participation: \_\_\_\_\_

Minority Firm  Minority Class: \_\_\_\_\_ Non-Minority Firm

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

Products/Services: \_\_\_\_\_

**Sub #:** \_\_\_\_\_ Company/Firm Name: \_\_\_\_\_ Percentage of Participation: \_\_\_\_\_

Minority Firm  Minority Class: \_\_\_\_\_ Non-Minority Firm

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

Products/Services: \_\_\_\_\_

**Sub #:** \_\_\_\_\_ Company/Firm Name: \_\_\_\_\_ Percentage of Participation: \_\_\_\_\_

Minority Firm  Minority Class: \_\_\_\_\_ Non-Minority Firm

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

Products/Services: \_\_\_\_\_

**Sub #:** \_\_\_\_\_ Company/Firm Name: \_\_\_\_\_ Percentage of Participation: \_\_\_\_\_

Minority Firm  Minority Class: \_\_\_\_\_ Non-Minority Firm

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

Products/Services: \_\_\_\_\_

The undersigned certifies the accuracy of the content provided on the Proposed Sub-Contractors Form:

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

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

**MBE UTILIZATION AFFIDAVIT FORM**

**\*\*\*Note N/A if Not Applicable.\*\*\***

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

Provide the following information about your firm:

- 1. Certified Minority Business Enterprise? Yes  No 
  - a. Certified by: State of Maryland? Yes  No
  - b. Federal 8-A Registration? Yes  No
  - c. Charles County Local Government? Yes  No
  - d. Other (please list) \_\_\_\_\_

Principle Owner's Minority Class (please check):

African American  Asian American  Women  Hispanic American   
 Native American  Other (please list): \_\_\_\_\_

- 2. If the response to Question 1 is no, have Minority Business Enterprises provided services, or supplied any items associated with your response to this Request for Quotes, Request for Proposals, or Invitation to Bid? Yes  No

NOTE: If the response to Question 2 is yes, please include a list on the next page of all MBE subcontractors, names and addresses, the nature of the services or supplies being furnished, percentage of the overall contract amount and complete the remainder of this form. If the response to Question 2 is no, please provide signature and title at bottom of form.

Total Bid/Proposal/Quote: \$ \_\_\_\_\_

Total Minority Business Enterprise Bid/Proposal Cost/Value/Amount: \$ \_\_\_\_\_

Percent of Total Minority Business Enterprise Contract: \_\_\_\_\_ %

The undersigned certifies the accuracy of the content provided on the MBE Utilization Affidavit Form:

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

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

**NON-COLLUSION AFFIDAVIT FORM**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: Bound Tree Medical LLC

I do solemnly declare and affirm, under the penalties of perjury, the following:

1. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate or employee of the Bidder/Offeror/Quoter, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder/Offeror/Quoter, to obtain information that would give the Bidder/Offeror/Quoter an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate of the Bidder/Offeror/Quoter, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal Government of acts or omissions committed after July 1, 1977, except as noted below: All pursuant to Article 78A, Section 16D of the Annotated Code of Maryland.

\_\_\_\_\_  
*Signature*

Shawn Saylor, CFO  
*Name and Title of Signer*

Bound Tree Medical LLC  
*Company*

4/20/2022  
*Date*

Subscribed to and sworn to before me, a Notary Public of the

\_\_\_\_\_ (state/district & county/city: e.g., Maryland, Charles County)

4/20/2022 (date: e.g., January 1, 2022) first written above.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expire

**SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT**

\*\*\*Note N/A if Not Applicable.\*\*\*

<b>Solicitation Information</b>		
<b>Solicitation Name:</b> <u>Medical Supplies</u>	<b>Solicitation #:</b> <u>22-42</u>	
<b>Part 1. Prime Bidder/Offeror SLBE Status</b>		
<b>Name of Bidder/Offeror:</b> <u>N/A</u>		
Respond to the following questions:		
	<b>Check One</b>	
	<b>Yes</b>	<b>No</b>
1. Is the Prime Contractor a Registered SLBE?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify the Bidder/Offeror's SLBE Registration #:		
	<b>Yes</b>	<b>No</b>
2. If the response to Question 1 is "No", is the Bidder/Offeror claiming SLBE preference based upon the use of <b>registered</b> SLBE(s) to provide services or items associated with the Bidder's/Offeror's Bid/Proposal?	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: If the response to Question 2 is Yes, complete Part 2 below and the "SLBE Subcontractors Participation Schedule" form in Part 4.		
<b>Part 2. SLBE Subcontractor Participation</b>		
Provide the total value of SLBE work to be provided and complete the "SLBE Subcontractors Participation Schedule" form in Part 4 identifying the individual SLBE(s) and the amount of their intended involvement.		
Total Bid/Proposal Price:	\$	
Total SLBE Work – Bid/Proposal Value:	\$	
Percentage of Total Work (Dollar Value) of SLBE(s):	%	
<b>Part 3. Certification of SLBE Preferences</b>		
By signing below, the BIDDER/OFFEROR certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms, including the SLBE participation schedule and Letters of SLBE Intent. Additionally, the BIDDER/OFFEROR will notify the Chief of Purchasing within 72 hours via written notice if a subcontractor on the SLBE participation schedule is unable to perform work set forth in the schedule; and within 7 consecutive days of making the determination, make a written request to amend the SLBE participation schedule. The COUNTY shall be granted access to inspect any relevant matter related to SLBE Program compliance, including records and the jobsite and to interview subcontractors and workers. The BIDDER/OFFEROR is aware that noncompliance, as determined by the COUNTY, may result in the BIDDER/OFFEROR to take corrective actions and/or result in sanctions as set forth in the contract.		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

**Part 4. SLBE Subcontractors Participation Schedule**

**Instructions:** Identify each registered SLBE subcontractor below, including SLBE registration numbers, Federal Employer Identification Numbers (FEINs), company names and addresses, the nature of the services or supplies being furnished, value of work to be performed by the SLBE, and the percentage of the overall project amount and complete the “Official Letter of SLBE Intent” with each SLBE subcontractor/joint-venture partner included in the schedule below.

SLBE Registration #	FEIN or Social Security #	Company Name Address Phone & Fax	Services to be Provided	Value of SLBE Work From Letter of Intent	SLBE % of Contract
				\$	%
				\$	%
				\$	%
				\$	%
				\$	%

If additional space is needed, please submit information on a separate sheet and attach hereto. For each registered SLBE subcontractor identified, complete an “Official Letter of SLBE Intent” form provided below.

**OFFICIAL LETTER OF SLBE INTENT**

\*\*\*Note N/A if Not Applicable.\*\*\*

A LETTER OF INTENT is required for each SLBE identified in Part 4 of the SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT. The LETTER OF INTENT must be signed by both the Bidder/Offeror and Registered SLBE Firm.

**Solicitation Information**

Solicitation Name: Medical Supplies Solicitation #: 22-42

**Part 1. To be Completed by the Bidder/Offeror**

Name of Bidder/Offeror: N/A

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

Contact Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Identify the services to be performed or items to be supplied by the SLBE, including Bid Item (if applicable):  
\_\_\_\_\_

Value of Work to be Performed by the SLBE: \$ \_\_\_\_\_

Value of Work as a Percentage of Total Bid/Proposal Price: \_\_\_\_\_ %

**Part 2. To be Completed by the SLBE**

Name of SLBE: \_\_\_\_\_

SLBE Registration #: \_\_\_\_\_

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

Contact Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Part 3. Certification of SLBE Intent**

The Bidder/Offeror certifies its intent to utilize the SLBE identified above for the effort identified in this bid/proposal, and that the work described above is accurate. Bidder/Offeror will provide the County with a copy of the related subcontract agreement and/or purchase order prior to commencement of the SLBE's work. The SLBE firm certifies that it has agreed to provide such work identified and/or supplies for the amount stated above.

**Bidder/Offeror:** \_\_\_\_\_  
*Signature Title Date*

**SLBE Firm Rep:** \_\_\_\_\_  
*Signature Title Date*

**SAMPLE CONTRACT**

THIS CONTRACT, made on \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFP No. 22-42, MEDICAL SUPPLIES**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and discounts respectively named therefore in the proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the individually listed unit prices and percentage discount shown on the COST PROPOSAL FORM in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and discounts respectively named therefore in the Contractor’s proposal dated **(TBD)** attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The base term of the CONTRACT shall begin on the date of Contract Execution by the County and end on June 30, 2023, with an option for five (5) 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

XXXXXXXXXX XXXXXXXXXXXX XXXXX

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By (Signature): (SEAL)

By: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

TBD

(Date)

(Date)

(Address)

Approved as to Form and Legal Sufficiency:

(City, State, Zip Code)

TBD

(SEAL)

(Secretary)

(Date)

(Witness)

(Date)

**NOTES:**

*IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.*

*BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.*

## CHARLES COUNTY GOVERNMENT

*Department of Fiscal and Administrative Services - Purchasing Division*  
*Telephone: 301-645-0656*

**RFP No. 22-29 – MEDICAL SUPPLIES****QUESTIONS AND RESPONSES NUMBER ONE**

These questions and answers are being provided for informational purposes only and are not part of any resulting contract from this RFP.

<b>A. PRE-PROPOSAL MEETING QUESTIONS RECEIVED</b>		
<b>#</b>	<b>Question</b>	<b>Response</b>
1	Would the County consider changing the 150 mile warehouse requirement to include a warehouse that is 161 miles award from the delivery location?	<i>Initial Response:</i> The County will provide a written response. <i>Clarification Response:</i> This has changed. Refer to Addendum 1, Item 1.B.
2	Who is your current supplier for this bid?	The County does not have a current supplier for this bid.
4	By List price you are asking for our website List price correct, the mfg. does not provide a list price?	<i>Initial Response:</i> The County will provide a written response. <i>Clarification Response:</i> The retail price. Refer to Addendum 1, Item 2.A.
5	How much is the Operative IQ currently?	Approximately \$3,000.00
6	The non-primary awardees do not have to pay the cost for Operative IQ, correct.	Correct.

<b>B. WRITTEN QUESTIONS RECEIVED</b>		
<b>#</b>	<b>Question</b>	<b>Response</b>
1	Per section 2.3 CUSTOMER SERVICE & REQUIREMENTS: #8 Maintain a warehouse within 150 miles of delivery location. Our warehouse is 161 miles from the delivery location, will our bid be considered?	This has changed. Refer to Addendum 1, Item 1.B.
2	Who is your current supplier for this bid?	The County does not have a current supplier for this bid.
3	Do you have Pricing section A in an excel format with formula's in the columns?	Yes. It is available on the County Bid Board.
4	By List price you are asking for our website List price correct, the mfg. does not provide a list price?	The retail price. Refer to Addendum 1, Item 2.A.
5	Does the % discount need to be the same across all lines in section A or can this vary by line item?	The discount for each Item # can vary. (e.g. A1 can be a different percent discount than A2).

6	Does the % discount offered in section A need to match the same discount in section B for items from same mfg.?	No.
7	Can you clarify: A2 DCI Adult Sensor need to know mfg. part # there are a few to chose from?	No mfg part number is available. This is a Rainbow Reusable DCI Spot-Check sensor, 3ft cable made by Masimo.
8	Can you clarify: A5 Electrode red dot need more information, either mfg. product code, or better description, how many per pack?	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
9	Can you clarify: A8 O2 mx Bitrac ED Mas, w Neb need a mfg. part # there are many variations.	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
10	Can you clarify: A18 IV Solution Dextrose, size? Or mfg. product code?	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
11	Can you clarify: A19- A21 Drugs, need dose and Fentanyl is this amp or vial?	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
12	Can you clarify: A25 IV Admin set is this 10drop, or 15 drop, or 60 drop, how many Y sites?	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
13	Can you clarify: A26 Auto BP cuff all sizes, each size is a different price, either add the additional lines or state size for this line.	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
14	Can you clarify: A27 Endotracheal tubes, these also are different prices for 2.0 thru 5.0 and 5.0-10.0 need two lines.	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
15	Can you clarify: A32 Hypo Needles all sizes are not the same price, give size you would like a price for or add lines with all sizes.	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.

**\*\*\*END OF QUESTIONS & RESPONSES #1\*\*\***



# Bound Tree

CHARLES COUNTY

MEDICAL SUPPLIES

-4

DUE – APRIL 22 2022

April 20, 2022

Charles County  
200 Baltimore Street  
Room#B130  
La Plata, Maryland 20646

To Whom It May Concern:

Bound Tree Medical is pleased to offer the attached proposal for the Charles County Bid for Medical Supplies. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

- Proposal Information & Pricing, and Percent Off Information
- BTM Item Numbers & Descriptions
- BTM Pharmaceutical Advantage/ VAWD Certification
- BTM Price Increase Policy
- Disaster Program Information
- BTM University
- References
- Customer Service
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI
- W-9

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

**Stephen Gruenwald**  
Account Manager  
302-562-3625  
[Steven.Grunewald@boundtree.com](mailto:Steven.Grunewald@boundtree.com)

**Tyler Craig**  
Pricing Analyst, Bids & Contracts  
614.760.5241  
[Tyler.Craig@boundtree.com](mailto:Tyler.Craig@boundtree.com)

**CHARLES COUNTY GOVERNMENT**  
**Department of Fiscal & Administrative Services**  
**Purchasing Division**  
Phone: 301-645-0656



**NOTICE TO OFFERORS**  
**REQUEST FOR PROPOSALS NO. 22-42**

**MEDICAL SUPPLIES**

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified contractors to provide medical supplies on an on-call as needed basis. Solicitation documents may be obtained on the County Bid Board located at [www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov). Click on “Business”, and then “Online Bid Board”.

This solicitation is subject to the Small Local Business Enterprise Program (SLBE), in which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program. Minority Business Enterprises are encouraged to respond to this solicitation.

The County Commissioners reserve the right to reject any or all proposals and to waive any informality in the proposals received when such waiver is in the best interest of Charles County. Charles County Government is an Equal Opportunity Employer.

Shanna Reese  
Chief of Purchasing

Publish one (1) time

Issue of **March 25, 2022**



**CHARLES COUNTY GOVERNMENT (CCG) – PURCHASING DIVISION  
REQUEST FOR PROPOSALS (RFP) SUMMARY SHEET**

**RFP Number: 22-42**

**RFP Title: Medical Supplies**

**Description of Work:**

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified firms to provide medical supplies on an as-needed basis.

**Date of Issuance:**

03/17/2022

**Proposal Delivery Address:**

Charles County Government, Purchasing Division  
Attn: Yaffa Seiden, *Assistant Chief of Purchasing*  
200 Baltimore Street, Room #B130  
La Plata, MD 20646

**Sole Point of Contact /Purchasing Representative Information:**

Name & Title: Yaffa Seiden, *Assistant Chief of Purchasing*  
Email: SeidenY@CharlesCountyMD.gov

**Solicitation Events**

**Pre-Proposal Meeting:**     Not Applicable     Optional     Mandatory    Refer to **Part A, Section 1.5.1**

*Registration:* 03/29/2022 before 12:00 p.m. Eastern Time (ET)

*Date & Time:* 03/30/2022 @ 10:00 a.m. ET

*Location:* Virtual

**Last Day for Questions:** 04/07/2022 before 8:00 a.m. ET    Refer to **Part A, Section 1.5.2**

**Proposal Due Date:** 04/22/2022 before 11:00 a.m. ET    Refer to **Part A, Section 1.5.3**

**Technical Proposal Submission Package ~ Do Not Include Any Cost Information**

**Technical Proposal Item Descriptions: Refer to Part A, Section 1.3**

**Complete Quantities:**     Four (4) unbound copies &  One redacted copy, if redaction requested

<b>Technical Proposal Package:</b>	<input checked="" type="checkbox"/> Tab 1 – Project Understanding	<input checked="" type="checkbox"/> Tab 5 – Disaster Recovery Plan
	<input checked="" type="checkbox"/> Tab 2 – Organizational Structure	<input checked="" type="checkbox"/> Tab 6 – Assumptions & Expectations
	<input checked="" type="checkbox"/> Tab 3 – Company Profile	<input checked="" type="checkbox"/> Tab 7 – Existing Users
	<input checked="" type="checkbox"/> Tab 4 – Ordering/Software	<input checked="" type="checkbox"/> Tab 8 – Additional Items

**Original Proposal Submission Package**

**Original Proposal Item Descriptions: Refer to Part A, Section 1.4**

**Complete Quantities:**     One unbound original, &  One unbound copy, &  One redacted copy, if redaction requested

<b>Original Proposal Package:</b>	<input checked="" type="checkbox"/> Cost Proposal Form	<input checked="" type="checkbox"/> Proposed Sub-Contractors Form
	<input checked="" type="checkbox"/> Reference Form - 5	<input type="checkbox"/> SLBE Certification Form (if applicable)
	<input checked="" type="checkbox"/> Addendum Certification Form	<input type="checkbox"/> Official Letter of SLBE Intent (if applicable)
	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/> Licenses and Certifications
	<input checked="" type="checkbox"/> MBE Utilization Affidavit Form	<input type="checkbox"/> Bid Bond

**Provision Requirements**

**Insurance:** Refer to **Part C**    **Evaluation Details:** Refer to **Part A, Section 2.0**

**General Provisions:** Refer to **Part A, Section 4.0**

**Contract Term:** Refer to **Part A, Section 3.2**  
Beginning the day, the contract is executed by the County through June 30, 2023, with six (6) one-year optional renewals at the sole option of the County.

**Price Adjustment:**     Yes, Refer to **Part A, Section 3.3**     Not Applicable

**CCG MBE/SLBE Contact:** Economic Development Department at (301) 885-1340 x2202

**MBE/SLBE Directory:** <http://www.meetcharlescounty.com/local-minority-business-programs/>

**MBE Goal:**     Yes, Aspirational 25% - Refer to **Part A, Section 1.4.2**     Not Applicable/Exempt

**SLBE Program Applicable:**     Yes, Refer to **Part A, Section 1.4.3**     Not Applicable/Exempt

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Offerors may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at <http://www.CharlesCountyMD.gov>.

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## PART A – INSTRUCTIONS, PROVISIONS, AND NOTICES

### 1.0 PROPOSAL INSTRUCTIONS

#### 1.1 PROPOSAL SUBMISSION CONDITIONS

Refer to the *Summary Sheet* for the proposal submission location, due date, and time. Late submission, modification, or withdrawal of proposals after the due date/time will NOT be considered. Offerors are solely responsible for timely delivery of their proposal submission.

Proposals shall be valid and irrevocable for a minimum of one hundred-twenty (120) consecutive calendar days from the due date. An Offeror may submit only (1) proposal in response to this RFP.

If the County is closed for business when proposals are due, for whatever reasons, sealed proposals will be accepted on the next business day the County is open, at the originally scheduled due date and time. Offerors shall monitor the Bid Board for schedule changes issued via addendum.

NOTE: Due to Charles County mail processing, additional time may be necessary for mail delivery. It is the Offeror's sole responsibility to ensure that proposals are submitted timely and to the appropriate location. Acceptable delivery methods are by courier, in-person hand delivered, United States Postal Service, United Parcel Service or Federal Express. Other methods of delivery shall not be accepted.

#### 1.2 PROPOSAL SUBMISSION INSTRUCTIONS & FORMS

Any information identified as "Confidential" shall be noted by reference and appended to the *Proposal Submission*. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

Forms listed in the *Summary Sheet* are published separately in an electronically fillable format, which are available with the other solicitation documents on the Charles County Bid Board.

1. RFP 22-42 – Forms – 220317.docx

Forms are available for download from the Charles County Bid Board via the County's website by following these steps:

1. Go to <http://www.CharlesCountyMD.gov/>.
2. Click on "Business".
3. Click on "Online Bid Board".

#### 1.3 TECHNICAL PROPOSAL PACKAGE

Offerors shall submit copies specified on the *Summary Sheet* of the Technical Proposal package in a sealed envelope separate from the Original Proposal package labeled with the Company's name and address and marked "Technical Proposal". Cost information shall not be included in the Technical Proposal.

##### 1.3.1 *Technical Proposal Package Content*

At a minimum, each technical proposal shall include the following items in the stated order; all pages shall be numbered; using font size of eleven (11) point or larger, printed one-sided on 8.5 x 11 size paper, and all the listed components must be included. Do not provide references to other section/tabs, documents or websites for the information required; information should be specifically included in the RFP response. Technical proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

Provide a Table of Contents with the specified tabs, page numbers, and content below for each tab.

1. Tab 1 – Project Understanding:  
Briefly provide a summary of the proposal stating the offeror's understanding of the requirements.
2. Tab 2 – Organizational Structure:  
Offerors shall provide an organization chart both graphically and in narrative format, that provides a description of the Offeror's proposed organizational structure for this project. The organizational chart shall depict the relationship of its key personnel roles and other key members of the management team. The organizational chart shall provide the names of the proposed staff for each position on the chart along with their certifications.

3. Tab 3 – Company Profile:  
Offerors shall provide a company profile of company locations and services provided at those locations.
4. Tab 4 – Ordering/Software:
  - a) Describe your software technology ordering process such as how users are added, how approvers are set up, and so on.
  - b) Describe the information that is listed in your software solution such as provides list pricing, contract percent discount, extended price, etc.
  - c) Describe your training plan and process.
  - d) Describe ordering process, software solution, etc.
  - e) Describe product delivery process & include the number of calendar days it will take an order to ship for in stock and out of stock (backordered) items.
  - f) Describe product error corrective action plan
  - g) Describe timeline between when orders are placed to when they are delivered & backorder procedures
  - h) Describe reports
  - i) Describe the products available
5. Tab 5 – Disaster Recovery Plan:  
Describe your disaster recovery plan. Provide examples when disaster recovery plan was utilized, how long it was used, how it was initiated, etc.
6. Tab 6 – Assumptions & Expectations:  
Provide all key assumptions you are making. List all expectations of County involvement for successful execution of your solution.
7. Tab 7 – Existing Users:  
Provide a list of existing government entities you are providing similar services for. Include at minimum, the state, city, and time services have been provided. Explain how they align to the requirements listed in this RFP solicitation document.
8. Tab 8 – Additional Items:  
Other information you think is important for consideration in the evaluation of proposals.

#### 1.4 ORIGINAL PROPOSAL PACKAGE

Offerors shall copies specified on the *Summary Sheet* of the Original Proposal package in a sealed envelope separate from the Technical Proposal package labeled with the Company's name and address and marked "Original Proposal".

The Original Proposal Package shall include all items identified on the *Summary Sheet*.

##### 1.4.1 Cost Proposal Form

Cost proposals shall be submitted on the *Cost Proposal Form*. All blank spaces of the form shall be fully completed in legible ink or typewritten. All blank spaces of the form shall be fully completed in legible ink or typewritten.

If the Offeror is not bidding on an item on the *Cost Proposal Form*, the Offeror shall notate that by writing "N/A" in the Total Price or Percentage Discount columns.

The Offeror shall provide pricing and percentage discount as specified on the *Cost Proposal Form*. Prices shall include all profit, overhead, shipping, equipment, transportation cost, etc. There shall be no hidden costs. Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation.

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%).

The *Cost Proposal Form* states the Offeror is or will be licensed to do business in the State of Maryland prior to contract award, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. The *Cost Proposal Form* must be signed by the company official authorized to enter into binding contracts. Any information identified as "Confidential" shall

be noted by reference and appended to the *Cost Proposal Form*. Each item identified as “Confidential” shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

#### **1.4.2 Minority Business Enterprise (MBE) Program – MBE Utilization Affidavit Form**

This form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established an MBE Program which applies to all formal solicitations. There is an aspirational goal of 25% MBE participation for each project. Certified MBEs are encouraged to respond.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government.

The awarded Offeror shall be required to report MBE Utilization to the County post award on the County’s “MBE Utilization – Post Award” form, if they have proposed any MBE usage.

#### **1.4.3 Small Local Business Enterprise (SLBE) Program – SLBE Certification Form & SLBE Letter of Intent – Refer to Summary Sheet Regarding Applicability**

If marked “Applicable” on the *Summary Sheet*, this form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000.00 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm’s proposal is submitted.
- Complete the required SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued less than \$500,000.00.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE offerors. Firms must have completed the registration process and have achieved full SLBE status by the due date for proposals, in order to receive consideration as a SLBE during the evaluation of proposals.

#### **1.4.4 Reference Form**

Offerors shall be required to complete and submit the *Reference Form*. Offerors shall demonstrate at least five (5) years of experience and provide service summaries for a minimum of five (5) representative services over the past five (5) years in each category below. Experience of subcontractors may not be used as experience of the prime. Representative services shall reflect the capabilities of the Offeror serving in a prime capacity. Within each category below please include a variety of references reflecting the Offerors role:

- a) Provided medical supplies on an as needed basis

#### **1.4.5 Addendum Certification Form**

Offerors shall be required to complete and submit the Addendum Certification Form. “NA” shall be noted on the form if it is Not Applicable.

#### **1.4.6 Proposed Sub-Contractors Form**

Offerors shall be required to complete and submit the Proposed Sub-Contractors Form. “NA” shall be noted on the form if it is Not Applicable.

#### **1.4.7 Non-Collusion Affidavit**

Offerors shall be required to complete and submit the Non-Collusion Affidavit Form.

### **1.5 SOLICITATION EVENTS (AS NOTED APPLICABLE)**

#### **1.5.1 Pre-Proposal Meeting**

Firms must register in advance to attend the pre-proposal meeting. To register, email the *Purchasing Representative* specified on the *Summary Sheet* their company name and participant(s) name(s), email address(es), and telephone number(s). Participation instructions shall be provided to registered participants the day before the pre-proposal meeting. The attendance roster will be published on the County’s Bid Board. Refer to the *Summary Sheet* for registration, date and time, and location

information.

### **1.5.2 Last Day for Questions**

The County will not provide responses to questions after the deadline to submit questions specified on the *Summary Sheet*.

### **1.5.3 Proposals Due to County**

Proposals shall be submitted to the County as stated on the *Summary Sheet*. There shall be no public opening of proposals.

## **1.6 OFFEROR CERTIFICATION OF ACCEPTANCE**

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the *RFP or any Appendices* is made part of this solicitation package.

## **1.7 INCURRING COSTS**

The County is not liable for any costs incurred by the Offeror prior to full execution of the contract.

## **1.8 ADDITIONS/MODIFICATIONS TO SOLICITATION FORMS**

Modifications of or additions to the *Cost Proposal Form* or any other County form may be cause for rejection of the proposal, however, the County reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the County may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

## **1.9 ALTERNATE OFFERS**

Offerors must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Offerors must determine for themselves which to offer. If an offeror submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the bid items or items being bid upon to be considered non-responsive and rejected.

## **1.10 "OR EQUAL" INTERPRETATIONS**

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be description but not restrictive in that it is used for the purpose of describing they type, style, quality, performance, and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided in the *Cost Proposal Form* what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

## **1.11 OFFEROR INVESTIGATIONS**

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

## **1.12 SOLE POINT OF CONTACT**

The Purchasing Representative identified on the *Summary Sheet* is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between offerors and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. Offerors or any of their authorized representatives may not initiate contact with Charles County Government or County Consultants other than the Contact identified on the *Summary Sheet*, for any reason during the bidding process or prior to full contact execution. Any communication outside this process may result in disqualification.

## **1.13 QUESTIONS**

All inquiries concerning technical or bidding information shall be directed in writing (via email) with the solicitation number and name in the subject line to the Purchasing Representative identified on the *Summary Sheet*, prior to the due date and time specified. The County will not provide responses to questions after the due date and time specified on the *Summary Sheet*. The person submitting the request will be responsible for its prompt delivery.

### 1.14 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

**Any interpretation, correction, changes to the solicitation will be made only by addendum duly issued and will be posted on the County Bid Board found at [www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov).** Click on “Business” and then “Online Bid Board”. Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the Offeror’s proposed prices unless an alternate price schedule is presented by addendum. It is the responsibility of the Offeror to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

### 1.15 ABILITY TO PERFORM

Offerors shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The County reserves the right to request any additional information, utilize references not provided by an Offeror, and validate any information provided by an Offeror by any means deemed necessary by the County for the purpose of determining the Offeror’s ability to perform the services described herein.

### 1.16 ERRORS

Any errors in computations may be corrected during the County’s review of the proposals. The County shall not be responsible for Offeror computation errors contained on the *Cost Proposal Form*. All values contained on the *Cost Proposal Form* remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity. Errors on any forms submitted remain the sole responsibility of the Offeror.

### 1.17 REJECTION OF QUOTES/BIDS/PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an offeror and the rejection of its proposal:

1. Evidence of collusion among offerors.
2. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the offeror.
4. Default on a previous similar contract for failure to perform.
5. Being delinquent in payments due to Charles County Government.
6. Exceptions or exclusions to the requirements of the solicitation.
7. Failure to be in “Good Standing” with the State of Maryland.
8. Previous substandard performance on a County contract.
9. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
10. Failure to furnish information requested by the County.

The County reserves the right to reject any/all proposal, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the County.

### 1.18 GOOD STANDING REQUIREMENTS

In order to be eligible for award, Offerors shall meet the following conditions prior to contract award:

1. Their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
2. All payments to Charles County Government have been paid and are not delinquent.
3. Their firm is in “good standing” with the State of Maryland Department of Assessments and Taxation.

### 1.19 RESTRICTIONS: NOT APPLICABLE

An individual or a person that employs an individual who the County utilized in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement. Proposal from such an individual or entity will be rejected.

The following is a list of consultant(s) and/or sub-consultant(s) that have received monetary compensation under a contract with the County as the prime consultant to develop the Request for Proposals and have been retained by the County to perform construction phase services on the behalf of the County for this procurement.

N/A

In addition, the County Ethics Committee administers the provisions of the *County Ethics Code, including §170 of the Charles County Code* that contains various restrictions on participating in County procurements.

**1.20 NOTIFICATIONS**

Legal notice given by the County to the Offeror shall be sent to the address provided on the Offeror’s *Cost Proposal Form*. Notice given by the County by any of the following:

1. A communication delivered by shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
  - a. UPS or FedEx or other delivery service; or
  - b. USPS first class postage mail; or
  - c. USPS certified, or
  - d. USPS registered mail.
2. A communication delivered by email shall be deemed as having been received by the addressee the same day the email was sent.

**1.21 NEGOTIATIONS**

The County may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the County. In the event an agreement satisfactory to the County cannot be negotiated, the County may terminate negotiation and move to another Offeror.

**2.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION**

All materials, conferences, proposals, and other matters related to this project shall remain confidential until the contract is executed with the selected firm. The County may use any appropriate technical resources to assist during any part of the evaluation process.

**2.1 RESPONSIVENESS REVIEW**

The County will review the proposal for minimum responsiveness criteria. Proposals that do not meet the minimum responsiveness criteria may be rejected as non-responsive, at the sole option of the County. Any deficiencies will be reviewed and determined by the Chief of Purchasing.

**2.2 EVALUATION CRITERIA**

Proposal evaluation will include, but is not limited to, the following:

Item #	Evaluation Criteria Description	Points
1	Project Understanding/Experience	15
2	Processing Time/Delivery Time	15
3	Software Technology	10
4	Price (TBD)	60
<b>TOTAL POINTS</b>		<b>100</b>

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described herein. Registered SLBE Program Offerors will be provided preferential points assuming the Offeror’s proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offerors utilizing a registered SLBE Program business as a sub-Contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e., SLBE sub-Contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal’s evaluation score).

## 2.3 EVALUATION

Offerors' proposals will be evaluated by an evaluation committee who will evaluate and score the proposals in accordance with the criteria specified above. The County reserves the right to conduct the evaluation in any manner considered in the best interest of the County. The County may utilize any information obtained as a result of reference checks, proposal clarification or additional information requests, offeror negotiations or any other means deemed necessary at the sole discretion of the County to identify the proposal that best meets the County's needs.

## 3.0 AWARD AND CONTRACT FORMATION

The County reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County.

### 3.1 AWARD OF CONTRACT

The County anticipates awarding one primary offeror and may award to additional offeror(s) as determined to be in the best interest of the County.

The County intends to award this solicitation on the basis of a combination of the evaluation of the Offerors' experience and qualifications, as well as the proposed price (**Item A33**). Award will not be based upon cost alone, and this solicitation does not commit the County to award a contract or to award to that firm which has submitted the lowest fee. The evaluation criteria may include: the Offeror's demonstration of their understanding of the work to be performed, past experience, technical ability, other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the County reserves the right to accept any proposal either in part or in its entirety.

At any time, the County may request an offeror to provide additional items such as: additional information, clarification, references, interviews/presentations, and any other documentation needed to assist the County in the award selection process. Failure of an offeror to furnish requested information may constitute grounds for determining an offeror as non-responsive at the sole option of the County.

### 3.2 TERM OF CONTRACT

The Contractor(s) selected shall provide the services and all requirements contained herein for a base period commencing on the date of contract execution by the County through June 30, 2023, with six (6) optional 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

### 3.3 PRICING ADJUSTMENT FOR EXTENSION YEARS

When applicable as indicated on the *Summary Sheet*, pricing under the resulting Contract shall remain firm through the base term. Thereafter, pricing may be adjusted at the beginning of each succeeding year and/or Contract renewal period at the written request of the Contractor to the Chief of Purchasing. Any pricing adjustments shall be determined based upon the percentage change in the Consumer Price Index (CPI) from the previous year. For purposes of this agreement, the CPI is defined as the Consumer Price Index for All Urban Consumers, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of adjustment, the CPI used for each subsequent year of the Contract shall be the last published percentage change in the CPI (for the previous 12 months) either on, or prior to, the anniversary date of the Contract. Price adjustments shall take effect upon written approval by the County.

### 3.4 QUANTITY CONTRACTS AWARDED

The County intends to award the contract to one or more firms. The contract entered into with the successful offeror shall meet all standard provisions required by the County.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

### 3.5 CONTRACT EXECUTION

The successful Offeror to whom the contract shall have been awarded shall be required to execute the County contract (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

### 3.6 CONTRACT DOCUMENTS

All work under this project shall be in accordance with the contract documents. The Contract documents for this project

includes, but is not necessarily limited to, this solicitation package, project plans and specifications as shown in ***RFP and other referenced ordinances, manuals, and specifications.***

Contract Documents shall also include:

- a. All written modifications, amendments and change orders to this Contract issued in accordance with the ***General Provisions.***
- b. Contractor's proposal and accompanying exhibits submitted in response to the County's Project Criteria and Solicitation; and any solicited and/or unsolicited Alternates to the Solicitation accepted by the County in writing.

The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the specified time(s) for the proposed price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the County will make a determination on which item of discrepancy shall take precedence. Within listed documents or group of documents, the later dated shall have precedence over the earlier requirements, and specific requirements shall have precedence over the general requirements.

### **3.7 DEFAULT AND SUSPENSION**

If a Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for proposals as deemed if deemed in the best interests of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the County.

An Offeror /Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Offeror/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

### **3.8 OFFEROR/AWARD PROTESTS**

- a) All protests made pursuant to solicitations must be in writing and delivered to the Chief of Purchasing within the timeframes specified:
  - i. Protests must be delivered to the Chief of Purchasing no later than ten (10) consecutive calendar days after the basis for the protest (i.e., notification of rejection of offeror's proposal, notification of removal of offeror from consideration, etc.) is known or should have been known, whichever is earlier.
  - ii. If protesting contract award, the protest must be delivered to the Chief of Purchasing within ten (10) consecutive calendar days after the Purchasing Division has publicly posted the proposed contract award. This provision shall only apply to "aggrieved" offerors.
  - iii. If offeror seeks as a remedy the cancellation or amendment of the solicitation, the protest must be delivered to the Chief of Purchasing before the submission date for bids/proposals.
  - iv. If the County is closed for business at the due date and time, for whatever reasons, protests will be accepted on the next business day of the County prior to 12:00 p.m. (Eastern Time).

Protests shall be considered timely only if received in the Purchasing Division office prior to close of business within the timeframes specified above.

- b) All protests made pursuant to solicitations shall be delivered to the Chief of Purchasing:  
Charles County Government  
ATTN: Chief of Purchasing,  
Purchasing Division (Room B130)  
200 Baltimore Street,  
La Plata, Maryland 20646
- c) Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Charles County Government". The Chief of Purchasing, may, at his sole election, return the

filing fee to the protesting offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.

- d) Only an offeror that is “aggrieved” is eligible to file a protest. Aggrieved means that the offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors, or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address, and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the offeror making the protest.
- e) The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.
- f) The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the offeror making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. Decisions shall be final, and not subject to appeal.

**3.9 PERFORMANCE EVALUATIONS**

The County shall perform periodic performance evaluations, at the County’s discretion, on all work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County’s contract files.

**3.10 ASSIGNMENT OF CONTRACT**

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the County, Chief of Purchasing.

**3.11 SUBCONTRACTORS**

Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract. Subcontracts for any portion of this contract must be clearly identified in the Offeror’s proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Prime contractor shall perform a minimum of fifty percent (50%) of the work proposed.

**3.12 NEWS RELEASE**

No news releases pertaining to this bid request or the service, study, or project to which it relates will be made without County approval.

**3.13 PUBLIC INFORMATION ACT/CONFIDENTIALITY NOTICE**

Offeror should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal/quote and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Offerors may not declare their entire bid/proposal/quote package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

**3.14 CAMPAIGN FINANCE REFORM ACT OF 2013**

The Maryland Campaign Finance Reform Act of 2013 dictates that vendors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Vendors shall certify that they have filed the requisite disclosure, and if the vendor fails to provide this certification, the County must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

**3.15 HOLIDAY SCHEDULE**

The following holidays are observed by the County:

New Year’s Day	Independence Day
Martin Luther King Jr’s Birthday	Labor Day
*Lincoln’s Birthday	Columbus Day

Washington’s Birthday	Veterans Day
*Maryland Day	Election Day (When Applicable)
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
*FLOATING HOLIDAYS - COUNTY OFFICES AND OPERATIONS SHALL BE OPEN.	

**4.0 GENERAL PROVISIONS**

Any provision specified in this section and addressed elsewhere in the solicitation; *Part B* shall supersede.

**4.1 DEFINITIONS:**

COMMISSIONERS: The County Commissioners of Charles County.

COUNTY: The County Commissioners of Charles County, Maryland.

CONTRACT: The written agreement executed by the County Commissioners of Charles County and the successful offerors, covering the performance of the work and the furnishing of materials required for this project. The contract shall include: A conventional contract or award letter, instructions to offerors, solicitation, specifications and scope of work, special provisions, general provisions, any other addenda, or written instructions pertaining to the method and manner of performing the work, and the Offeror’s proposal.

CONTRACTING OFFICER: The Director of Using Department and includes a duly appointed successor or authorized representative.

CONTRACTOR: The person or persons, partnership, firm or corporation who enters into a contract awarded to him by the COUNTY.

DEPARTMENT: The authorized division or agency of Charles County government responsible for the service or work for which the contract will be written.

DAYS: Calendar Days

EXTRA WORK: A written order to the CONTRACTOR and signed by the CONTRACTING OFFICER, ordering a change in or an addition to the work from that originally shown in the specifications.

GENERAL PROVISIONS: All requirements and provisions contained in this document.

INSTRUCTIONS TO OFFERORS: Information explaining the procurement process, significant dates, and bidding requirements.

OWNER: The entity holding title or having vested interest in the property and rights associated with the property.

SPECIAL PROVISIONS: Statements modifying or changing the requirements or provisions of the General Specifications or adding new requirements or provisions thereto.

SPECIFICATIONS/SCOPE OF WORK: The written or printed agreements and instructions pertaining to the performance of the work to be performed, and/or the quantity and quality of the work/materials to be furnished under the contract.

**4.2 INDEMNIFICATION CLAUSE:**

The Contractor shall protect, hold free and harmless, defend, and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney’s fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor’s agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, it’s officers, agents, and employees.

**4.3 GOVERNING LAW:**

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

**4.4 PAYMENT OF TAXES:**

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

**4.5 SPECIFICATIONS AND DRAWINGS (NOT APPLICABLE)**

The CONTRACTOR shall keep on the work site a copy of the drawings and specifications and shall at all times give the CONTRACTING OFFICER access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the matter shall be promptly submitted to the CONTRACTING OFFICER, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without such a determination shall be at its own risk and expense. The CONTRACTING OFFICER shall furnish from time to time such detailed drawings and other information as he may consider necessary, unless otherwise provided.

**4.6 CHANGES:**

- A. The CONTRACTING OFFICER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:
- (1) In the specifications (including drawings and design);
  - (2) In the method or manner of performance of the work;
  - (3) In the COUNTY furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- Any other written order or an oral order (which terms as used in this paragraph (B.) shall include direction, instruction, interpretation, or determination) from the CONTRACTING OFFICER, which causes any such change, shall be treated as a change order under this article, provided that the CONTRACTOR gives the CONTRACTING OFFICER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.
- B. Except as herein provided, no order, statement, or conduct of the CONTRACTING OFFICER shall be treated as a change under this article or entitle the CONTRACTOR to an equitable adjustment hereunder.
- C. If any change under this article causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (B.) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required; and provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.
- D. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this article, he must, within thirty (30) days after receipt of a written change order under paragraph (A.) above or the furnishing of a written notice under paragraph (B.) above, submit to the CONTRACTING OFFICER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the COUNTY. The statement of claim hereunder may be included in the notice under paragraph (B.) above.
- E. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

**4.7 CHANGE ORDERS:**

- A. Additional Costs:  
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.
- (1) On the basis of a stated lump sum price, or other consideration fixed and agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,
  - (2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required but will in no case include any allowance for general superintendent, office expense, or other

general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.

B. Reduced Costs:

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph A.2 under Additional Costs.

**4.8 DIFFERING SITE CONDITIONS: (NOT APPLICABLE)**

A. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CONTRACTING OFFICER in writing of:

- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
- (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The CONTRACTING OFFICER shall promptly investigate the condition(s), and if he finds that such conditions do materially differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made, and the contract modified in writing accordingly.

- B. No claim of the CONTRACTOR under this article shall be allowed unless the CONTRACTOR has given the notice required in paragraph (A.) above; provided, however, the time prescribed therefore may be extended by the County.
- C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

**4.9 TERMINATION OF CONTRACT FOR CONVENIENCE:**

A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill his obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

- (1) Immediately discontinue any part or all services as directed by the County's authorized representative, and
- (2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.

- B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.
- D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this clause.
- E. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**4.10 TERMINATIONS FOR DEFAULT – DAMAGES FOR DELAY – TIME EXTENSIONS:**

- A. If the CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the COUNTY may, by written notice to the CONTRACTOR, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the COUNTY may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on site of the work and necessary, therefore. Whether or not the CONTRACTOR'S right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the COUNTY resulting from this refusal or failure to complete the work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY so terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion and acceptance of the work together with any increased costs occasioned the COUNTY in completing the work.

- C. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.
- D. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
  - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, acts of the COUNTY in its contractual capacity, acts of another Contractor in the performance of a contract with the COUNTY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and such subcontractors or suppliers; and
  - (2) The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the CONTRACTING OFFICER grants a further period of time before the date of final payment under the contract), notifies the CONTRACTING OFFICER in writing of the causes of delay.

The CONTRACTING OFFICER shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the article of these General Provisions entitled Disputes.

- E. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this article, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this article, or that the delay was excusable under the provisions of this article, the rights and obligations of the parties shall, if the contract contains an article providing for termination for convenience of the COUNTY, be the same as if the notice of termination had been issued pursuant to such article. If, in the foregoing circumstances, this contract does not contain an article providing for termination for convenience of the COUNTY, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the article of these General Provisions entitled Disputes.
- F. In the event the construction of this project is interrupted, halted or discontinued by the order of a Court of competent jurisdiction or the order of a supervening appropriate government authority over which the COUNTY has no control, then in that event, it is the intention of these specifications that the COUNTY'S liability shall be limited only to the actual value of the work already performed and materials already purchased, with no allowance permitted for loss of profits that would have ultimately accrued to the CONTRACTOR had the CONTRACTOR completed the contract.
- G. The rights and remedies of the COUNTY provided in this article are in addition to any other rights and remedies provided by law or under this contract.
- H. As used in Paragraph (D.1.) of this article, the term subcontractors or suppliers means subcontractors or suppliers at any tier.

#### **4.11 PAYMENTS TO CONTRACTOR:**

- A. The COUNTY will pay the contract price, less all costs for overtime superintendence and inspection, as herein-after provided.
- B. The COUNTY will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the CONTRACTING OFFICER, on estimates approved by the CONTRACTING OFFICER. Progress payments will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. If requested by the CONTRACTING OFFICER, the CONTRACTOR shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the CONTRACTING OFFICER, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the CONTRACTOR at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the CONTRACTOR furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract. Such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY'S title to such materials or equipment or otherwise protect the COUNTY'S interest, including applicable insurance and transportation to the site.

- C. All material and work covered by progress payments made shall thereupon become the sole property of the COUNTY, but this provision shall not be construed as relieving the CONTRACTOR from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the COUNTY to require the fulfillment of all of the terms of the contract.

#### **4.12 MATERIAL AND WORKMANSHIP:**

All work under this contract shall be performed in a skillful and workmanlike manner. The CONTRACTING OFFICER may, in writing require the CONTRACTOR to remove from the work any employee the CONTRACTING OFFICER deems incompetent, careless, or otherwise objectionable.

#### **4.13 SUPERINTENDENCY BY CONTRACTOR: (NOT APPLICABLE)**

The CONTRACTOR shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the CONTRACTING OFFICER, on the work at all times during progress, with authority to act for him.

#### **4.14 PERMITS AND RESPONSIBILITIES:**

The CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any complete unit of construction thereof which theretofore may have been accepted.

#### **4.15 CONDITIONS AFFECTING THE WORK:**

The CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations by the COUNTY are expressly stated in the contract.

#### **4.16 OTHER CONTRACTS:**

The COUNTY may undertake or award other contracts for additional work excluded from this contract, and the CONTRACTOR shall fully cooperate with such other Contractors and COUNTY employees and carefully fit his own work to such additional work as may be directed by the CONTRACTING OFFICER. The COUNTY'S separate contractors will coordinate their work with the CONTRACTOR. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by employees.

#### **4.17 PATENT INDEMNITY:**

Except as otherwise provided, the CONTRACTOR agrees to indemnify the COUNTY and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters, Patents of the United States arising out of the performance of this contract or out of the use or disposal by or for the account of the COUNTY of supplies furnished or construction work performed hereunder.

#### **4.18 COVENANT AGAINST CONTINGENT FEES:**

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **4.19 EQUAL OPPORTUNITY:**

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CONTRACTING OFFICER advising the labor union or worker's representative of the CONTRACTOR'S commitments under this Equal Opportunity article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the CONTRACTOR'S noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part.

#### **4.20 SUSPENSION OF WORK:**

- A. The CONTRACTING OFFICER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the public.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CONTRACTING OFFICER in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this article for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- C. No claim under this article shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the CONTRACTING OFFICER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### **4.21 SUBCONTRACTORS:**

Subsequent to the award, the CONTRACTOR shall, submit for approval a complete list of subcontractors who will be engaged by him in the execution of the work. After the list of subcontractors has been approved, no changes shall be made in it without the permission and approval of the CONTRACTING OFFICER. The CONTRACTING OFFICER will, however, permit the CONTRACTOR to take the work out of the hands of any or all of the subcontractors and complete it himself if for any reason it becomes necessary or desirable for him to do so. That portion of the specifications beginning with the CONSTRUCTION SPECIFICATIONS, if included in these documents, is arranged for editorial convenience only, the divisions thereof are not to be construed in the whole as the complete representation of the work, nor individually as authorization or approval by the COUNTY to subdivide the CONTRACTOR'S responsibilities into subcontracts related to such division. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the COUNTY.

#### **4.22 FAIR TREATMENT OF SUBCONTRACTORS AND CONTRACTORS:**

The CONTRACTOR must make payment to any sub-contractor or contractor within 15 business days of receiving payment from the County for a Contractor invoice submitted to the County that billed for services or commodities provided by that sub-contractor or contractor. Contractors may not impose retainage rates upon sub-contractors that are higher than those imposed upon the Contractor by the County.

#### **4.23 SPECIFICATIONS, STANDARDS, AND FORMS:**

Specifications and also standards of associations, societies, and laboratories referred to in these specifications shall become a part of this contract and shall be considered as though incorporated herein. The latest edition or amendment of supplement thereto in effect on the latest bid invitation shall apply. Standards of associations, societies, and laboratories referred to in the specifications may be obtained directly from such organizations.

The COUNTY shall not be responsible for furnishing any drawing, specification, or published material not specifically identified in the Special Provisions of these specifications.

#### **4.24 WORKING HOURS PER DAY:**

The normal number of working hours per day on this contract will be limited to eight (8), unless otherwise authorized by the CONTRACTING OFFICER.

**4.25 SATURDAYS, SUNDAYS, HOLIDAYS, AND NIGHT WORK:**

The CONTRACTOR will not be permitted to do any work which requires the services of the COUNTY'S inspection supervisory forces on Saturdays, Sundays, or holidays unless otherwise authorized by the CONTRACTING OFFICER in writing. However, the CONTRACTOR, with verbal permission of the CONTRACTING OFFICER, may be permitted to perform on Saturdays and holidays, clean-up, and such other items for which no specific payment are involved. In cases of bona fide emergencies, sound judgment shall be exercised.

**4.26 CONTRACTOR RESPONSIBLE FOR OVERTIME COST:**

In cases where the CONTRACTOR desires to work in excess of the normal number of working hours per day and/or on designated COUNTY holidays, Saturdays, or Sundays, the CONTRACTOR shall submit such requests in writing to the CONTRACTOR at least three (3) days in advance of the requested extended working hour period. The CONTRACTOR shall include with the request the specific tasks or operations to be performed during the proposed period of extended working hours. The CONTRACTOR shall be responsible for all costs incurred by the COUNTY in providing superintendence and inspection services to accommodate the CONTRACTOR in working extended hours including premium time, quality control testing, per diem, and miscellaneous expenses. The COUNTY shall, with documentation, deduct the said monies for superintendence and inspection of the CONTRACTOR's work outside the normal working hours from payments due the CONTRACTOR. Said requested deductions shall not constitute a change or change order to the contract. The CONTRACTOR expressly agrees to the deductions from payments due in accordance with the following fee schedule for those services as deemed necessary by the COUNTY:

COUNTY Staff ..... Actual Cost of Staff  
Miscellaneous.....Actual Cost of Staff  
Other .....Actual Cost of Staff

**4.27 EMERGENCY WORK:**

In case of an emergency, when work requiring supervision by the COUNTY or the CONTRACTOR is to be performed on Saturdays, Sundays, holidays or for longer than eight (8) hours per day, the CONTRACTOR shall request permission of the CONTRACTING OFFICER to do so. If, in the opinion of the CONTRACTING OFFICER, the emergency is bona fide, he will grant permission to the CONTRACTOR to work such hours as may be necessary. Also, if, in the opinion of the CONTRACTING OFFICER, a bona fide emergency exists, he may direct the CONTRACTOR to work such hours as may be necessary whether the CONTRACTOR requests permission to do so or not.

**4.28 OPERATING AND RESTORATION: (NOT APPLICABLE)**

The CONTRACTOR shall so conduct his operation as not to interfere with or endanger the ordinary use of existing structures, roads, utilities, and other facilities. The CONTRACTOR shall provide and maintain all temporary roadways which may be authorized and all control and safety devices necessary to maintain traffic, safety, and the optimum normal use thereof. Equipment, operations, and materials shall be confined to the limits defined by the CONTRACTING OFFICER.

The site of the work and facilities required to be constructed under the contract shall be maintained in a clean, orderly, and safe condition. Rubbish, surplus materials, and excess equipment shall not be permitted to accumulate during the progress of the work.

After each facility is completed and after all the work under the contract has been completed, the structure, facility, temporary facilities, barricades, toilets, and all the premises shall be left clean and, in a condition, satisfactory to the CONTRACTING OFFICER.

The CONTRACTOR shall restore at his expense any damage to any property, including damage to trees, shrubs, ground cover, and other vegetation, and the CONTRACTOR shall save and hold the COUNTY free from all claims for damages or injury to all persons or property caused or alleged to have been caused by the CONTRACTOR, his agents, employees, workmen, and subcontractors in the execution of this contract.

**4.29 WORK STOPPAGE BY THE COUNTY:**

The CONTRACTING OFFICER, by issuance of a stop work order, may direct the CONTRACTOR to suspend any work that may be subject to damage because of weather conditions.

**4.30 SAFETY AND HEALTH: (APPLICABLE AS APPLIES TO SERVICES BEING PROCURED)**

The CONTRACTOR shall conduct his operations, including those involving machinery and self-propelled vehicles and equipment in order to protect the lives and health of employees and other persons; prevent damage to property, materials,

supplies, and equipment; and to avoid work interruptions; and the CONTRACTOR shall, in the performance of this contract, comply with the applicable provisions of Federal, State and Municipal safety, health and sanitation laws and codes, and shall otherwise furnish and employ such additional safeguards, safety devices, protective equipment and measures, and fire preventive and suppressive measures and equipment as shall be necessary for the protection of property and for the life and health of personnel. The CONTRACTOR shall, after receipt of notice of deficiencies, immediately correct the conditions to which attention has been directed. Such notice when served on the CONTRACTOR or his representative at the site of work shall be deemed sufficient.

If the CONTRACTOR fails or refuses to comply promptly with requirements, the CONTRACTING OFFICER may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the CONTRACTOR to any extension of time for the performance of the contract or to excess costs or damages.

The CONTRACTOR shall maintain an accurate record of and shall report to the CONTRACTING OFFICER in the manner and on the form prescribed by the CONTRACTING OFFICER, all cases of death, occupational disease or traumatic injury requiring medical attention or causing loss of time from work, or loss of or damage to property of the CONTRACTOR, the public, or the COUNTY arising out of or in the course of fires or employment incident to performance of work under this contract.

#### **4.31 INSURANCE:**

A. Worker's Compensation:

Prior to executing the CONTRACT, the CONTRACTOR shall furnish compensation insurance for employees engaged in this work, shall comply with the Workmen's Compensation Laws of the State of Maryland, and shall give proof of such insurance satisfactory to the CONTRACTING OFFICER.

B. Liability:

Insurance provided shall be in accordance with  
***PART C***

#### **4.32 ADVERTISING:**

No signs or advertisements shall be displayed on the work site except with the prior approval of the CONTRACTING OFFICER.

#### **4.33 FEDERAL, STATE, AND LOCAL TAXES:**

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and Local taxes, and duties.

#### **4.34 INSPECTION AND ACCEPTANCE OF WORK: (NOT APPLICABLE)**

All work on improvements shall be subject to inspection by the CONTRACTING OFFICER during and upon completion of construction and to approval and acceptance by such representative on behalf of the COUNTY, if said work is found to be in accordance with the CONTRACT.

When all work comprised in this contract has been completed, including cleanup and restoration, the CONTRACTOR shall so notify the CONTRACTING OFFICER in writing; the CONTRACTING OFFICER will then make a final inspection. When defects, errors, and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing, but until such acceptance, the CONTRACTOR shall be responsible for the work covered by this contract.

#### **4.35 ERRORS AND OMISSIONS:**

The CONTRACTOR shall, immediately upon his discovery of any statement or detail which is discrepant, or which otherwise appears to be in error, bring the same to the attention of the CONTRACTING OFFICER for decision or correction. Full instructions will always be given if such error or omission is discovered.

#### **4.36 INTENT OF DOCUMENTS:**

It is the spirit and intent of these documents, specifications, and of any drawings forming part of them, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purpose for which designed, and that all parts of the work shall be of a quality be of a quality comparable and consistent with the general industry standards. The CONTRACTOR shall supply all materials and do all work which reasonably may be implied as being incidental to the work of this contract.

**4.37 DISPUTES:**

- A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the CONTRACTING OFFICER who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR.  
The decision of the CONTRACTING OFFICER shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the CONTRACTING OFFICER a written appeal addressed to the COUNTY. The decision of the COUNTY for determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the CONTRACTING OFFICER'S decision.
- B. This DISPUTES article does not preclude consideration of questions of law in connection with decisions provided for in Paragraph A above. Nothing in this contract, however, shall be construed as making final the decision of any administrative, official, representative, or board on a question of law.

**4.38 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS:**

- A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.
- B. By submitting a bid/proposal in response to this solicitation, the Proposer/Contractor certifies that no person will be employed on this project in any manner, including sub-contractors and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The Contractor has sole responsible for compliance with this requirement.
- C. Violation of this requirement may result in termination of the Contract, a penalty of \$1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

\* \* \* \* \* END OF GENERAL PROVISIONS \* \* \* \* \*

**PART B – SPECIAL PROVISIONS****1.0 GENERAL****1.1 BACKGROUND**

The primary purpose of this procurement is to have Contractor(s) provide and deliver medical, health and safety, surgical, and first aid related equipment, supplies, accessories, and services on an “as-needed” basis. As described herein these services are on an as-needed basis with no minimum quantity guaranteed. The contract(s) resulting from this solicitation will have no monetary value.

**1.2 OPEN MARKET**

Charles County Government reserves the right to obtain service from Contractors or suppliers other than the Contractor if the estimated cost of the service or parts, materials, and equipment appears unreasonable or on any emergency basis. Using other Contractors shall not void the conditions of this Contract, nor shall it hold the Contractor liable for any additional costs assumed by Charles County Government by procuring on the open market.

**2.0 SCOPE OF SERVICES****2.1 PRODUCTS**

The County reserves the right to add or delete items available on the contract. The Contractor shall ensure high quality of goods that are new and unused unless otherwise requested by the County. Factory seconds or remanufactured products will not be accepted unless specifically requested by the County in writing. All products provided by the company must meet all Federal, State, and Local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the Contractor for credit at no charge to the County.

**2.2 PRODUCTS AUTHENTICITY**

The Contractor shall purchase goods directly from the original manufacturer of such products or from authorized distributors of such products that provide the distribution channel(s) and chain of custody of the products (the “Tracking Report”). The Tracking Report will track the source of the product back to the original manufacturer and authenticate the distribution process in a manner similar to pedigree tracking systems for pharmaceutical products. Distributor shall provide the Tracking Report for each Product upon request by and shall provide security and control systems to protect against Product tampering. Distributor represents that any Tracking Report it prepares is accurate and in full compliance with state and federal regulations.

### 2.3 CUSTOMER SERVICE & REQUIREMENTS

The Contractor(s) shall have a 24-hour “on-call” emergency number for emergency situations that the County can call and speak with someone. There shall be no separate cost to the County for this service. The Contractor shall also:

1. Have two (2) full time local outside sales representation in Maryland
2. Be FDA and ISO certified Kitting facility
3. Attend regularly scheduled meetings (on-site or virtual as requested by the County)
4. Have a full line distributor able to process pharmaceuticals including Class 2 & 4 items as well as pedigree products
5. Provide County staff training for new products for all work shift intervals
6. Be authorized distributor for all products
7. Provide recall information for all products
8. Maintain a warehouse with one hundred fifty (150) miles of the County delivery location stated in *Part B, Section 2.5.2*
9. Have a proven and sustainable disaster recovery plan
10. Be a Verified Accredited Wholesale Distributor (VAWD)

### 2.4 ONLINE ORDERING/SOFTWARE REQUIREMENTS

The County shall utilize purchase orders or small procurement cards to place orders in accordance with County purchasing code. There shall be no minimum ordering requirements. Simplified ordering of Class II Pharmaceuticals through the County’s secure e-222 Controlled Substances Ordering System (CSOS) without the supporting paper CEA Form 222.

1. The Contractor(s) must be integrated with Operative IQ that shall allow for online ordering
2. Integration shall include expiration date and lot numbers
3. Integration shall allow for orders to be submitted directly to supplier
4. Integration shall provide product availability and pricing
5. Integration shall provide product expiration date and lot numbers for lot tracked items
6. The Primary Contractor shall provide the County with Operative IQ Narcotic Module for twelve (12) months at no charge
7. The solution shall show at minimum the item number, item description, item list price, item contract discount, and extended price
8. Allows multiple authorized users access to place orders
9. Allows items to be added/deleted
10. Prepare and generate reports including at minimum:
  - i. Order history
  - ii. Totals by product
  - iii. Monthly, quarterly, yearly order and expenditure reports
  - iv. Backorder items
  - v. Refunds
11. Online catalog with clear item description and photos
12. Clear description of the unit of measure the item is sold (e.g. each, pack, etc.)
13. Have an ordering approval process where one County employee can enter an order and will route for approval from another County employee
14. Include order specific information such as when an item was ordered, shipped, & received
15. Provide historical information such as order history, invoice history, etc.

### 2.5 DELIVERY OF GOODS

The County reserves the right to cancel an order and/or refuse delivery acceptable if the items ordered are not furnished timely.

#### 2.5.1 Shipping

The Contractor(s) shall ship all in stock items within twenty-four (24) hours of an order being placed. If an item is on backorder or not an in-stock item, the Contractor (s) shall notify the County representative within twenty-four (24) hours from identifying the problem. All orders shall include a shipping receipt that shall include at minimum, the following information:

1. Contractor’s Name
2. Purchase Order # or State “Small Procurement Card Purchase”
3. RFP #
4. Date of Purchase
5. Itemized List of Items Furnished
6. Quantity, List Price, Discount, Extended Cost of Each Item

7. Name of County Representative that Placed the Order

**2.5.2 Location**

Delivery location is 9375 Chesapeake Street, Suite 123, La Plata, MD 20646 unless otherwise requested in writing by the County. All deliveries received must be offloaded and delivered inside the building at the Contractors expense. All deliveries shall be signed for by a County Representative. There is no loading dock or pallet jack, so no shipped items shall be made via freight.

**2.5.3 Time**

Deliveries are accepted Monday through Friday from 8:00 a.m. through 4:30 p.m. (eastern time), except on holidays or otherwise requested by the County.

**2.5.4 Issues & Damaged Goods**

Items received that are damaged will be either rejected at the time of delivery or as soon as noticed. The County will not be charged any fees for damaged or rejected goods.

**2.6 INVOICES**

Invoices shall be net thirty (30) days and mailed to: Charles County Government, Department of Emergency Services, 200 Baltimore Street, La Plata, MD 20646, emailed to [CharlesCoAP@charlescountymd.gov](mailto:CharlesCoAP@charlescountymd.gov) and emailed to other County email addresses as established after contract execution. Invoices shall at minimum include the RFP#, vendor name, date order was made, and itemized pricing.

**2.7 DOCUMENT RETENTION**

The Contractor(s) shall retain all books, records, and other documents relative to award for five (5) years after final payment, or until audited. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any materials during this period.

**3.0 PROPOSAL ITEM DESCRIPTIONS**

Proposal item quantities are estimated and not guaranteed. The *Cost Proposal Form* establishes the unit price and/or percentage discount to be paid for each proposal item. The Offeror agrees that the prices represent a true measure of the labor, shipping, materials, and services required to provide the specified item, including allowances for overhead and profit for each type and unit of work provided.

**3.1 BID ITEMS – SECTION A**

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide pricing and percentage discount for all items listed in this section.

**3.2 BID ITEMS – SECTION B**

For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify “N/A” for items not available or offered.

\*\*\*\*\*END OF SPECIAL PROVISIONS\*\*\*\*\*

**PART C – INSURANCE**

1. The Contractor shall provide, at their expense with companies acceptable to the County, and pay premiums for the following insurance:

Applicable	Provision	
<input checked="" type="checkbox"/>	Commercial Automobile	Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units: i. Bodily Injury:                 \$1,000,000 per person \$2,000,000 per occurrence ii. Property Damage:           \$500,000 per occurrence

<input checked="" type="checkbox"/>	Worker's Compensation	In compliance with Maryland Statutory Liability
<input checked="" type="checkbox"/>	Commercial General Liability	Minimum limits of: \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.
<input checked="" type="checkbox"/>	Employers Liability Insurance:	i. \$500,000 each accident for injury ii. \$500,000 each employee, \$500,000 aggregate for disease
<input type="checkbox"/>	Umbrella excess liability insurance or excess liability insurance	\$5,000,000 each occurrence/ \$5,000,000 aggregate
<input type="checkbox"/>	Professional Liability	Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$2,000,000 aggregate.
<input type="checkbox"/>	Builder's Risk Insurance	<p>The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders' risk "all risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder's risk policy.</p> <p>This insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, property in transit, property stored on or off site, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect's and Contractor's services and expenses required as a result of such insured loss.</p>
<input type="checkbox"/>	Pollution Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Marine Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Environmental Insurance	Includes pollution and use of chemicals in an amount not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
<input type="checkbox"/>	Cyber Insurance	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder's rating of A or better and a financial size of X or larger from Best's Key Rating Guide.
3. The Contractor shall provide the County with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name "The County Commissioners of Charles County" (or other name as directed by the County) as an additional named insured:
  - A. Commercial automobile bodily injury and property damage insurance
  - B. Commercial General Liability

- C. Builder's Risk
- D. Excess Umbrella Liability

4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.
5. The providing of any insurance required herein does not relieve the successful Offeror of any of the responsibilities or obligations assumed by the Offeror in the Contract awarded or for which the Offeror may be liable by law or otherwise.
6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

# Charles County Commissioners



***PREPARED BY:***

**Charles County Government**  
**Department of Fiscal & Administrative Services**  
**Jenifer Ellin, Director**  
**Shanna Reese, Chief of Purchasing**  
200 Baltimore Street • La Plata, Maryland 20646  
MD Relay: 711 • Relay TDD: 1-800-735-2258

**[www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov)**



**Mission Statement:** The mission of the Charles County Government is to provide our citizens the highest quality of service possible in a timely, efficient, and courteous manner. To achieve this goal, our government must be operated in an open and accessible atmosphere, be based on comprehensive long- and short-term planning, and have an appropriate managerial organization tempered by fiscal responsibility. We support and encourage efforts to grow a diverse workplace.

**Vision Statement:** Charles County is a place where all people thrive and businesses grow and prosper; where the preservation of our heritage and environment is paramount; where government services to its citizens are provided at the highest level of excellence; and where the quality of life is the best in the nation.

**Equal Opportunity Employer:** It is the policy of Charles County to provide equal employment opportunity to all persons regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.

## CHARLES COUNTY GOVERNMENT

*Department of Fiscal and Administrative Services - Purchasing Division*  
*Telephone: 301-645-0656*

**RFP No. 22-42 – Medical Supplies****ADDENDUM NUMBER ONE**

TO: All Offerors

Be advised of the following modification(s) & information related to Request for Proposals (RFP) 22-42. These modifications, comments, and attachments are hereby made a part of the solicitation documents to the same extent as if bound therein.

**1. Changes – RFP Solicitation****A. Part A, Section 1.2 – Proposal Submission Instructions & Forms**

Delete forms provided in “RFP 22-42 – Forms – 220317.docx” in its entirety and replace with **RFP 22-42 – Revised Forms – 220331.docx and RFP 22-42 – Revised Cost Proposal Form – 220331.xlsx** available on the County’s Bid Board.

Cost Proposal Form has been revised. It has been updated and is now in MS Excel.

**B. Part B, Section 2.4, Item 8**

Delete the strikethrough text and add the bold italicized text:

8. Maintain a warehouse with ~~one hundred fifty~~ ***within two hundred (200)*** miles of the County delivery location stated in Part B, Section 2.5.2.

**2. Clarification**

A. The term “List Price” in the RFP solicitation document and Cost Proposal Form shall refer to the retail price.

**\*\*\*END OF ADDENDUM\*\*\***

**RFP 22-42 – REVISED FORMS – 220331.docx**

## Vendor Questionnaire

In an effort to improve the quality of service to the vendor/contractor/consultant community, the Fiscal & Administrative Services Department - Purchasing Division is welcoming you to complete this questionnaire after the specific procurement process in which you participated in is finalized.

Please return the completed questionnaire to: Charles County Government, Attn: Purchasing Division, 200 Baltimore St., La Plata, MD 20646; or via email at: [PurAdmin@CharlesCountyMD.gov](mailto:PurAdmin@CharlesCountyMD.gov).

For the following series of statements, please indicate the degree in which you agree/disagree with the statement.					
1. Procurement process-based statements	Strongly Disagree		Neutral		Strongly Agree
The terms and conditions in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The technical specifications or scope of work in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Adequate time was allotted for responding to the solicitation (RFQ, ITB, RFP, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Your inquiries and concerns were addressed in a timely and professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
You were treated in a friendly and professional manner by Purchasing staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
You would respond to future solicitations issued by this office.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>A. If you have chosen to not respond to a solicitation in the past, please indicate your reason(s) below:</b>					
<input type="checkbox"/> Other commitments precluded participation at the time <input type="checkbox"/> Inexperienced in the work/commodities required <input type="checkbox"/> Specifications were unclear, too restrictive, etc. (Explain in COMMENTS section) <input type="checkbox"/> Doing business with the County is simply too complicated (Explain in COMMENTS section) <input type="checkbox"/> We cannot be competitive (Explain in COMMENTS section) <input type="checkbox"/> Time allotted for completion of the Quote/Bid/Proposal is insufficient <input type="checkbox"/> Bonding/Insurance requirements are restrictive (Explain in COMMENTS section) <input type="checkbox"/> Bid requirements (other than specifications) are unreasonable (Explain in COMMENTS section) <input type="checkbox"/> MBE or SLBE requirements (Explain in COMMENTS section) <input type="checkbox"/> Prior County contract experience was unprofitable or otherwise unsatisfactory (Explain in COMMENTS section) <input type="checkbox"/> Other reasons: _____					
<b>Comments:</b>					

**ADDENDUM CERTIFICATION FORM**

\*\*\*Note N/A if Not Applicable.\*\*\*

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \_\_\_\_\_

**Addendum Number:**

**Date of Addendum:**

1

3/31/2022

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The undersigned acknowledges County issued addendums:

Signature: \_\_\_\_\_

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO

**REFERENCE FORM #1**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 1 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #2**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 2 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #3**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 3 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #4**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 4 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #5**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** 5 Jurisdiction/Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**REFERENCE FORM #**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: \*Please see attached References Page\*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

**Reference #:** \_\_\_\_\_ **Jurisdiction/Entity Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Project Name: \_\_\_\_\_

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

**PROPOSED SUB-CONTRACTORS FORM**

\*\*\*Note N/A if Not Applicable. This form may be duplicated if additional space is required\*\*\*

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

**Sub #:** \_\_\_\_\_ Company/Firm Name: \_\_\_\_\_ Percentage of Participation: \_\_\_\_\_

Minority Firm  Minority Class: \_\_\_\_\_ Non-Minority Firm

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

Products/Services: \_\_\_\_\_

**Sub #:** \_\_\_\_\_ Company/Firm Name: \_\_\_\_\_ Percentage of Participation: \_\_\_\_\_

Minority Firm  Minority Class: \_\_\_\_\_ Non-Minority Firm

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

Products/Services: \_\_\_\_\_

**Sub #:** \_\_\_\_\_ Company/Firm Name: \_\_\_\_\_ Percentage of Participation: \_\_\_\_\_

Minority Firm  Minority Class: \_\_\_\_\_ Non-Minority Firm

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

Products/Services: \_\_\_\_\_

**Sub #:** \_\_\_\_\_ Company/Firm Name: \_\_\_\_\_ Percentage of Participation: \_\_\_\_\_

Minority Firm  Minority Class: \_\_\_\_\_ Non-Minority Firm

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

Products/Services: \_\_\_\_\_

The undersigned certifies the accuracy of the content provided on the Proposed Sub-Contractors Form:

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

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

**MBE UTILIZATION AFFIDAVIT FORM**

**\*\*\*Note N/A if Not Applicable.\*\*\***

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

Provide the following information about your firm:

- 1. Certified Minority Business Enterprise? Yes  No 
  - a. Certified by: State of Maryland? Yes  No
  - b. Federal 8-A Registration? Yes  No
  - c. Charles County Local Government? Yes  No
  - d. Other (please list) \_\_\_\_\_

Principle Owner’s Minority Class (please check):

African American  Asian American  Women  Hispanic American   
 Native American  Other (please list): \_\_\_\_\_

- 2. If the response to Question 1 is no, have Minority Business Enterprises provided services, or supplied any items associated with your response to this Request for Quotes, Request for Proposals, or Invitation to Bid? Yes  No

NOTE: If the response to Question 2 is yes, please include a list on the next page of all MBE subcontractors, names and addresses, the nature of the services or supplies being furnished, percentage of the overall contract amount and complete the remainder of this form. If the response to Question 2 is no, please provide signature and title at bottom of form.

Total Bid/Proposal/Quote: \$ \_\_\_\_\_

Total Minority Business Enterprise Bid/Proposal Cost/Value/Amount: \$ \_\_\_\_\_

Percent of Total Minority Business Enterprise Contract: \_\_\_\_\_ %

The undersigned certifies the accuracy of the content provided on the MBE Utilization Affidavit Form:

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

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

**NON-COLLUSION AFFIDAVIT FORM**

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: Bound Tree Medical LLC

I do solemnly declare and affirm, under the penalties of perjury, the following:

1. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate or employee of the Bidder/Offeror/Quoter, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder/Offeror/Quoter, to obtain information that would give the Bidder/Offeror/Quoter an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate of the Bidder/Offeror/Quoter, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal Government of acts or omissions committed after July 1, 1977, except as noted below: All pursuant to Article 78A, Section 16D of the Annotated Code of Maryland.

\_\_\_\_\_  
*Signature*

Shawn Saylor, CFO  
*Name and Title of Signer*

Bound Tree Medical LLC  
*Company*

4/20/2022  
*Date*

Subscribed to and sworn to before me, a Notary Public of the

\_\_\_\_\_ (state/district & county/city: e.g., Maryland, Charles County)

4/20/2022 (date: e.g., January 1, 2022) first written above.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expire

**SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT**

\*\*\*Note N/A if Not Applicable.\*\*\*

Solicitation Information		
Solicitation Name: <u>Medical Supplies</u>	Solicitation #: <u>22-42</u>	
Part 1. Prime Bidder/Offeror SLBE Status		
Name of Bidder/Offeror: <u>N/A</u>		
Respond to the following questions:		
	<b>Check One</b>	
	<b>Yes</b>	<b>No</b>
1. Is the Prime Contractor a Registered SLBE?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify the Bidder/Offeror's SLBE Registration #:		
	<b>Yes</b>	<b>No</b>
2. If the response to Question 1 is "No", is the Bidder/Offeror claiming SLBE preference based upon the use of <b>registered</b> SLBE(s) to provide services or items associated with the Bidder's/Offeror's Bid/Proposal?	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: If the response to Question 2 is Yes, complete Part 2 below and the "SLBE Subcontractors Participation Schedule" form in Part 4.		
Part 2. SLBE Subcontractor Participation		
Provide the total value of SLBE work to be provided and complete the "SLBE Subcontractors Participation Schedule" form in Part 4 identifying the individual SLBE(s) and the amount of their intended involvement.		
Total Bid/Proposal Price:	\$	
Total SLBE Work – Bid/Proposal Value:	\$	
Percentage of Total Work (Dollar Value) of SLBE(s):	%	
Part 3. Certification of SLBE Preferences		
By signing below, the BIDDER/OFFEROR certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms, including the SLBE participation schedule and Letters of SLBE Intent. Additionally, the BIDDER/OFFEROR will notify the Chief of Purchasing within 72 hours via written notice if a subcontractor on the SLBE participation schedule is unable to perform work set forth in the schedule; and within 7 consecutive days of making the determination, make a written request to amend the SLBE participation schedule. The COUNTY shall be granted access to inspect any relevant matter related to SLBE Program compliance, including records and the jobsite and to interview subcontractors and workers. The BIDDER/OFFEROR is aware that noncompliance, as determined by the COUNTY, may result in the BIDDER/OFFEROR to take corrective actions and/or result in sanctions as set forth in the contract.		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

**Part 4. SLBE Subcontractors Participation Schedule**

**Instructions:** Identify each registered SLBE subcontractor below, including SLBE registration numbers, Federal Employer Identification Numbers (FEINs), company names and addresses, the nature of the services or supplies being furnished, value of work to be performed by the SLBE, and the percentage of the overall project amount and complete the “Official Letter of SLBE Intent” with each SLBE subcontractor/joint-venture partner included in the schedule below.

SLBE Registration #	FEIN or Social Security #	Company Name Address Phone & Fax	Services to be Provided	Value of SLBE Work From Letter of Intent	SLBE % of Contract
				\$	%
				\$	%
				\$	%
				\$	%
				\$	%

If additional space is needed, please submit information on a separate sheet and attach hereto. For each registered SLBE subcontractor identified, complete an “Official Letter of SLBE Intent” form provided below.

**OFFICIAL LETTER OF SLBE INTENT**

\*\*\*Note N/A if Not Applicable.\*\*\*

A LETTER OF INTENT is required for each SLBE identified in Part 4 of the SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT. The LETTER OF INTENT must be signed by both the Bidder/Offeror and Registered SLBE Firm.

**Solicitation Information**

Solicitation Name: Medical Supplies Solicitation #: 22-42

**Part 1. To be Completed by the Bidder/Offeror**

Name of Bidder/Offeror: N/A

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

Contact Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Identify the services to be performed or items to be supplied by the SLBE, including Bid Item (if applicable):

\_\_\_\_\_

Value of Work to be Performed by the SLBE: \$ \_\_\_\_\_

Value of Work as a Percentage of Total Bid/Proposal Price: \_\_\_\_\_ %

**Part 2. To be Completed by the SLBE**

Name of SLBE: \_\_\_\_\_

SLBE Registration #: \_\_\_\_\_

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

Contact Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Part 3. Certification of SLBE Intent**

The Bidder/Offeror certifies its intent to utilize the SLBE identified above for the effort identified in this bid/proposal, and that the work described above is accurate. Bidder/Offeror will provide the County with a copy of the related subcontract agreement and/or purchase order prior to commencement of the SLBE's work. The SLBE firm certifies that it has agreed to provide such work identified and/or supplies for the amount stated above.

**Bidder/Offeror:** \_\_\_\_\_  
*Signature Title Date*

**SLBE Firm Rep:** \_\_\_\_\_  
*Signature Title Date*

**SAMPLE CONTRACT**

THIS CONTRACT, made on \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFP No. 22-42, MEDICAL SUPPLIES**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and discounts respectively named therefore in the proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the individually listed unit prices and percentage discount shown on the COST PROPOSAL FORM in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and discounts respectively named therefore in the Contractor’s proposal dated **(TBD)** attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The base term of the CONTRACT shall begin on the date of Contract Execution by the County and end on June 30, 2023, with an option for five (5) 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

XXXXXXXXXX XXXXXXXXXXXX XXXXX

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By (Signature): (SEAL)

By: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

TBD

(Date)

(Date)

(Address)

Approved as to Form and Legal Sufficiency:

(City, State, Zip Code)

TBD

(SEAL)

(Secretary)

(Date)

(Witness)

(Date)

**NOTES:**

*IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.*

*BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.*

## RFP 22-42 - REVISED COST PROPOSAL FORM - 220331

### 1. Offeror Information

Offeror/Company Name: **Bound Tree Medical LLC**

Point of Contact Name & Title: **Steve Gruenwald, Account Manager**

Point of Contact Email: **submitbids@boundtree.com**

Point of Contact Telephone #: **800.533.0523**

Offeror Address: **5000 Tuttle Crossing Blvd.**

**Dublin, OH 43016**

Company Formation Date: **2004**

FEIN#: **31-1739487**

*By signing below, the offeror certifies the information provided in this section is accurate:*

Signature: \_\_\_\_\_

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

### 2. Conditions

- a. The contact information listed in Section 1 shall be used by the County to communicate with the offeror.
- b. The offeror is licensed or will be licensed to do business in the State of Maryland prior to contract award.
- c. The offeror complies with and takes no exceptions to all requirements of the RFP.
- d. The proposal is valid for a minimum of one hundred twenty (120) days from the proposal due date.
- e. This proposal is submitted in accordance with the County's Notice to Offerors requesting proposals to be received for the work outlined in the RFP.
- f. The offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- g. The offeror agrees to furnish all services as outlined in the RFP for the prices listed in Section 3.

*By signing below, the offeror acknowledges and agrees to the conditions described in this section.*

Signature: \_\_\_\_\_

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

**\*Please Note: UOM may not be accurate based on how BTM sells each item. Please refer to the BTM Item List below for accurate prices/UOM\***

**3. Pricing**

\* For Section A on the Cost Proposal Form, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide bid on all items in this section.

\* For Section B on the Cost Proposal Form, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify "N/A" for items not available or offered.

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A1	Naloxone 2Mg 2ML Luer Jet Prefilled syringe	\$ 459.90	Case	57.56%	\$ 195.18	35	\$ 6,831.30
A2	DCI Adult reusable sensor, 20-pin connector, 3ft SpCO	\$ 1,029.99	Each	33.98%	\$ 680.00	20	\$ 13,600.00
A3	Defib ECG adult pads w/quik-combo connector 2ft lead, LP12, LP15	\$ 42.99	Each	56.85%	\$ 18.55	65	\$ 1,205.75
A4	Smart Capnoline plus Non-intubated, oral nasal w/O2 tubing, adult	\$ 1,349.00	Box	35.58%	\$ 869.00	75	\$ 65,175.00
A5	Electrodes, red dot, foam tape and sticky gel, w/o Abrader: Red dot monitoring electrode with foam tape and sticky gel, adult, 1.36 in L x 1.60 in W; 50 per bag	\$ 10.11	Case	61.68%	\$ 3.87	45	\$ 174.32
A6	Glucagon 1mg, 1ml, vial kit with sterile water	\$ 282.99	Each	49.73%	\$ 142.25	240	\$ 34,140.00
A7	Epinephrine,1:10000, 1mg, 10ml Luer Jet	\$ 151.99	Pack	30.64%	\$ 105.42	100	\$ 10,542.00
A8	O2 max Bitrac ED Mask, w/Neb, Adult, w/3-Set valve, Ohmeda Connector: Pulmodyne Item #313-7556XN-1EA	\$ 739.90	Case	38.30%	\$ 456.50	10	\$ 4,565.00

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A9	Nasal Narcan Spray 4mg	\$ 62.50	Each	27.71%	\$ 45.18	75	\$ 3,388.77
A10	IV flush Syringe, normal saline, 10ml, Prefilled 12cc syringe, sterile	\$ 997.00	Case	82.33%	\$ 176.18	50	\$ 8,808.84
A11	Supraglottic Airway kit	\$ 55.99	Each	41.97%	\$ 32.49	25	\$ 812.25
A12	IV Solution lactated ringers 500ml bags	\$ 329.00	Case	79.77%	\$ 66.57	30	\$ 1,997.07
A13	Defib/ECG pads pediatric w/quick-combo connector for LP12, LP15, LP10	\$ 39.99	Each	53.61%	\$ 18.55	60	\$ 1,113.00
A14	IV Catheter, Clearsafe comfort all sizes	\$ 99.95	Case	57.63%	\$ 42.35	65	\$ 2,752.86
A15	Ketamine, 10ml vial	\$ 211.99	Box	59.99%	\$ 84.82	20	\$ 1,696.40
A16	4 Wire limb lead w/12 lead capability ECG 5ft trunk cable LP12, LP15	\$ 699.99	Pack	49.46%	\$ 353.75	25	\$ 8,843.75
A17	Glucose test strips	\$ 17.29	Box	47.72%	\$ 9.04	125	\$ 1,130.00
A18	IV Solution, Dextrose:						
A18.1	Dextrose 5%, 100mL bag	\$ 509.00	Case	49.12%	\$ 259.00	100	\$ 25,900.00
A18.2	Dextrose 10%, 250mL bag	\$ 278.16	Case	77.91%	\$ 61.44	100	\$ 6,144.00
A19	Verapamil Vial:						
A19.1	5mg vial	\$ 1,549.75	Each	41.99%	\$ 899.00	20	\$ 17,980.00
A19.2	10mg vial	\$ 290.00	Each	36.20%	\$ 185.03	20	\$ 3,700.64

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A20	Amiodarone Vial: 50mg/mL vial	\$ 121.99	Each	59.38%	\$ 49.55	10	\$ 495.50
A21	Fentanyl: 100 mcg/mL vial	\$ 67.99	Box	45.59%	\$ 36.99	70	\$ 2,589.30
A22	Epinephrine 1:1000 1ml	\$ 240.00	Each	47.27%	\$ 126.56	25	\$ 3,164.07
A23	Ketamine, 20ml vial	\$ 549.90	Each	54.42%	\$ 250.66	40	\$ 10,026.36
A24	IV extension set	\$ 196.00	Box	56.63%	\$ 85.00	25	\$ 2,125.00
A25	IV administration set: 10gtt set, two Y sites	\$ 174.50	Box	67.91%	\$ 56.00	25	\$ 1,400.00
A26	Automatic BP Cuff for LP 15:						
A26.1	Pediatric	\$ 8.79	Each	63.37%	\$ 3.22	60	\$ 193.20
A26.2	Adult	\$ 44.79	Each	49.56%	\$ 22.59	60	\$ 1,355.40
A26.3	Large Adult	\$ 8.79	Each	44.37%	\$ 4.89	60	\$ 293.40
A27	Endotracheal tube:						
A27.1	Size 2.0 - 5.0	\$ 1.80	Box	61.11%	\$ 0.70	100	\$ 70.00
A27.2	Size 5.0 - 10.0	\$ 1.80	Box	61.11%	\$ 0.70	100	\$ 70.00
A28	Diphenhydramine 50mg/ 1ml vial	\$ 60.50	Box	52.20%	\$ 28.92	15	\$ 433.80
A29	Albuterol 0.083%, 2.5mg/3ml	\$ 10.19	Box	71.34%	\$ 2.92	25	\$ 73.00

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A30	Midazolam 5mg/1ml	\$ 77.99	Box	84.41%	\$ 12.16	10	\$ 121.60
A31	EKG paper for LP15	\$ 299.40	Case	62.53%	\$ 112.20	15	\$ 1,683.00
A32	Hypodermic Needles w/shielding mechanism:						
A32.1	18g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.22
A32.2	21g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.25
A32.3	22g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.25
A32.4	25g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.22
<b>A33</b>	<b>TOTAL BASE PROPOSAL ITEMS (SUM OF ITEMS A1 THROUGH 32)</b>						<b>\$ 246,259.51</b>

*\*Estimated Quantities (Est. Qty.) may or may not be used and are not guaranteed*

The undersigned has caused this proposal pricing Section A to be executed as of the date indicated below:

Signature \_\_\_\_\_

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

<b>B. Additional Items</b>		
<b>Item No.</b>	<b>Description</b>	<b>Percent Discount off List Price**</b>
B1	3M Healthcare	<b>30.00%</b>
B2	Abbott	<b>30.00%</b>
B3	ADI Medical	<b>30.00%</b>
B4	Allied HealthCare	<b>30.00%</b>
B5	AMBU	<b>30.00%</b>
B6	American Diagnostic Corp.	<b>30.00%</b>
B7	Ansell	<b>30.00%</b>
B8	B. Braun Medical	<b>30.00%</b>
B9	Baxter	<b>30.00%</b>
B10	Becton Dickinson	<b>30.00%</b>
B11	Briggs Healthcare	<b>30.00%</b>
B12	Cardiac Science	<b>30.00%</b>
B13	Cardinal Health	<b>30.00%</b>
B14	Care Fusion	<b>30.00%</b>
B15	Combat Medical	<b>30.00%</b>

<b>B. Additional Items</b>		
<b>Item No.</b>	<b>Description</b>	<b>Percent Discount off List Price**</b>
B16	ConMed	30.00%
B17	Conterra	30.00%
B18	Curaplex(incl. Evalve Med and Tri-Anim Heath Services)	30.00%
B19	Duka Corp.	30.00%
B20	Dynarex Corp.	30.00%
B21	Ecolab	30.00%
B22	H&H Associates	30.00%
B23	Hartwell	30.00%
B24	Hawkpacks	30.00%
B25	Healthmark	30.00%
B26	Honeywell	30.00%
B27	Intersurgical Inc.	30.00%
B28	JtPosey	30.00%
B29	Laerdal	10.00%
B30	Lightning Storm	30.00%
B31	Masimo	30.00%

<b>B. Additional Items</b>		
<b>Item No.</b>	<b>Description</b>	<b>Percent Discount off List Price**</b>
B32	Medical Device International	30.00%
B33	Medline Industries	30.00%
B34	Medsource Int.	30.00%
B35	Medtronic (Incl. Covidien, Kendall, and Nellcor)	30.00%
B36	Meret Oxygen Products	30.00%
B37	Metrex	30.00%
B38	Morrison Medical	30.00%
B39	Mylan	30.00%
B40	Nasco International	30.00%
B41	NeoTech	30.00%
B42	North American Rescue	30.00%
B43	Owens and Minor	30.00%
B44	Parent Production	30.00%
B45	Pelican Products	30.00%
B46	Persys	30.00%
B47	Pharmaceuticals	15.00%

<b>B. Additional Items</b>		
<b>Item No.</b>	<b>Description</b>	<b>Percent Discount off List Price**</b>
B48	Philips	30.00%
B49	Phillips	30.00%
B50	Propak	30.00%
B51	Pulmodyne	30.00%
B52	Safetec	30.00%
B53	Simulaid	10.00%
B54	Smith Medical	30.00%
B55	SSCOR	10.00%
B56	Stat Packs	30.00%
B57	Stryker	30.00%
B58	Sun Med	30.00%
B59	Teleflex (Incl. Pyng, Rusch, Tory, and Wolf)	30.00%
B60	UCAP IT (software excluded)	See Percent Off Sheet
B61	Welch Allyn	30.00%
B62	Westmed	30.00%

**\*\* Percent discount shall apply to items not listed in Section A above and shall also be utilized for the term of the contract.**



Item List for Charles County Emergency Services  
Medical Supplies

Charles County Emergency Services Line ID	Charles County Emergency Services Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
A1	Naloxone 2Mg 2ML Luer Jet Prefilled syringe	373369	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS	IMS LIMITED	7632933691	\$ 195.18	10/CS
A2	DCI Adult reusable sensor, 20-pin connector, 3ft SpCO	2712-26963	Masimo Rainbow DCI, Adult Reusable Sensor, 20-pin Connector, 3 ft, SpCO, SpMet, SpO2	MASIMO	2696	\$ 680.00	1/EA
A3	Defib ECG adult pads w/quik-combo connector 2ft lead, LP12, LP15	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	\$ 18.55	1/PR
A4	Smart Capnoline plus Non-intubated, oral nasal w/O2 tubing, adult	177268	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX	MEDTRONIC (covidien)	MVAO100U	\$ 8.69	1/EA
A5	Electrodes, red dot, foam tape and sticky gel, w/o Abrader: Red dot monitoring electrode with foam tape and sticky gel, adult, 1.36 in L x 1.60 in W; 50 per bag	C925301	Electrodes, Red Dot, Monitoring, Foam Tape, Sticky Gel, w/Abrader 50/bg 20bg/cs	3M	2570	\$ 9.69	50/BG
A6	Glucagon 1mg, 1ml, vial kit with sterile water	0593-03	Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	OTHER MANUFACTURER	63323-0593-03	\$ 142.25	1/EA
A7	Epinephrine,1:10000, 1mg, 10ml Luer Jet	373316	*MFG B/O* Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk	IMS LIMITED	7632933161	\$ 105.42	10/PK
A8	O2 max Bitrac ED Mask, w/Neb, Adult, w/3-Set valve, Ohmeda Connector: Pulmodyne Item #313-7556XN-1EA	313-7556XN-1EA	O2-MAX Fixed 3-SET O2-CPAP, w/Integrated Neb, Bitrac ED Mask w/Ohmeda Quik-Connect, Adult MED	PULMODYNE	313-7556XN-1	\$ 45.65	1/EA
A9	Nasal Narcan Spray 4mg	0353-02	Nasal Narcan Spray 4mg, 0.1ml, (Naloxone) 2/bx 12bx/cs	Emergent Devices (Adapt Pharma Inc)	69547-353-02	\$ 90.36	2/BX
A10	IV flush Syringe, normal saline, 10ml, Prefilled 12cc syringe, sterile	600-10	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile 100ea/bx 4bx/cs	AQUABILITI	2T0806	\$ 0.44	1/EA
A11	Supraglottic Airway kit	2114-44434	*NEW DESIGN* Supraglottic Airway Kit, King LTS-D Adult, incl Tube, 60cc Syringe, Lube, Red, Size 4	AMBU	KLTS434	\$ 32.49	1/EA
A12	IV Solution lactated ringers 500ml bags	G0903	IV Solution, Lactated Ringers 500ml Bag 24ea/cs BBraun L7501	B. BRAUN MEDICAL, INC	L7501	\$ 2.77	1/EA
A13	Defib/ECG pads pediatric w/quick-combo connector for LP12, LP15, LP10	16383	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Pediatric	CURAPLEX BY BOUND TREE	6600201H	\$ 18.55	1/PR
A14.1	IV Catheter, Clearsafe comfort all sizes; Size 14ga	1612-84110	ClearSafe Safety IV Catheter 14ga x 1.25in	CURAPLEX BY BOUND TREE	MS-84114	\$ 1.25	1/EA
A14.2	IV Catheter, Clearsafe comfort all sizes; Size 16ga	1612-84120	Curaplex IV Catheter, ClearSafe, 16 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84116	\$ 1.25	1/EA
A14.3	IV Catheter, Clearsafe comfort all sizes; Size 18ga	1612-84130	Curaplex IV Catheter, ClearSafe, 18 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84118	\$ 1.25	1/EA
A14.4	IV Catheter, Clearsafe comfort all sizes; Size 20ga	1612-84240	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84220	\$ 1.30	1/EA
A14.5	IV Catheter, Clearsafe comfort all sizes; Size 22ga	1612-84250	Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84222	\$ 1.30	1/EA
A14.6	IV Catheter, Clearsafe comfort all sizes; Size 24ga	1612-84260	Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84224	\$ 1.30	1/EA
A15	Ketamine, 10ml vial	2051-05	C3 KETAMINE 100MG/ML, 5ML VIAL, 10/BX	PFIZER INC.	0409205105	\$ 84.82	10/BX
A16	4 Wire limb lead w/12 lead capability ECG 5ft trunk cable LP12, LP15	2743-01811	*SEE NOTES* 4 WIRE LIMB LEAD W/12 LEAD CAPABILITY ECG 5ft TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	STRYKER	11111-000018	\$ 353.75	1/EA
A17	Glucose test strips	2763-53050	Blood Glucose Test Strips, Assure Prism Multi 50/bx*Approved for Multipatient Use*	Arkray	530050	\$ 9.04	50/BX
A18.1	IV Solution, Dextrose: Dextrose 5%, 100mL bag	7923-23EA	Dextrose, 5%, 100ml Bag *MFCTR Backorder*	ICU MEDICAL	0792323	\$ 2.59	1/EA
A18.2	IV Solution, Dextrose: Dextrose 10%, 250mL bag	7520-20	IV Solution, Dextrose 10% 250ml Bag 24ea/cs	B. BRAUN MEDICAL, INC	L5202	\$ 2.56	1/EA
A19.1	Verapamil Vial: 5mg vial	0074114401	Verapamil, 5mg, 2ml Vial	PFIZER INC.	0409114405	\$ 899.00	25/BX
A19.2	Verapamil Vial: 10mg vial	AB1144-02	Verapamil, 10mg, 4ml Vial	PFIZER INC.	0409114402	\$ 185.00	5/BX
A20	Amiodarone Vial: 50mg/mL vial	0616-03	Amiodarone, 150mg, 3ml Vial	OTHER MANUFACTURER	63323-0616-03	\$ 49.55	25/PK
A21	Fentanyl: 100 mcg/mL vial	379094	Fentanyl, Class II, 0.05mg/ml, 2ml Vial	PFIZER INC.	0409909422	\$ 36.99	25/BX

Item List for Charles County Emergency Services  
Medical Supplies

Charles County Emergency Services Line ID	Charles County Emergency Services Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
A22	Epinephrine 1:1000 1ml	103-10	Epinephrine 1mg, 1ml ampule 1ea 10ea/pk	BPI LABS, LLC	54288-103-10	\$ 126.51	10/PK
A23	Ketamine, 20ml vial	0181-20	C3 Ketamine 10mg/ml 20ml Vial 10/bx	OTHER MANUFACTURER	996504	\$ 250.70	10/BX
A24	IV extension set	1714-31081	Curaplex 8in Extension Set	CURAPLEX BY BOUND TREE	AE3108-CUR	\$ 0.85	1/EA
A25	IV administration set: 10gtt set, two Y sites	G1010	IV Admin Set, 96 in, 10 Drop, 2 Y Sites 50ea/cs	AMSINO INTERNATIONAL INC	109602	\$ 1.12	1/EA
A26.1	Automatic BP Cuff for LP 15: Pediatric	2614-21309	BP Cuff, FlexiPort, Size 9 Child, Disposable, Two Tube, Locking Connector 20ea/cs	WELCH ALLYN, INC..	SOFT-09-2MQ	\$ 3.22	1/EA
A26.2	Automatic BP Cuff for LP 15: Adult	2615-21311	BP Cuff, FlexiPort, Size 11 Adult, Reusable, Two Tube, Locking Connector	WELCH ALLYN, INC..	REUSE-11-2MQ	\$ 22.59	1/EA
A26.3	Automatic BP Cuff for LP 15: Large Adult	2614-21312L	BP Cuff, FlexiPort, Size 12L LG Adult Long, Disposable, Two Tube, Locking Connector 20ea/cs	WELCH ALLYN, INC..	SOFT-12L-2MQ	\$ 4.89	1/EA
A27.1	Endotracheal tube: Size 2.0 - 5.0	2113-20245	CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 4.5mm	CURAPLEX BY BOUND TREE	2113-20245	\$ 0.70	1/EA
A27.2	Endotracheal tube: Size 5.0 - 10.0	2113-20250	CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 5.0mm	CURAPLEX BY BOUND TREE	2113-20250	\$ 0.70	1/EA
A28	Diphenhydramine 50mg/ 1ml vial	0376-25	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL 25 VIALS/PK	Hikma Pharmaceuticals USA Inc	0641037625	\$ 28.92	25/PK
A29	Albuterol 0.083%, 2.5mg/3ml	9501-25	ALBUTEROL 0.083% 2.5MG, 3ML 25VIALS/BX	NEPHRON PHARMACEUTICALS CORP	9501-25	\$ 2.92	25/BX
A30	Midazolam 5mg/1ml	2308-01	C4 Midazolam 5mg, 1ml Vial 10/bx	PFIZER INC.	0409230801	\$ 12.16	10/BX
A31	EKG paper for LP15	2745-10108	Curaplex ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio- Control LP11, LP12, LP15 1/RL 60RL/CT	CURAPLEX BY BOUND TREE	LP12	\$ 1.87	1/RL
A32.1	Hypodermic Needles w/shielding mechanism: 18g	1641-91830	Safety Glide Hypodermic Needle, 18ga x 1 1/2inch	Becton Dickinson	305918	\$ 0.33	1/EA
A32.2	Hypodermic Needles w/shielding mechanism: 21g	G4010	Safety Glide Hypodermic Needle, 21ga x 1inch	BECTON DICKINSON	305915	\$ 16.65	50/BX
A32.3	Hypodermic Needles w/shielding mechanism: 22g	C012350	Safety Glide Hypodermic Needle, 22ga x 1 1/2inch	BECTON DICKINSON	305900	\$ 16.65	50/BX
A32.4	Hypodermic Needles w/shielding mechanism: 25g	62305916	Needle Hypodermic, SafetyGlide, 25 ga x 1 inch, with shielding mechanism 500ea/cs (50/bx 10bx/cs)	Becton Dickinson	305916	\$ 0.33	1/EA



To Whom It May Concern:

In response to your bid request, Bound Tree Medical is pleased to offer 30% off of the prices from the current Bound Tree Medical Emergency Medical Product Catalog. These items are also available for reference on our website, [www.boundtree.com](http://www.boundtree.com).

In order to provide a percentage off list discount, it is necessary for Bound Tree to exclude certain product categories or manufacturer products. This is largely due to the cost variability of these items as a result of market demand and raw material costs.

Products excluded from the percentage off bid include the following:

<b>Manufacturers Excluded</b>	<b>Product Categories Excluded</b>
<i>Cardio Partners</i>	<i>Capital Equipment</i>
<i>Ferno Washington</i>	<i>Custom Kits</i>
<i>KingFisher Medical</i>	<i>Inventory &amp; Secure Storage Systems</i>
<i>Laerdal - 10%</i>	<i>King Vision</i>
<i>Simulaids - 10%</i>	<i>Preventative Maintenance</i>
<i>SScor - 10%</i>	<i>Rescue Buddies</i>
<i>Thermal Angel</i>	<i>Service Contracts</i>
<i>Z-Medica (QuikClot)</i>	<i>Supraglottic Airways and Kits</i>

*In addition, Pharmaceutical and IV Solutions product categories will be offered at a 15% discount from the current listed prices on [www.boundtree.com](http://www.boundtree.com).*

Bound Tree Medical is unable to hold prices static for the period of time requested, but we are able to hold the proposed percentage off for the term of the contract.

We are pleased to provide you with a competitive bid for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

*Tyler Craig*

Tyler Craig  
Pricing Analyst  
Bid & Contracts  
Bound Tree Medical, LLC



## THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



### VAWD Certified State and Nationally Licensed

Several of Bound Tree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit:

<https://nabp.pharmacy/programs/accreditations-inspections/drug-distributor/accredited-drug-distributors/>



### Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

Bound Tree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. Bound Tree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like Bound Tree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online:

[www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm](http://www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm)



### Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: [e222.boundtree.com](http://e222.boundtree.com)

For more information about CSOS please visit: [www.deaecom.gov](http://www.deaecom.gov)

*Bound Tree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.*



800.533.0523 | [www.boundtree.com](http://www.boundtree.com)

Bound Tree Medical is committed to compliance with these federal and state regulations for the benefit of our customers, their communities and their patients. These efforts protect our customers by helping to ensure that they are also compliant with federal and state regulations and practicing safe and effective patient care. With Bound Tree Medical, EMS providers know that they will receive pharmaceuticals through a secure and reliable distribution process.



## Pharmaceutical Price Increase

It is Bound Tree's intent not to increase pricing on pharmaceutical products for the initial contract term. However, manufacturers have recently been significantly increasing prices on pharmaceutical products due to market conditions and the associated costs to comply with federal legislations. In the event such price increases occur after the bid award, Bound Tree will notify you of such increases and provide adequate documentation from the manufacturer to demonstrate evidence of increase. The new pricing will then go into effect based on a notification period provided. If the customer does not accept the increase, Bound Tree reserves the right to remove the product(s) from the contract or find an alternative product at no additional cost to Bound Tree.

# Partners in EMS



## In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



## Advanced Online Tools

From free online continuing education courses at [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com) to elaborate online ordering tools at [www.boundtree.com](http://www.boundtree.com), we are focused on the most cutting edge technology that will streamline your day-to-day operations.



## 24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



## Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at [www.boundtreegrants.com](http://www.boundtreegrants.com).



## Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.



# Bound Tree

800.533.0523 | [www.boundtree.com](http://www.boundtree.com)

## Welcome.

**Bound Tree Medical (BTM)** is a leading, nationwide distributor of emergency medical equipment, supplies and pharmaceuticals to EMS, government customers, fire and other first responders.



## Nationwide stats and facts.

- **Strategically located** to service 98% of our customers within two days.
- **Over 1 million** packages are shipped annually.
- **Over 30,000** customers serviced.
- **20 million lbs.** of medical supplies shipped in 2020.
- **8 million lbs.** of PPE equipment shipped to help our medical professionals fight COVID 19.
- **State-of-the-art facilities** focused on quality, reducing carbon footprint and providing best-in-class service levels.



**BOUND TREE MEDICAL**

5000 Tuttle Crossing Blvd

Dublin, OH 43016



800.533.0523



[BOUNDTREE.COM](https://www.boundtree.com)

## Fast facts.

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- **Offices** in Dublin, OH.
- **Over 40 years** as the single largest distributor of EMS Supplies to first responders - Fire Departments, Law Enforcement and EMS Agencies, both private and public.
- **Over 15,000** medical supplies, equipment and pharmaceuticals from hundreds of leading healthcare manufacturers.

## Sourcing & supply integrity.

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- **Source** high-quality products, carefully vetted to meet FDA requirements.
- **Maintain** strict ethical pricing standards.
- **Allocate** inventory fairly and equitably based on purchase date.
- **Communicate** shortages pro-actively with backorder reports and online tools.

## Operationally ready.

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- **Over 100 sales consultants** around the country, many are former paramedics and EMT's.
- **5 dedicated distribution centers** (CA, TX, FL, PA, MS) and 1 kitting facility in TX.
- **100% operational facilities** throughout pandemic, following strict health & safety protocols.
- **Dedicated Customer Care** staff highly responsive, answering calls in <1 min even during peak.
- **24/7 Emergency Disaster Support** in response to the pandemic and other natural disasters.

## Solutions that matter.

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- **Bound Tree's Curaplex® brand** is value-priced to help overcome budget constraints.
- **Curaplex® pre-assembled kits** provide safety, convenience and cost savings.
- **Inventory management solutions** like UCapIt, Operative IQ and ESO help EMS Providers control costs.
- **500 scholarships** awarded to students wanting to become EMT's.
- **Free cadaver labs** held across the country to provide hands-on clinical training.
- **No charge CEUs**, webinars, podcasts and other resources offered via Bound Tree University.



## Current situation.

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- **Financial challenges plague EMS** across all delivery models; rural EMS is in a crisis. Low reimbursements from CMS & commercial insurers, frequently below the cost of the care provided, and lack of funding to support EMS have been the primary contributing factors.
- **High levels of stress, fatigue and burnout** among the EMS workforce. Workforce shortages as reported in national news are exacerbating an already very challenging environment.
- **EMS is a small percentage** of the consumption of PPE within the healthcare market and was left under-allocated for PPE during the pandemic.
- **EMS impacted by shortages and short expiration dates** on critical cardiac arrest and respiratory therapy drugs. Pharmaceutical companies prioritize large hospital GPOs & IDNs over EMS
- **Inefficiencies in using the Strategic National Stockpile** to provide critical PPE to EMS agencies who were the “Tip of the Sword” during the pandemic
- **Community paramedicine** remains an underutilized asset in local healthcare systems due to the lack of reimbursement for this highly cost effective, patient-centered type of care

## Advocating for EMS.

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- **Increased sourcing efforts** during the pandemic, making financial investments in PPE inventory.
- **Partnered with US government** to address challenges in getting FDA-approved products, given significant counterfeit in N95 masks and gloves.
- **Volunteered to assist** FEMA, HHS, DHS, DoD, FDA and CDC officials as “Voice of EMS” for Committee for the Distribution of Medical Resources Necessary to Respond to a Pandemic, advocating for effective distribution of PPE to first responders.
- **Advocated for increased allocation and funding** for EMS and hardest-hit communities through outreach to over 35 congressional offices.
- **Providing critical data monthly** to HHS Preparedness and Response teams, providing them greater visibility of PPE needs for EMS during the COVID-19 pandemic, as well as future pandemics and natural disasters.
- **Working with the Federal Maritime Commission** and west coast terminal operators to prioritize essential medical supplies at US ports.

## How Congress can help.

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- **Adjust the ambulance fee schedule** to cover the cost of the emergent, urgent and preventive care provided by EMS, and include reimbursement for treatment in place, transport to alternate designations, telemedicine facilitation, and community paramedicine.
- **Support Bound Tree’s efforts** with pharmaceutical companies and the FDA to prioritize production of key lifesaving drugs for EMS at reasonable costs, as well as to reduce the amount of “short expiration dates.”
- **Fully fund the SIREN Act** (Support and Improving Rural EMS Needs) in FY2022.
- **Support efforts to strengthen** America’s Strategic National Stockpile by directing SNS to partner with healthcare distributors to manage PPE during pandemics and natural disasters.





**NAVIGATING EVERY DAY CARE**

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today



Thousands of Products



Significant Savings



Expert Account Managers



Continuous Quality Improvement



Nationwide Distribution



Innovative New Products

**PRE-ASSEMBLED KITS**  
[learn more »](#)

**SHOP MONTHLY DEALS**  
[see savings »](#)

**NEW CATALOG**  
[view online »](#)

**Kitting Solutions »**

<p><b>Airway/Oxygen Delivery »</b></p>	<p><b>Diagnostics »</b></p>	<p><b>Infection Control »</b></p>	<p><b>Trauma/Wound Care »</b></p>
<p><b>Instruments/Personal Items »</b></p>	<p><b>IV/Drug Delivery »</b></p>	<p><b>Immobilization »</b></p>	<p><b>Monitoring/Defibrillation »</b></p>

**SHOP ALL CURAPLEX® PRODUCTS »**



### **BOUND TREE MEDICAL EMERGENCY DISASTER SUPPORT PROGRAM**

If your agency is in need of emergency medical supplies and equipment, the Bound Tree Medical Emergency Disaster Support Program is here to help. This program enables you to call our Disaster Support Hotline 24 hours a day to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts.

**GET HELP IN THREE SIMPLE STEPS**

-  1. Report a major incident.
-  2. Call the Bound Tree Medical Disaster Support Hotline.
-  3. Receive emergency medical supplies.

Bound Tree Medical is the only national, EMS focused supplier in the country. We have a proven track record of supplying vital customer needs in situations from hurricanes, tornadoes and floods to MCI's. Our national presence and multiple regional warehouses stocked with products specifically for emergency preparedness make us the clear choice when every minute counts. To learn more about the Bound Tree Medical Emergency Disaster Support Program, contact Customer Service.

**CALL US FOR ASSISTANCE WITH  
DISASTROUS INCIDENTS.**

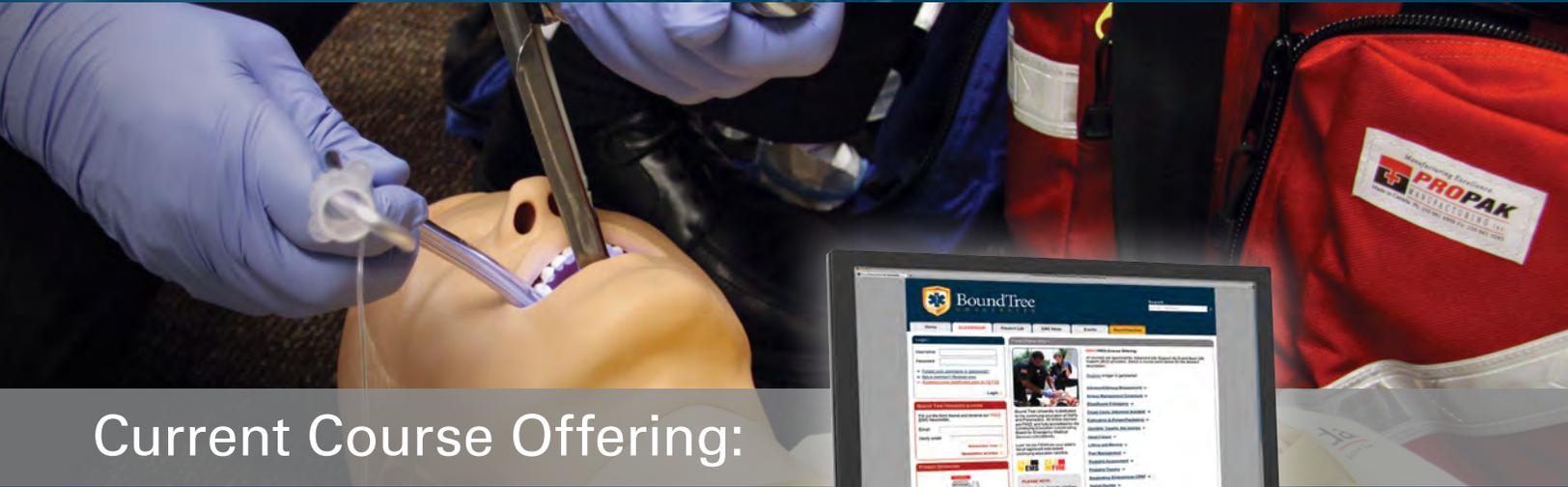
Bound Tree Disaster Support Hotline | **800.863.0953**



Need to report a major incident and alert us to your emergency medical supply needs? Simply call the toll-free Disaster Support Hotline at 800.863.0953.

# FREE CEUs

[www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com)



## Current Course Offering:

- Acute MI and STEMI »
- Asthma »
- Evidence-based Guidelines for EMS Providers »
- Safe Transport of the Pediatric Patient »
- Pediatric Shortness of Breath »
- Capnography for Respiratory Distress »
- Emergency Operations EMS1 »
- Anaphylaxis »
- CHF vs. COPD »
- Sepsis »



Bound Tree University is dedicated to the continuing education of EMTs and Paramedics. All online courses are FREE and fully accredited by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS). Each course is worth 1.5 credit hours and they are approved for both Advanced Life Support (ALS) and Basic Life Support (BLS) providers.



**BoundTree**  
UNIVERSITY

In partnership with  Bound Tree and 

## National References

Andy Zanoff, EMS Captain  
San Francisco Fire Department  
1415 Evans Avenue  
San Francisco, CA 34124  
415-717-6876  
[Andy.Zanoff@sfgov.org](mailto:Andy.Zanoff@sfgov.org)



Douglas Isaacs, MD, Deputy Medical Director  
Fire Department City of New York  
9 Metro Tech Center  
Brooklyn, NY 11201  
718-999-2790  
[doug.isaacs@fdny.nyc.gov](mailto:doug.isaacs@fdny.nyc.gov)



Steve Blackburn, Chief Operating Officer  
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910 Callahan Road, Suite 101  
Knoxville, TN 37912  
614-354-4702  
[sblackburn@priorityambulance.com](mailto:sblackburn@priorityambulance.com)



Scott Ellis, Medical Supply Specialist  
City of Columbus Division of Fire  
2028 Williams Road  
Columbus, Ohio 43207  
614-221-3132  
[seellis@columbus.gov](mailto:seellis@columbus.gov)



FFPM Lamont M Clark II, Logistics Medical  
Supply Baltimore City Fire Department  
3500 West Northern Parkway  
Baltimore, MD 21215  
410-396-2718  
[Lamont.clarkii@baltimorecity.gov](mailto:Lamont.clarkii@baltimorecity.gov)



Barbara Tripp, Fire Chief  
City of Tampa Fire Department  
808 East Zack Street  
Tampa, FL 33602  
352-406-2573  
[barbara.tripp@tampagov.net](mailto:barbara.tripp@tampagov.net)



## Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer service at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

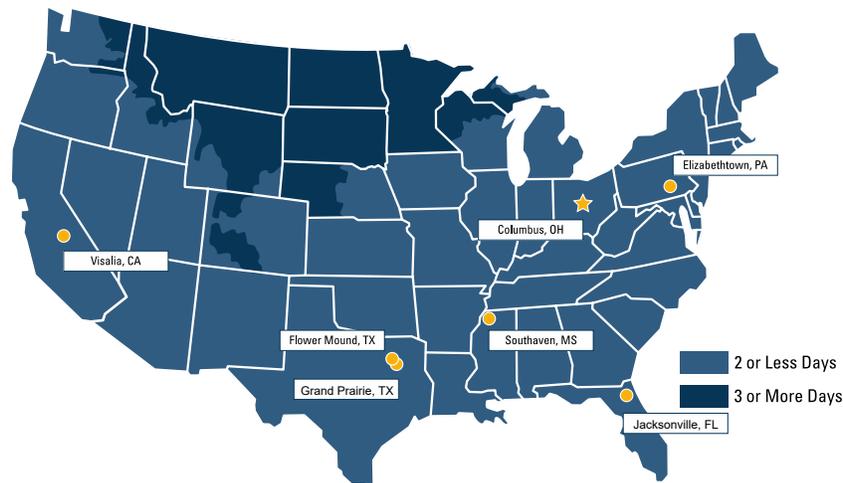
Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted

## Nationwide Distribution

Bound Tree operates 5 distribution centers strategically positioned for operational efficiency and disaster response. 96% of all of our customers can be reached using UPS Ground within 2 business days.



### Headquarters:

Bound Tree Medical  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016  
Phone: 800.533.0523  
Fax: 800.257.5713

### Bound Tree Medical Distribution Centers

#### **Grand Prairie, TX**

2911 S. Great Southwest Parkway  
Suite 200  
Grand Prairie, TX 75052

#### **Elizabethtown, PA**

1605 Zeager Road  
Elizabethtown, PA 17022

#### **Visalia, CA**

2243 N. Plaza Drive  
Visalia, CA 93291

#### **Flower Mound, TX**

1420 Lakeside Parkway  
Suite 105  
Flower Mound, TX 75028

#### **Southaven, MS**

481 Airport Industrial Drive  
Suite 101  
Southaven, MS 38671

#### **Jacksonville, FL**

2619 Ignition Drive  
Suite 2  
Jacksonville, FL 32218

## Product Return Information

### NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.

7. Returns must be received by Bound Tree Medical within 30 days of issuance of RMA number.

8. Items received without a RMA number will not be eligible for credit.

### **RETURNS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Bound Tree Medical has experienced a significant surge in orders for personal protective equipment (PPE) due to the outbreak of Ebola and we are working closely with our suppliers to keep up with the increased demand. To further this effort and ensure that we do not over-allocate products based upon excess order quantities, PPE products will no longer be eligible for return. Additionally, all open PO's for PPE products will not be cancellable after placement. This policy update is effective October 22, 2014. We will revisit this update when the Ebola crisis has subsided and alert you to any additional changes.

As indicated on the Bound Tree return policy, all returns require an approved RMA number. Items received without an RMA will not receive credit. Please contact Customer Service at 800-533-0523 if you have questions or would like additional information.

### **RETURN FOR REPAIRS**

Items to be returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

### **CLAIMS**

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Medical Customer Service.

## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A “sold by” column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include “order submitters” and “order approvers”. Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Sarnova, Inc., Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	INSURER A: Hartford Fire Insurance Co.      19682	
	INSURER B: Hartford Casualty Insurance Co      29424	
	INSURER C: Noetic Specialty Insurance Co      17400	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570090448183**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			33UUNVG3435	12/01/2021	12/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			33 UEN FH4745	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			33RHUVG1892	12/01/2021	12/01/2022	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
C	<b>Products Liab</b>			N210H380025 Claims Made	12/01/2021	12/01/2022	Aggregate Limit	\$10,000,000
							Agg Deductible	\$150,000
							Per Occ Limit	\$10,000,000

Certificate No : 570090448183

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Evidence of Coverage.
**CERTIFICATE HOLDER****CANCELLATION**

Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Sarnova, Inc., Bound Tree Medical, LLC	
POLICY NUMBER See Certificate Number: 570090448183			
CARRIER See Certificate Number: 570090448183	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Products Liab			N210H380025 Claims Made	12/01/2021	12/01/2022	Per Occ Deductible	\$50,000



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Bound Tree Medical LLC**

2 Business name/disregarded entity name, if different from above

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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

**Note:** 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.

Other (see instructions) ▶

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) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**5000 Tuttle Crossing Blvd.**

Requester's name and address (optional)

6 City, state, and ZIP code

**Dublin, OH 43016**

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

## 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									
				-			-		

or

Employer identification number											
3	1			-	1	7	3	9	4	8	7

## 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 ▶ Micah Root

Date ▶ 01/03/2022

## 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](http://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.*



CHARLES COUNTY GOVERNMENT  
**Department of Fiscal & Administrative Services**

**Jenifer Ellin**  
Director

Phone | 301-645-0570  
Fax | 301-645-0505  
Email | [DFS@CharlesCountyMD.gov](mailto:DFS@CharlesCountyMD.gov)

June 13, 2022

Steve Gruenwald, Account Manager

**“SENT VIA EMAIL”**

**Bound Tree Medical LLC**

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: [submitbids@boundtree.com](mailto:submitbids@boundtree.com)

Re: RFP 22-42, Medical Supplies

Notice of Intent to Award:

Dear Mr. Gruenwald:

You are hereby informed that the County intends to award a contract to your firm for your proposal submitted in response to the County's RFP 22-42, Medical Supplies project as the primary awardee and Henry Schein, Inc. of Melville, NY as an additional awardee. Specifically, the County Commissioners have accepted your unit process stated on the Revised Cost Proposal Form dated April 20, 2022, to provide these commodities. A copy of the scoring matrix is attached for your information. Award is contingent upon completion of the ten (10) day protest period commencing on the date of this notice.

The County has three options for executing the contracts. Please email me at [SeidenY@CharlesCountyMD.gov](mailto:SeidenY@CharlesCountyMD.gov) letting me know your preference.

1. **Option 1:** You will sign the contract. Then email the signed contract to me, or
2. **Option 2:** The County will mail a copy of the contracts to the address listed on the Revised Cost Proposal Form. Your firm will sign the contract, and then return the signed copy to me, or
3. **Option 3:** The County will electronically route the contract for electronic signature utilizing Adobe Acrobat DC. If you select this option, please include the following information with your response. *Note: The electronic routing will be limited these individuals.*
  - Name/Title of individual signing the contract (name and email address)
  - Company Address, City, State, and Zip Code
  - Secretary (name and email address, if required depending on content listed in the notes of the contract)
  - Witness (name and email address)

Please email me your preference option as soon as possible or before 9:00 am (Eastern Time) Tuesday, June 21, 2022. Once I have received your preference option, I will continue the contract execution process. If I do not hear from you by this date and time, the County will mail contracts to your firm for execution. Congratulations on being selected for these important services. We thank you for your proposal and look forward to working with you. Feel free to contact me at [SeidenY@CharlesCountyMD.gov](mailto:SeidenY@CharlesCountyMD.gov) or 301-645-0659 if you have any questions.

RFP 22-42 – Medical Supplies

Notice of Intent to Award – Bound Tree Medical LLC.

Date: June 13, 2022

Page 2

Sincerely,

*Yaffa Seiden*

Yaffa Seiden  
Assistant Chief of Purchasing

YS:mb

Encl.

**RFP 22-42: MEDICAL SUPPLIES**

**EVALUATION SUMMARY**

<b>Vendor</b>	<b>Technical Evaluation Score</b>	<b>Cost Evaluation Score</b>	<b>Total Proposal Score</b>
Bound Tree Medical LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016	38.6	60.0	<b>98.6</b>
Henry Schein, Inc 135 Duryea Road Melville, NY 11747	28.8	2.4	<b>31.2</b>