THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

December 14, 2021

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

Public Notices

Building is Open for In-Person Attendance, for Remote Participation Dial 1-872-239-8359, Conference ID 104 974 867#

Three Options to Attend or Observe a Meeting:
1. In-Person
2. Livestream - Video Observation Only
3. Audio Only - Call-In

Consent Items

#1 - Regular Session Minutes, November 30, 2021

#2 - Liquor Minutes, November 30, 2021

#3 - Closed Session Minutes, November 30, 2021

County Attorney

Thomas N. Yeager, County Attorney

Alcoholic Beverage Public Hearing Protocol

Public Hearing

Alcoholic Beverage License Hearing

Christina J. Schindler
Jane A. Nightingale
J. Stephen McAuliffe III
The Modern Stone Age Family, LLC trading as Modern Stone Age Kitchen
Class B, Beer, Wine, and Liquor License with Corking Privilege and Extended Privilege

Appointments

Josh Phillips, Brad Morris, Megan Moore, Robyn Moore,Kent Ag Center

Building and Grounds Update

Karen Miller, Acting District Manager, Kent Soil and Water Conservation District

New Manager Introduction

Dr. Karen Couch, Superintendent, and Alleesa Stewart, Supervisor of Finance, Kent County Public Schools

Presentation of the FY2021 Financial Statements
Request to Approve FY2022 Budget Amendment

Dr. Karen Couch, Superintendent, Kent County Public Schools

Kent County High School Roof Replacement

Joseph F. Wheeler, III, Supervisor of Operations, Kent County Public Schools

School Bus Monitoring Cameras

Jo Manning, Town Administrator, Town of Millington

Letter of Intent Discussion for 172 Sassafras Street, Millington

John Queen

Housing Concerns

Public Works Director

Roads Division

FY2022 Asphalt Distributor Truck Funding Reallocation

Departmental Appointments

Herbert Dennis, Warden, Detention Center

FY2022 Maryland Community Criminal Justice Treatment Program Funding Increase

Herbert Dennis, Warden, Detention Center

Medical Assistance Treatment (MAT) Program

Herbert Dennis, Warden, Detention Center

Pay Tel Master Service Agreement Addendum

Herbert Dennis, Warden, Detention Center

Departmental Update

Lisa Mazingo, Director, Kent Family Center

Behavioral Health Services

Scott Boone, Director, Information Technology

Governor's Office of Statewide Broadband - Funding Discussion

Bill Mackey, Director, Planning, Housing and Zoning

Contractor Bid Award for Request For Proposal #PHZ 22-01

County Administrator

Arnessa Dowell, Director, Kent County Public Library

Kent County Public Library Galena Branch Fourth Amendment to Lease

Kent Alcohol and Tobacco Enforcement KATE

Sondra M. Blackiston, Clerk/KATE Manager

License Update

Public Comment/Media Review

Procedures for Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Bill Mackey, Director, Planning, Housing, and Zoning

Personnel
The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment,

promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)

Building is Open for In-Person Attendance, for Remote Participation Dial 1-872-239-8359, Conference ID 104 974 867#
12/14/2021
County Commissioners Meeting

Item Summary:
Three Options to Attend or Observe a Meeting:
1. In-Person
2. Livestream - Video Observation Only
3. Audio Only - Call-In

#1 - Regular Session Minutes, November 30, 2021
12/14/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, November 30, 2021
12/14/2021
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Closed Session Minutes, November 30, 2021
12/14/2021
County Commissioners Meeting

ATTACHMENTS:
Description

Thomas N. Yeager, County Attorney
12/14/2021
County Commissioners Meeting

Item Summary:
Alcoholic Beverage Public Hearing Protocol

ATTACHMENTS:
Description

Alcoholic Beverage License Hearing
12/14/2021
County Commissioners Meeting

Item Summary:
Christina J. Schindler
Jane A. Nightingale
J. Stephen McAuliffe III
The Modern Stone Age Family, LLC trading as Modern Stone Age Kitchen
Class B, Beer, Wine, and Liquor License with Corking Privilege and Extended Privilege

ATTACHMENTS:

Description

11.30.21 Modern Stone Age Kitchen Hearing Notice

12.14.21 Modern Stone Age Kitchen Amended Serving Area

12.14.21 Testimony Log, Public Hearing, The Modern Stone Age Family, LLC Trading as Modern Stone Age Kitchen

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE Cell: 443-282-5785

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

NOTICE

Application has been made by members: Christina J. Schindler, Jane A. Nightingale, and J. Stephen McAuliffe III, representing The Modern Stone Age Family, LLC trading as Modern Stone Age Kitchen for a Class B, Beer, Wine, and Liquor License with Corking Privilege and Extended Privilege on the premises known as:

Modern Stone Age Kitchen
236 Cannon Street
Chestertown, MD 21620

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for on-premises consumption or elsewhere. A hearing on said application will be held by the undersigned in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on December 14, 2021, at 10:00 a.m. at which time any exceptions to the application will be heard.

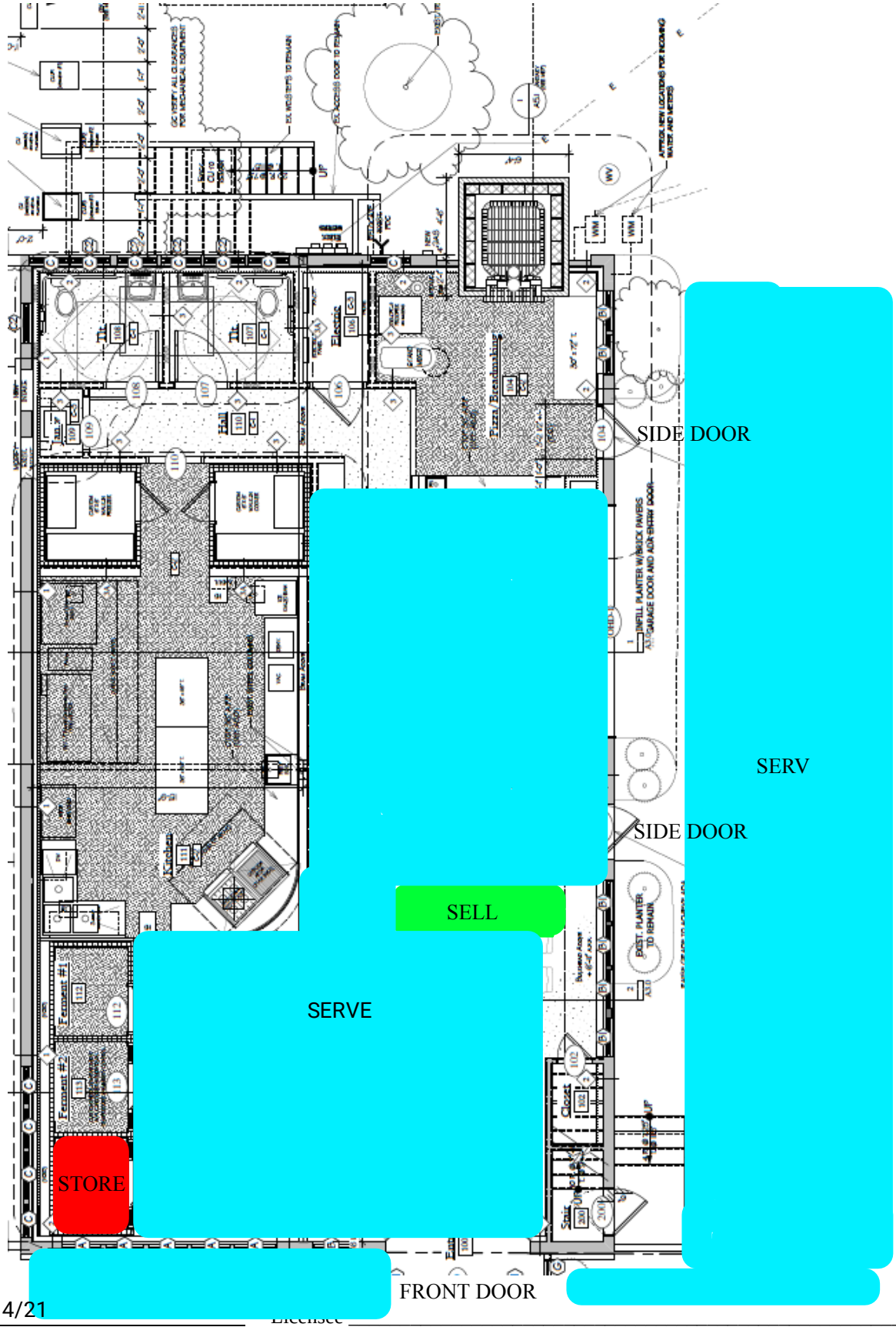
By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH KCN 12/02/21, 12/09/21

SKETCH OF LICENSED PREMISES



Date 12/14/21 Licensee _____

The serving area will consistently be in the front left corner of the shop but will extend through the shop/at the bar as the space is sometimes reconfigured for banquet like settings. We will also have serving areas outside on the brick surrounding the building plus upstairs in the front meeting room and kitchen area.

Testimony Log

PUBLIC HEARING

December 14, 2021

The Modern Stone Age Family, LLC trading as Modern Stone Age Kitchen

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (**Please Print**)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
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9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
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16. _____
17. _____
18. _____
19. _____

Josh Phillips, Brad Morris, Megan Moore, Robyn Moore,Kent Ag Center
12/14/2021
County Commissioners Meeting

Item Summary:
Building and Grounds Update

Karen Miller, Acting District Manager, Kent Soil and Water Conservation District
12/14/2021
County Commissioners Meeting

Item Summary:
New Manager Introduction

Dr. Karen Couch, Superintendent, and Alleesa Stewart, Supervisor of Finance, Kent County Public Schools
12/14/2021
County Commissioners Meeting

Item Summary:
Presentation of the FY2021 Financial Statements
Request to Approve FY2022 Budget Amendment

ATTACHMENTS:

Description

Kent County Public Schools, Financial Statement Audit FY2021 Memo
Kent County Board of Education FY2021 Audit Communications
Kent County Board of Education FY2021 Financial Report
Kent County Public Schools, Unrestricted Funds Budget Amendment No. 1 FY2022
Kent Counmty Public Schools, FY2022 Budget Amendment No. 1

Kent County Public Schools

Growing a Community of Leaders

TO: **Members, County Commissioners of Kent County**

FROM: **Superintendent – Dr. Karen M. Couch**
Supervisor of Finance – Alleesa Stewart

RE: **KCPS Financial Statement Audit Fiscal Year 2021**

DATE: **December 14, 2021**

PURPOSE

To present to the County Commissioners of Kent County the KCPS Fiscal Year 2021 Audited Financial Statements.

SUMMARY

The TGM Group, LLC completed the FY21 Financial Report for the Kent County Public Schools. On October 11, 2021, the Kent County Board of Education accepted the FY21 Financial Report and provided to the County as required.

There were no material weaknesses identified in the FY21 Financial Report presented as information.

ACTION

Informational purposes only.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

AUDIT COMMUNICATIONS

JUNE 30, 2021

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I. COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

Herbert J. Geary III
Roy J. Geiser
Chris A. Hall
Ronald W. Hickman
Mark A. Welsh

TGM GROUP LLC
CERTIFIED PUBLIC ACCOUNTANTS
www.tgmgroupllc.com

September 30, 2021

To the Board of Directors
Board of Education of Kent County
Rock Hall, MD

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Board of Education of Kent County, Maryland for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 6, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Board of Education of Kent County, Maryland are described in Note 2 to the financial statements. During fiscal year 2021, the Board adopted new accounting guidance from the Government Accounting Standard Board (GASB) Statement No. 84, *Fiduciary Activities*. Accordingly, as discussed in Note 13, the cumulative effect of the accounting change is reported as a restatement of beginning of the year net position and fund balance. In addition, the Board no longer reports agency funds. We noted no transactions entered into by the Board during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Board's financial statements were:

Management's estimate of depreciation expense is based upon the estimated useful life of the assets. We evaluated the key factors and assumptions used to develop depreciation expense in determining that it is reasonable in relation to the financial statement taken as a whole.

Management's estimate of the net OPEB (other postemployment benefits) liability and related deferred outflows of resources, deferred inflows of resources, and OPEB expense which is recorded on the government-wide statements is based on an actuarial study performed by a third party. We evaluated the key factors and assumptions used to develop the accrual/expense in determining that it is reasonable in relationship to the financial statements taken as a whole.

Management's estimate of the net pension liability and related deferred outflows of resources, deferred inflows of resources, and pension expense which is recorded on the government-wide statements is based on an actuarial study performed by a third party. We evaluated the key factors and assumptions used to develop the accrual, deferred outflows/inflows, and expense in determining that it is reasonable in relationship to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of pensions in Note 7 to the financial statements describes the Board's pension plans, pension liabilities, pension expense, deferred outflows of resources, and deferred inflows of resources related to pensions as well as the significant assumptions used in the actuarial valuation.

The disclosure of other post-employment benefits ("OPEB") in Note 9 to the financial statements describes the Board's defined benefit healthcare plan, net OPEB liability, OPEB expense, deferred outflows or resources, and deferred inflows of resources related to other post-employment benefits as well as the significant assumptions used in the actuarial valuation.

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representation

We have requested certain representations from management that are included in the management representation letter dated September 30, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Board's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Auditing Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Board's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, schedule of revenues, expenditures and encumbrances budget and actual – general fund, schedule of changes in the Board's net OPEB liability and related ratios, schedule of investment returns,

schedule of the Board's proportionate share of the net pension liability, and the schedule of contributions; which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the additional supplementary information, which accompanies the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Board and management of the Board of Education of Kent County, Maryland and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

TGM Group LLC

II. COMMENTS AND RECOMMENDATIONS

Herbert J. Geary III
Roy J. Geiser
Chris A. Hall
Ronald W. Hickman
Mark A. Welsh

TGM GROUP LLC
CERTIFIED PUBLIC ACCOUNTANTS
www.tgmgroupllc.com

September 30, 2021

Board of Education of Kent County
Rock Hall, Maryland

In planning and performing our audit of the financial statements of the Board of Education of Kent County, Maryland as of and for the year ended June 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the Board's internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Board's internal control.

However, during our audit we became aware of deficiencies in internal control other than significant deficiencies and material weaknesses and matters that are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. We previously communicated to you about the Board's internal control in our letter dated September 30, 2021. This letter does not affect our report dated September 30, 2021 on the financial statements of the Board of Education of Kent County, Maryland.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various Board personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This information is intended solely for the information and use of the Board and management of the Board of Education of Kent County, Maryland and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to thank the employees of the Board of Education of Kent County, Maryland for the assistance and cooperation provided us during our engagement.

Sincerely,

TGM Group LLC

Salisbury, Maryland

On the Horizon - Implementation of New Accounting Principles

Governmental Accounting Standards Board Statement No. 87, Leases

In June 2017, GASB issued Statement No. 87, *Leases*. The requirements for this statement are now effective for reporting periods beginning after June 15, 2021. The objective of this Statement is to improve financial reporting for leases. This Statement increases the usefulness of governmental entity financial statements by requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating leases. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governmental entity leasing activities.

For lessees, the liability will be reduced as payments are made and the asset will be amortized over the shorter of the lease term or the useful life of the underlying asset. The notes to the financial statements for lessees will need to include a description of the leasing arrangements, the amount of the lease assets recognized, and a schedule of future lease payments. For lessors, the lease receivable will be reduced and an inflow of resources (revenue) from the deferred inflow of resources recognized in a systematic and rational manner over the term of the lease. The notes to the financial statements for lessors should include a description of leasing arrangements and the total amount of inflows of resources recognized from leases.

At the beginning of the period of implementation, leases should be recognized and measured using the facts and circumstances that exist at that time. Short-term leases with contracts of 12 months or less, including options to extend, are excluded.

BOARD OF EDUCATION OF
KENT COUNTY, MARYLAND

FINANCIAL REPORT

JUNE 30, 2021

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Herbert J. Geary III
Roy J. Geiser
Chris A. Hall
Ronald W. Hickman
Mark A. Welsh

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INDEPENDENT AUDITORS' REPORT

Board of Education of Kent County, Maryland
Rock Hall, Maryland

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Board of Education of Kent County, Maryland ("the Board"), a component unit of Kent County, Maryland, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Board's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Board of Education of Kent County, Maryland as of June 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 13 to the financial statements, during the year ended June 30, 2021, the Board adopted new accounting guidance from the Government Accounting Standards Board (GASB) Statement No. 84, "Fiduciary Activities". Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of revenues, expenditures and encumbrances – budget and actual – General Fund, the schedule of changes in the board's net OPEB liability and related ratios, the schedule of investment returns, the schedule of the board's proportionate share of net pension liability, and the schedule of board contributions (pension plan), as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Board of Education of Kent County, Maryland's basic financial statements. The additional supplementary information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The additional supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the additional supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2021 on our consideration of the Board of Education of Kent County, Maryland's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Board of Education of Kent County, Maryland's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board of Education of Kent County, Maryland's internal control over financial reporting and compliance.



Salisbury, Maryland
September 30, 2021

Herbert J. Geary III
Roy J. Geiser
Chris A. Hall
Ronald W. Hickman
Mark A. Welsh

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

INDEPENDENT AUDITORS' REPORT

Board of Education of Kent County, Maryland
Rock Hall, Maryland

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Board of Education of Kent County, Maryland, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Board of Education of Kent County, Maryland's basic financial statements, and have issued our report thereon dated September 30, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Board of Education of Kent County, Maryland's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Board's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Board of Education of Kent County, Maryland's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

GBM Group LLC

Salisbury, Maryland
September 30, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

Management's Discussion and Analysis (MD&A)
June 30, 2021

Our discussion and analysis of the Board of Education of Kent County's financial performance provides an overview of the Board's financial activities for the fiscal year ended June 30, 2021. Please read it in conjunction with the financial statements.

The goal of MD&A is for the Board's financial managers to present an objective and easily readable analysis of the Board's financial activities based on currently known facts, decisions, or conditions.

Financial Highlights

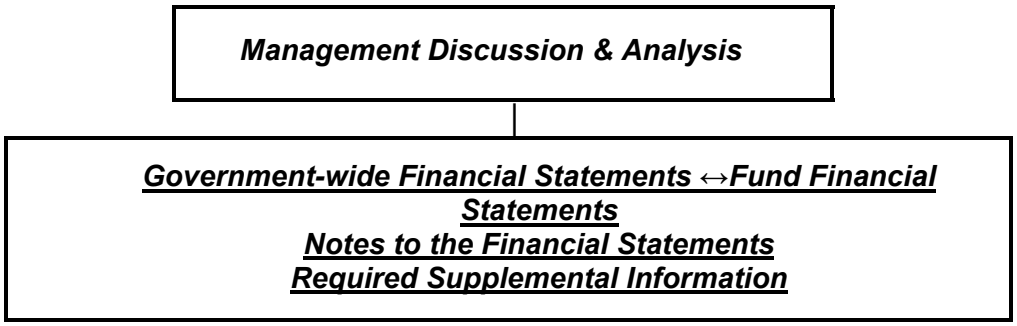
The General Fund unrestricted budget was increased by $84.390, or 0.27%, during the year from the originally adopted budget. Amounts budgeted for unrestricted expense decreased $84,390. The final budget for restricted revenues and expense is based on grant award amounts to be received in future years.

The General Fund fund balance increased by $1,759,469 on a budgetary basis.

Excluding revenues and expenditures related to restricted federal and state grants, the General Fund budget revenues exceeded the actual revenues by $83,748; expenditures and encumbrances were $1,843,217, or approximately 6.5%, under the amended budget.

Details of the General Fund budget variances can be found on page 53 of the financial statements.

Basic Financial Statements



The illustration above represents the minimum requirements for the Board's external financial statements.

Government-wide Financial Statements

The government-wide perspective is designed to provide readers with a complete financial view of the entity known as The Board of Education of Kent County. The financial presentation of this perspective is similar to a private sector business.

The *statement of net position* presents information on all of the assets and liabilities of the Board with the difference between the two reported as *net position.* The *statement of activities* presents information showing how the Board's net position changed during the most recent fiscal year.

These statements measure the change in total economic resources during the period utilizing the accrual basis of accounting. This means any change in net position is reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (like earned but unused employee leave), or for which cash has already been expended (depreciation of buildings and equipment already purchased).

The government-wide perspective is unrelated to budget and, accordingly, budget comparisons are not provided.

Fund Financial Statements

A fund is a group of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The Board of Education of Kent County uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The Board's funds are presented in two categories, governmental funds and fiduciary funds. The Board of Education of Kent County does not operate any enterprise activities that are reported as proprietary funds.

The measurement focus of these statements is current financial resources; therefore the emphasis is placed on the cash flows of the organization within the reporting period or in the near future. Accordingly, the modified accrual basis of accounting that measures these cash flows is used. In the case of The Board of Education of Kent County, open encumbrances are excluded from expenditures. Additionally, the State of Maryland's contribution to the teachers' retirement system are added to revenue and expenditures.

Budgetary presentation of individual fund financial information utilizing the current financial resources measurement focus and the budgetary basis of accounting is presented as part of the Required Supplementary Information. In this presentation, available cash flows of the Board itself are measured, as well as the commitment to acquire goods or services with that cash. Open encumbrances at year-end are included in the expenditures.

This is the legal basis upon which the budget is adopted, so budget comparisons are provided. Governmental Accounting Standards (GASB) requires that we present the original adopted budget as well as the final budget, and discuss the changes between them.

	Government-wide Statements	**Fund Statements**	**Budgetary Fund Statements**
Measurement Focus	Economic Resources	Current Financial Resources	Current Financial Resources
Basis of Accounting	Accrual	Modified Accrual	Cash and Commitments
Budget	No	No	Yes

The table above presents the differences in the presentation of the basic financial statements.

Fiduciary Responsibility – Trust and Custodial Funds

Retiree Health Plan Trust

The Board is the trustee, or fiduciary, for its retiree health plan trust. We exclude the activity from Kent County Public Schools' other financial statements because the assets cannot be used to finance the Board's activities. We are responsible for ensuring the assets reported in this fund are used for their intended purposes.

The Board of Education of Kent County as a Whole

Table 1

	June 30, 2021	June 30, 2020	$ Change	% Change
Current and other assets	$ 7,353,299	$ 5,906,045	$ 1,447,254	24.50%
Capital assets	22,770,598	19,517,064	3,253,534	16.67%
Total Assets	30,123,897	25,423,109	4,700,788	18.49%
Deferred outflows of resources	6,907,713	4,412,166	2,495,547	56.56%
Current and other liabilities	3,855,228	3,521,091	334,137	9.49%
Long-term liabilities	33,351,329	28,941,814	4,409,515	15.24%
Total Liabilities	37,206,557	32,462,905	4,743,652	14.61%
Deferred inflows of resources	1,534,598	1,949,168	(414,570)	-21.27%
Net position:				
Invested in capital assets	21,942,511	18,673,754	3,268,757	17.50%
Restricted	16,261	15,860	401	2.53%
Unrestricted	(23,668,317)	(23,266,412)	(401,905)	1.73%
Total Net Position	$ (1,709,545)	$ (4,576,798)	$ 2,867,253	-62.65%

- The amounts at June 30, 2020 have not been adjusted for the GASB Statement No. 84 implementation.

During the fiscal year ended June 30, 2021, the Board's net position increased by $2,867,254. The increase is primarily attributable to capital grants in the government-wide statement of activities only.

Capital assets are insured with the Maryland Association of Boards of Education Group Insurance Pool. The capital assets are managed using Sungard Pentamation Fixed Asset software. Inventory is updated annually.

The unrestricted net deficit at June 30, 2021 is $23,668,316. The Board has the cash flow available to meet all current obligations.

Table 2

	June 30, 2021	June 30, 2020	$ Change	% Change
Revenues				
Program Revenues				
Charges for services	$ 158,778	$ 212,287	$ (53,509)	-25.21%
Operating grants and contributions	6,772,783	6,507,878	264,905	4.07%
Capital grants and contributions	4,695,229	3,276,160	1,419,069	43.32%
General Revenues				
Kent County	18,559,623	18,044,079	515,544	2.86%
State of Maryland	9,380,621	9,537,527	(156,906)	-1.65%
Federal sources	34,610	9,562	25,048	261.95%
Other	203,035	208,228	(5,193)	-2.49%
Total Revenues	39,804,679	37,795,721	2,008,958	5.32%
Expenses				
Instruction and special education	18,270,181	17,312,719	957,462	5.53%
Administration	1,182,070	1,184,787	(2,717)	-0.23%
Support services	16,164,007	15,969,858	194,149	1.22%
Depreciation - unallocated	1,491,651	1,508,397	(16,746)	-1.11%
Total Expenses	37,107,909	35,975,761	1,132,148	3.15%
Change in Net Position	2,696,770	1,819,960	876,810	48.18%
Net Position Beginning	(4,406,315)	(6,396,758)	1,990,443	-31.12%
Net Position End of Year	$ (1,709,545)	$ (4,576,798)	$ 2,867,253	-62.65%

- The amounts at June 30, 2020 have not been adjusted for the GASB Statement No. 84 implementation.

Fund Performance

Funds are self-balancing sets of accounts used by the Board to control and manage money for particular purposes. As pointed out earlier, fund information is presented in two ways to satisfy two specific purposes.

General Fund

The total unrestricted budget was expended at 93.54%. The variances in the end of year unexpended funds versus budgeted amounts are detailed by category on page 53 of the financial statements. Expenditure changes between major categories occurred to accommodate school system priorities during the fiscal year.

The Board and the County entered into a solar agreement which began in July 2012. The project is located on the school system's Worton campus and currently contains five properties. The

waterfall consists of Worton Elementary School, Kent County Community Center, Kent County Parks & Recreation, Transmitter Building, and Kent County High School. The school system then entered into another solar arrangement with the Town of Rock Hall in January 2013. The Board of Education and Rock Hall Elementary School are both participants in this venture. The school system has recognized savings from this project.

A schedule of changes between the original and final budgets for the year ended June 30, 2021 is presented below. The primary changes relate to funding for restricted federal and state grants.

	Original Budget	Final Budget	Total Change
Revenues			
Local	$ 18,559,615	$ 18,559,615	$ -
State of Maryland	9,515,538	9,431,148	84,390
Federal	71,000	71,000	-
Other sources	264,991	264,991	-
Restricted federal, state and other	2,139,704	9,544,829	(7,405,125)
Prior year's fund balance	190,392	190,392	-
Total Revenues	$ 30,741,240	$ 38,061,975	$ (7,320,735)
Expenditures and Encumbrances			
Administration	$ 1,201,939	$ 1,201,939	$ -
Mid-level administration	1,855,673	1,855,673	-
Instructional salaries	9,761,128	9,678,128	83,000
Instructional texts and supplies	199,154	234,154	(35,000)
Instructional other costs	707,492	707,492	-
Special education	3,273,538	3,189,148	84,390
Student personnel services	521,220	521,220	-
Student health services	420,000	468,000	(48,000)
Student transportation	1,762,488	1,762,488	-
Operation of plant	1,720,487	1,765,487	(45,000)
Maintenance of plant	601,981	556,981	45,000
Fixed charges	6,516,445	6,516,445	-
Capital outlay	59,991	59,991	-
Restricted programs	2,139,704	9,544,829	(7,405,125)
Total Expenditures and Encumbrances	$ 30,741,240	$ 38,061,975	$ (7,320,735)

It is critical for the reader to understand that local and state revenues account for nearly all of the general fund revenue. Both are stable and highly predictable. Additional revenues are neither stable nor predictable, and usually are not budgeted in full in the original budget, but handled as adjustments during the year.

Food Service

The Board's food service program is a special revenue fund. Increased staff costs and related expenses, along with the need to replace kitchen equipment, are ongoing trends of concern. In fiscal year 2021, expenditures exceeded revenues by $19,471, resulting in a decrease in the program's fund balance. Expenditures exceeded budgeted amounts due to additional food costs related to the COVID-19 pandemic.

The use of technology in inventory control and basic operations has resulted in tremendous improvements in managing the program. The school system uses a number of best practices in its food service operations and uses certain performance measures to monitor the efficiency of its operations. The system takes advantage of available USDA commodities and maximizes its participation in the National School Meal Program.

The school system has a secure web-based software program that gives parents the convenience to pay for school meals and other activities online by using MySchoolBucks. This software integrates and updates to our current Meal Tracker program eTrition. This allows parents to track their child's meal balance online. This program enabled the school system to collect online parent payments; improving collections and reducing loss of cash. Plans are ongoing to improve the service to parents and improve system efficiency.

Other

School districts in Maryland are in the uncommon position, as they are fully fiscally dependent on the state and county governments, of owning assets but not the debt associated with those facilities. Accordingly, the Board carries no bond rating and does not have a debt policy.

Capital Assets and Debt Administration

Capital assets – By the end of fiscal year 2021, the Board had invested $65.8 million in a broad range of capital assets, including land, school buildings, athletic facilities, vehicles, and furniture and equipment. Total depreciation expense for the year was approximately $1.6 million. More detailed information about capital assets can be found in Note 5 to the financial statements.

Long-term liabilities – At year end, the Board had $33,485,083 in long term liabilities of which $133,754 is due in the next fiscal year. This amount consists of the following:

- $29,642,302 in net OPEB obligation
- $3,014,694 in net pension liability
- $828,087 in capital leases

Factors Bearing on the Board's Future

The most significant factors influencing the Board's future are declining student enrollment trends and its impact on future funding.

The use of fund balance, a one-time funding source, to balance the Board's operating budget creates a long-term sustainability concern. Continuing to use fund balance in this manner presents a future burden for the Board to generate a similar level of funding in subsequent years.

Additional factors that present challenges for the operating budget are that surrounding school systems consistently provide their employees with annual step increases in conjunction with a cost of living adjustment (COLA), underscoring the importance of boosting salaries to remain competitive. Other factors include increases in fixed costs, health care premiums, fuel and utilities that are beyond the Board's control.

The COVID-19 pandemic continues to create challenges in operations and how education is provided. The economic impact to funding authorities remains unknown but could have significant impacts on future revenues. Expenses are impacted both negatively and positively. The uncertainty will continue into FY2022.

The Maryland Commission on Innovation and Excellence in Education, known as the Kirwan Commission, was tasked with updating the State's school financing formula. Based on Commission recommendations, Senate Bill 1030 established The Blueprint for Maryland's Future as current State education policy. Funding has been mandated for FY2022, however, due to the economic effects of COVID-19, funding in FY2023 is uncertain.

Funding other post-retirement benefits (OPEB) in accordance with GASB 75 remains a concern. GASB 75 is an accounting standard for all governmental agencies which addresses post-employment benefits, other than pensions, such as health care. Under GASB 75 the District must recognize the present cost and liability of future health care that has been earned by current and retired employees. There is no requirement to fund this obligation, however, it does become a liability against the Board's assets as reported in the Government-wide Statement of Net Position. Currently, health care expenses for retirees and active employees are expensed when paid. This practice is expected to continue especially with the economic conditions our funding entities face at this time. Whether or not this liability is funded in the future may affect our budget, and the bond rating of county and state governments.

During FY 2015 the Board implemented provisions of GASB 68, Accounting and Financial Reporting for Pensions. GASB 68 requires the Board to report their proportionate share of the Maryland State Retirement and Pension System's net pension liability. The Board's proportionate share is calculated by the System's actuary and is reported as a liability on the Board's Government-wide Statement of Net Position. Currently, pension costs for retirees and active employees are expensed when paid.

Contacting the Board of Education of Kent County's Financial Management

Our financial report is designed to provide our citizens, taxpayers, parents, and students with a general overview of the Board's finances and to demonstrate its accountability for the money it receives. If you have questions about this report or wish to request additional financial information, contact the Finance Office, (410) 778-7123, at The Board of Education of Kent County, Maryland.

FINANCIAL STATEMENTS

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

STATEMENT OF NET POSITION
June 30, 2021

	Governmental Activities
ASSETS	
Cash and investments	$ 5,948,079
Accounts receivable:	
Federal funds from State of Maryland	909,837
State of Maryland	201,005
Local	84,330
Other	165,933
Inventories, at cost	44,115
Non depreciable capital assets	7,094,993
Depreciable capital assets, net	15,675,605
TOTAL ASSETS	30,123,897
DEFERRED OUTFLOWS OF RESOURCES	
Pensions (see Note 7)	397,095
Other post-employment benefits (see Note 9)	6,510,618
TOTAL DEFERRED OUTFLOWS OF RESOURCES	6,907,713
LIABILITIES	
Accounts payable:	
Vendors	501,277
Accrued payroll	1,886,690
Accrued payroll deductions and withholdings	56,289
Other accrued expenses	210,838
Accrued leave	29,320
Unearned revenue	1,037,060
Long-term liabilities:	
Due within one year	133,754
Due in more than one year	33,351,329
TOTAL LIABILITIES	37,206,557
DEFERRED INFLOWS OF RESOURCES	
Pensions (see Note 7)	175,894
Other post-employment benefits (see Note 9)	1,358,704
TOTAL DEFERRED INFLOWS OF RESOURCES	1,534,598
NET POSITION	
Net investment in capital assets	21,942,511
Restricted for:	
Smith Estate	3,154
Food service	13,107
Unrestricted	(23,668,317)
TOTAL NET POSITION	$ (1,709,545)

The Notes to Financial Statements are an integral part of this statement.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

STATEMENT OF ACTIVITIES
Year Ended June 30, 2021

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenues and changes in Net Position
Governmental Activities					
Current:					
Administration	$ 1,182,070	$ -	$ 76,198	$ -	$ (1,105,872)
Mid-level administration	1,881,039	-	63,531	-	(1,817,508)
Instructional salaries and wages	10,068,033	89,669	738,255	-	(9,240,109)
Textbooks and instructional supplies	750,892	-	540,389	-	(210,503)
Other instructional costs	1,880,876	-	992,863	-	(888,013)
Special education	3,689,341	-	904,837	-	(2,784,504)
Pupil personnel services	465,584	-	-	-	(465,584)
Health services	589,767	-	93,475	-	(496,292)
Pupil transportation	1,651,031	-	11,923	-	(1,639,108)
Operation of plant	1,807,905	-	48,037	-	(1,759,868)
Maintenance of plant	535,015	850	-	-	(534,165)
Fixed charges	8,024,939	-	356,787	-	(7,668,152)
Community services	84,236	-	84,236	-	-
Capital outlay	32,444	-	-	4,695,229	4,662,785
Food service	1,058,500	2,178	1,011,450	-	(44,872)
School activity expenditures	63,784	66,081	-	-	2,297
Unallocated depreciation	1,491,651	-	-	-	(1,491,651)
On-behalf Kent County contributions	178,672	-	178,672	-	-
On-behalf State Retirement contributions	1,672,130	-	1,672,130	-	-
Total Governmental Activities	$ 37,107,909	$ 158,778	$ 6,772,783	$ 4,695,229	(25,481,119)
General Revenues					
Kent County Appropriations					18,559,623
State of Maryland - unrestricted					9,380,621
Federal sources - unrestricted					34,610
Investment earnings					7
Miscellaneous					203,028
Total General Revenues					28,177,889
Change in Net Position					2,696,770
Net Position Beginning of Year, as restated (see Note 13)					(4,406,315)
Net Position End of Year					$ (1,709,545)

The Notes to Financial Statements are an integral part of this statement.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2021

	MAJOR FUNDS			
	General Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and investments	$ 5,690,736	$ -	$ 257,343	$ 5,948,079
Accounts receivable:				
Federal funds from State of Maryland	836,062	-	73,775	909,837
State of Maryland	200,664	-	341	201,005
Other Board of Education funds	125,106	-	25	125,131
Local	-	84,330	-	84,330
Other	165,933	-	-	165,933
Inventories, at cost	-	-	44,115	44,115
TOTAL ASSETS	$ 7,018,501	$ 84,330	$ 375,599	$ 7,478,430
LIABILITIES AND FUND BALANCES				
Accounts payable:				
Vendors	$ 412,686	$ 80,038	$ 8,553	$ 501,277
Other Board of Education funds	-	4,292	120,839	125,131
Accrued payroll	1,874,669	-	12,021	1,886,690
Accrued payroll deductions and withholdings	56,289	-	-	56,289
Accrued leave	29,320	-	-	29,320
Other accrued expenses	210,838	-	-	210,838
Unearned revenue - Federal	867,438	-	-	867,438
Unearned revenue - State	40,605	-	-	40,605
Unearned revenue - USDA commodities	-	-	1,030	1,030
Unearned revenue - other	127,987	-	-	127,987
TOTAL LIABILITIES	3,619,832	84,330	142,443	3,846,605
COMMITMENTS AND CONTINGENCIES				
FUND BALANCES				
Nonspendable	-	-	44,115	44,115
Restricted	-	-	16,261	16,261
Committed	1,549,356	-	-	1,549,356
Assigned	24,866	-	172,780	197,646
Unassigned	1,824,447	-	-	1,824,447
TOTAL FUND BALANCES	3,398,669	-	233,156	3,631,825
TOTAL LIABILITIES AND FUND BALANCES	$ 7,018,501	$ 84,330	$ 375,599	$ 7,478,430

The Notes to Financial Statements are an integral part of this statement.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2021

Total Governmental Funds Balances		$ 3,631,825
Amounts reported for governmental activities in the statement of net position are different because		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds		22,770,598
Deferred outflows of resources not reported in the fund financial statements		
Pension (see Note 7)	397,095	
Other post-employment benefits (see Note 9)	6,510,618	
		6,907,713
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds		
Capital leases	(828,087)	
Net pension liability	(3,014,694)	
Post-employment benefits	(29,642,302)	
		(33,485,083)
Deferred inflows of resources not reported in the fund financial statements		
Pension (see Note 7)	(175,894)	
Other post-employment benefits (see Note 9)	(1,358,704)	
		(1,534,598)
Net Position of Governmental Activities		$ (1,709,545)

The Notes to Financial Statements are an integral part of this statement.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
Year Ended June 30, 2021

	MAJOR FUNDS			
	General Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES				
County Appropriation	$18,559,623	$ 2,148,169	$ -	$ 20,707,792
State of Maryland	9,380,621	-	45,077	9,425,698
Federal sources	34,610	-	944,765	979,375
Restricted Federal revenues	3,038,524	-	-	3,038,524
Restricted State and other revenues	893,615	2,547,060	-	3,440,675
On-behalf Kent County contributions	178,672	-	-	178,672
On-behalf State Retirement contributions	1,672,130	-	-	1,672,130
Other sources:				
Sales of food	-	-	2,178	2,178
School activity revenues	-	-	66,081	66,081
Other	268,152	-	25,402	293,554
TOTAL REVENUES	34,025,947	4,695,229	1,083,503	39,804,679
EXPENDITURES				
Current:				
Administration	1,182,070	-	-	1,182,070
Mid-level administration	1,881,039	-	-	1,881,039
Instructional salaries and wages	10,068,033	-	-	10,068,033
Instructional textbooks and supplies	750,892	-	-	750,892
Other instructional costs	1,899,766	-	-	1,899,766
Special education	3,689,341	-	-	3,689,341
Student personnel services	465,584	-	-	465,584
Student health services	589,767	-	-	589,767
Student transportation	1,770,499	-	-	1,770,499
Operation of plant	1,807,905	-	-	1,807,905
Maintenance of plant	547,847	-	-	547,847
Fixed charges	6,376,564	-	-	6,376,564
Community services	84,236	-	-	84,236
Capital outlay	53,154	4,695,229	-	4,748,383
Food services	21,608	-	1,036,892	1,058,500
School activity expenditures	-	-	63,784	63,784
On-behalf Kent County contributions	178,672	-	-	178,672
On-behalf State Retirement contributions	1,672,130	-	-	1,672,130
TOTAL EXPENDITURES	33,039,107	4,695,229	1,100,676	38,835,012
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	986,840	-	(17,173)	969,667
OTHER FINANCING SOURCES				
Proceeds from capital leases	106,721	-	-	106,721
TOTAL OTHER FINANCING SOURCES	106,721	-	-	106,721
Net change in fund balances	1,093,561	-	(17,173)	1,076,388
Fund balances, beginning as restated (see Note 13)	2,305,108	-	250,329	2,555,437
Fund balances, ending	$ 3,398,669	$ -	$ 233,156	$ 3,631,825

The Notes to Financial Statements are an integral part of this statement.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
Year Ended June 30, 2021

Net change in fund balances-total Governmental Funds		$ 1,076,388
Amounts reported for governmental activities in the statement of activities are different because		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Fixed asset additions	4,885,627	
Current year depreciation	(1,618,543)	
Total		3,267,084
Proceeds from capital leases are revenues in the governmental funds but increases in liabilities in the statement of net position.		(106,721)
In governmental fund financial statemetns, proceeds from a sale are shown as an increase in financial resources. In government wide financial statements, gain or loss is calculated and reported.		(13,550)
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Increase in pension expense due to deferred financing outflow		(20,718)
Increase in pension expense due to net pension liability		(313,074)
Decrease in pension expense due to deferred financing inflows		106,052
Decrease in post-employment benefits expense due to deferred financing outflow		2,483,614
Increase in post-employment benefits expense due to net OPEB liability		(4,245,418)
Decrease in post-employment benefits expense due to deferred financing inflow		341,169
Repayment of capital lease obligations and long-term debt are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		121,944
Change in net position of Governmental Activities		$ 2,696,770

The Notes to Financial Statements are an integral part of this statement.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

STATEMENT OF FIDUCIARY NET POSITION
June 30, 2021

	Retiree Benefit Trust Fund
ASSETS	
Investments	$ 1,455,234
TOTAL ASSETS	$ 1,455,234
NET POSITION	
Held in trust for other post-employment benefits	$ 1,455,234

The Notes to Financial Statements are an integral part of this statement.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
RETIREE BENEFIT TRUST FUND
Year Ended June 30, 2021

	Retiree Benefit Trust Fund
ADDITIONS	
Contributions:	
Investment income	$ 284,054
TOTAL ADDITIONS	284,054
DEDUCTIONS	
Administrative expenses	6,645
TOTAL DEDUCTIONS	6,645
Change in net position	277,409
Net position held in trust for other post-employment benefits beginning of year	1,177,825
Net position held in trust for other post-employment benefits end of year	$ 1,455,234

The Notes to Financial Statements are an integral part of this statement.

Note 1. Description of the Board of Education of Kent County, Maryland

The Board of Education of Kent County (the "Board") is empowered by Title 13A of the Code of Maryland Regulations to fulfill the elementary and secondary educational needs of students in Kent County, Maryland (the "County").

Financial Reporting Entity

The Board is the basic level of government which has financial accountability and control over all activities related to public school education in Kent County, Maryland. The Board receives funding from local, State and Federal government sources and must comply with the requirements of these funding source entities.

The Board is a component unit of Kent County, Maryland and is included in the County's reporting entity. This conclusion has been reached based on the following criteria: 1) the County is responsible for approving the Board's budget and establishing spending limitations and 2) the Board cannot issue bonded debt, but the County can and does issue bonds to finance school system operations. In addition, there are no component units which are included in the Board's reporting entity.

Note 2. Summary of Significant Accounting Policies

The financial statements of the Board have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to local government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial principles.

The most significant of the Board's accounting policies are described below.

A. Basis of Presentation

The Board's basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements which provide a more detailed level of financial information.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The statement of net position and the statement of activities display information about the Board as a whole. These statements include the financial activities of the Board. The statements distinguish between those activities of the Board that are governmental and those that are considered business-type activities. The activities of the General Fund (Current Expense Fund), Special Revenue Fund (Food Service Fund), Capital Projects Fund (School Construction Fund), and permanent fund (Smith Estate Fund) have been presented as governmental activities in the government-wide financial statements. There were no business-type activities. Internal activity between funds is eliminated from the statements.

The statement of net position presents the financial condition of the governmental activities of the Board at year-end, excluding fiduciary funds. The statement of activities presents a comparison between direct expenses and program revenues for each program or function of the Board's governmental activities. Direct expenses are those that are specifically associated with a service, program or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program, grants and contributions that are restricted to meeting the operational or capital requirements of a particular program and interest earned on grants that is required to be used to support a particular program. Revenues which are not classified as program revenues are presented as general revenues of the Board, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each business segment or governmental function is self-financing or draws from general revenues of the Board.

Note 2. Summary of Significant Accounting Policies (Continued)

A. Basis of Presentation (continued)

FUND FINANCIAL STATEMENTS

During the year, the Board segregates transactions related to certain Board functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the Board at a more detailed level. The focus of governmental fund financial statements is on major funds. Each major fund is presented in a separate column and non-major governmental funds are reported combined in a separate column in the fund financial statements.

B. Fund Accounting

The Board uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. There are three categories of funds: governmental, proprietary and fiduciary (the Board has no proprietary funds).

GOVERNMENTAL FUND TYPES

Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The following are the Board's major and non-major governmental funds:

Major funds:

General Fund (Current Expense Fund) - The General Fund is the general operating fund of the Board. All general revenues and other receipts that are not allocated by law or contractual agreement to another fund and general operating expenditures are accounted for in this fund.

Capital Projects Fund (School Construction Fund) – School Construction Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities. The Board administers the construction and repair of public schools and uses the School Construction Fund to record the revenues from the County and other governmental units and the expenditures in connection therewith.

Non-major funds:

Special Revenue Fund (Food Service Fund) – Special revenue funds are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes. The Food Service Fund is used to account for and report all activities of the Board's nonprofit food service operation.

Smith Estate Fund – The Smith Estate fund is a permanent fund resulting from a bequest of funds that provides for payment of library expenses to the extent of investment income.

Special Revenue Fund (School Activity Fund) – The School Activity Fund is used to account for revenues and expenditures at the schools for, among other things, student insurance and pictures, athletics, clubs and other student activities, and principals' miscellaneous expenses.

Note 2. Summary of Significant Accounting Policies (Continued)

B. Fund Accounting (continued)

FIDUCIARY FUND TYPES

Retiree Benefit Trust Fund – This fund consists of contributions of the Board to establish a reserve to pay for health and welfare benefits of future retirees. Contributions to the trust qualify as contributions and are reported using the economic resource measurement focus and the accrual basis of accounting under which expenses are recorded when the liability is incurred. Fiduciary funds are not reported in the government-wide financial statements.

C. Measurement Focus

Government-wide financial statements – The government-wide financial statements are prepared using the economic resources measurement focus. All assets and liabilities associated with the operation of the Board are included on the statement of net position.

Fund financial statements – All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports on the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for government funds.

D. Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Fiduciary funds also use the accrual basis of accounting. Differences in the accrual and the modified accrual basis of accounting arise in the recognition of revenue, the recording of unearned revenue, and in the presentation of expenses versus expenditures.

Revenues-Exchange and Non-exchange Transactions – Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year.

Non-exchange transactions, in which the Board receives value without directly giving equal value in return, include primarily grants. Revenue from grants is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the Board must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the Board on a reimbursable basis. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Under the modified accrual basis, the following revenue sources are considered to be both measurable and available at year end: interest, tuition, grants, fees and rentals.

Unearned revenue – Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied.

Grants received before the eligibility requirements are met are also recorded as unearned revenue.

Note 2. Summary of Significant Accounting Policies (Continued)

D. Basis of Accounting (continued)

On governmental fund financial statements, receivables that will not be collected within the available period have also been reported as unearned revenue.

Expenses/Expenditures – On the accrual basis of accounting, expenses are recognized at the time they are incurred.

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable. Allocations of cost, such as depreciation and amortization, are not recognized in governmental funds.

The fair value of donated commodities used during the year is reported as an expenditure with a like amount reported as donated commodities revenue. Unused donated commodities are reported as unearned revenue.

E. Budgetary Data

All funds, other than agency funds, are legally required to be budgeted and appropriated. The budget is prepared on the budgetary basis of accounting. The budget establishes a limit on the amounts that the Board may appropriate and sets annual limits as to the amount of expenditures at a level of control selected by the Board. The legal level of control has been established by the Board at the category level within each fund.

The budget may be amended during the year if projected increases or decreases in revenue are identified. The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original budget was adopted. The amounts reported in the final budgeted amounts reflect amendments approved by the County government during the year between categories and those approved by the Board within categories. Unexpended appropriations lapse at the end of each fiscal year.

The expenditures under state and federal restricted programs may exceed budgeted amounts. The grants included in this category are not part of budget categories subject to the spending limitations of the operating budget. Expenditures under these programs are limited to the amounts of the respective grants.

Annual budgetary comparisons to actual expenditures are not presented in the financial statements for the capital projects fund. School construction is budgeted on a project basis with funds primarily provided by Kent County and State of Maryland. State funds are approved by the State's interagency committee.

F. Inventory

On government-wide financial statements and the fund financial statements, inventories are presented at the lower of cost or market on a first-in, first-out basis and are expensed when used. Inventory consists of expendable food and supplies held for consumption. Food received from the USDA is included at values stated by the USDA and is offset by a deferred credit until consumed.

G. Capital Assets

General capital assets are those assets not specifically related to activities reported in proprietary funds. These assets generally result from expenditures in the governmental funds. These assets are reported in the governmental activities column of the government-wide statement of net position but are not reported in the fund financial statements.

Note 2. Summary of Significant Accounting Policies (Continued)

G. Capital Assets (continued)

All capital assets are capitalized at cost (or estimated historical costs) and updated for additions and retirements during the year. Donated capital assets are recorded at their fair market values as of the date received. The Board maintains a capitalization threshold of $5,000. The Board does not possess any infrastructure. Improvements are capitalized; the costs of normal maintenance and repairs that do not add value to the asset or materially extend an asset's life are not.

All reported capital assets except land and construction in progress are depreciated. Improvements are depreciated over the remaining useful lives of the related capital assets. Property, plant and equipment is depreciated using the straight-line method over estimated useful lives of 20 to 50 years for buildings and land improvements and 5-20 years for equipment.

Assets that have been acquired with funds received through federal grants must be used in accordance with the terms of the grant. Federal regulations require, in some cases, that the Board must reimburse the federal government for any assets which the Board retains for its own use after the termination of the grant unless otherwise provided by the grantor.

H. Compensated Absences

As of June 30, 2021, the value of accumulated unused sick leave has not been determined. It is not practical to estimate the portion of such values which will ultimately be paid because payment is contingent upon employees' future illnesses or retirement. The Board expects its commitment to provide sick leave to be met during the normal course of activities over the working lives of the present employees.

Any accumulated unused sick leave at retirement will ultimately be taken into consideration and paid through retirement benefits by the State of Maryland.

Twelve-month employees earn annual leave at varying rates dependent upon position and length of service. Annual leave generally must be taken by June 30 each year. For support staff, up to 15 days may be transferred to the next fiscal year. For administrative staff, up to three days may be transferred to the first week of July, and they can contribute 10 unused days to their 403(b) plans at the end of the fiscal year.

At June 30, 2021, a total of $29,320 in unused annual leave is available, which has been recorded as accrued leave payable in the Statement of Net Position.

Expenditures in the Statement of Revenues and Expenditures for such items are the amounts accrued during the year that normally would be liquidated with expendable available financial resources. All accrued compensated absences are recorded in the government-wide financial statements.

I. Unearned Revenues

Unearned revenues consist of federal and state grants, USDA commodities and other refundable advances that have not been expended as of June 30, 2021 and consist of the following:

Restricted federal, state and other grant programs	$	908,043
USDA commodities		1,030
Other unearned revenue		127,987
Total	$	1,037,060

Note 2. Summary of Significant Accounting Policies (Continued)

J. Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities and long-term obligations are reported in the government–wide statements.

In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds. However, claims and judgments and compensated absences that will be paid from governmental funds are reported as a liability in the fund financial statements only to the extent that they are due for payment during the current year.

K. Net Position

In the government-wide financial statements, net position represents the difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Board or through external restrictions imposed by grantors, creditors or laws or regulations of other governments.

The Board applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net position is available. Furthermore, committed fund balances are reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

L. Deferred Outflows and Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until that period. The Board has two items that qualify for reporting in this category. The Board recognizes a deferred outflow of resources related to its pension liability (Note 7) and OPEB liability (Note 9) for changes in assumptions, the difference between actual and expected experience, the net difference between projected and actual investment earnings on plan investments, and contributions subsequent to the measurement date. These amounts are deferred and recognized as an outflow from resources in the period that the amounts become available.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Board has two items that qualify for reporting in this category. The Board recognizes a deferred inflow of resources related to its pension liability (Note 7) and OPEB liability (Note 9) for changes in assumptions, the difference between actual and expected experience and the net difference between projected and actual investment earnings on plan investments. This item is deferred and recognized as an inflow from resources in the period that the amounts become available.

The deferred outflows and inflows of resources represent reconciling items between the governmental fund financial statements and the government-wide financial statements.

Note 2. Summary of Significant Accounting Policies (Continued)

M. Fund Balance

Fund balances are reported separately within classifications based on a hierarchy of the constraints placed on the use of those resources. The classifications are based on the relative strength of the constraints that control how the specific amounts can be spent. The classifications are nonspendable (i.e. inventory or long term receivables), restricted (by external parties or legislation), committed (by resolution of the Board of Education), assigned (by management approval for specific purposes) and unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the Board. Assigned fund balances is a limitation imposed by a designee of the Board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories.

N. Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

O. Cash and Cash Equivalents

The Board considers highly liquid investments to be cash equivalents if they have a maturity of three months or less when purchased.

P. Interfund Receivables and Payables and Transfers

Activities between funds that are representative of lending or borrowing arrangements outstanding at the end of the fiscal year are referred to as due to/from other funds. Transfers are fund balance amounts reserved and/or designated in the prior year that received County approval to be spent on capital projects.

Q. Encumbrance Accounting

Encumbrances for goods or purchased services are documented by purchase orders or contracts. Encumbrances are reported as assigned fund balance in the governmental fund financial statements. General fund unrestricted encumbrances outstanding at June 30, 2021 that were provided for in the current year's budget for the budgetary basis of accounting but will be accounted for under generally accepted accounting principles in the subsequent year totaled $24,866.

R. On-behalf Payments

The Board recognizes as revenue and expenditures amounts expended on its behalf during the fiscal year for amounts paid by third parties. During fiscal year 2021, the Board recognized $1,672,130 for amounts expended on its behalf by the State of Maryland for retirement contributions and $178,672 for amounts expended on its behalf by Kent County for school resource officers, information technology services, and ground maintenance.

Note 3. Cash and Investments

At June 30, 2021, the reported amount of the Board's deposits was $5,948,079 and the bank balance was $6,123,537. As required by law, each depository is to pledge securities at least equal to the amount on deposit at all times in addition to insurance provided by the Federal Deposit Insurance Corporation (FDIC). These collateralization requirements are established to reduce custodial risk which is the risk that in the event of a bank failure, the Board's deposits may not be returned to it. As of June 30, 2021, the bank deposits were fully insured or collateralized.

Note 3. Cash and Investments (Continued)

The Board's exposure to investment rate and credit risk is minimal as all investments are in cash and are thus precluded from having to sell below original cost. Custodial credit risk is mitigated by attempting to have all investments fully collateralized by securities.

Investment in External Investment Pool

The Board has funds designated for Other Postemployment Benefits (OPEB) that are held by the Maryland Association of the Boards of Education (MABE) in the MABE Pooled OPEB Investment Trust (MABE Trust). The MABE Trust is administered by MABE, and is a wholly-owned instrumentality of its members. The ten members who are the sole contributors to the MABE Trust are the Allegany Fiduciary Fund and the boards of education of the following counties in Maryland: Allegany, Caroline, Cecil, Charles, Harford, Kent, Prince George's, St. Mary's and Washington.

The investments of the MABE Trust are stated at fair value and are deposited with Fidelity at June 30, 2021. Investments consist of money market funds, U.S. government and agency fixed income and asset backed securities, equity securities, mutual funds and exchange traded funds, and corporate bonds and corporate asset backed securities. The MABE Trust categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted market prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 are significant unobservable inputs. All investments of the MABE Trust are considered Level 1 or Level 2, the Board's membership investment in the MABE Trust are considered Level 2. For investments in mutual funds, there are no unfunded commitments and investments are able to be fully redeemed on a daily basis. At June 30, 2021, the pooled position of the MABE Trust was $589,129,491 in total, of which the Board's allocated investment balance was $1,455,234. The Board may terminate its membership interest in the MABE Trust and withdraw its allocated investment balance by providing written notice six months prior to the intended date of withdraw.

The MABE Trust is audited annually by an independent CPA firm and issues a publicly available audited report. The report may be obtained by sending a request to the Administrator of the MABE Pooled OPEB Investment Trust, 621 Ridgely Avenue, Suite 300, Annapolis, Maryland 21401-1112 or by calling (410) 841-5414.

Note 4. Interfund Receivables and Payables

	Due From Other Funds	Due To Other Funds
General Fund	$ 125,106	$ -
School Construction Fund	-	4,292
Food Services Fund	-	120,839
Smith Estate	25	-
	$ 125,131	$ 125,131

Due to/from other funds represent advances of cash for operating needs.

Note 5. Capital Assets

Capital asset activity for the year ended June 30, 2021, was as follows:

	Balance June 30, 2020	Additions	Deductions	Transfers	Balance June 30, 2021
Governmental Activities					
Capital Assets, not being depreciated					
Construction in progress	$ 2,284,755	$ 4,707,939	$ -	$ (19,726)	$ 6,972,968
Land	122,025	-	-	-	122,025
Total capital assets, not being depreciated	2,406,780	4,707,939	-	(19,726)	7,094,993
Capital assets, being depreciated					
Land improvements	726,079	-	-	-	726,079
Buildings, furniture, fixtures and equipment	56,198,540	30,390	(5,575)	19,726	56,243,081
Vehicles	1,671,250	147,298	(48,914)	-	1,769,634
Total capital assets, being depreciated	58,595,869	177,688	(54,489)	19,726	58,738,794
Less accumulated depreciation:					
Land improvements	(391,915)	(37,558)	-	-	(429,473)
Buildings, furniture, fixtures and equipment	(40,591,335)	(1,454,093)	5,575	-	(42,039,853)
Vehicles	(502,335)	(126,892)	35,364	-	(593,863)
Total accumulated depreciation	(41,485,585)	(1,618,543)	40,939	-	(43,063,189)
Total capital assets, being depreciated, net	17,110,284	(1,440,855)	(13,550)	19,726	15,675,605
Governmental activities capital assets, net	$ 19,517,064	$ 3,267,084	$ (13,550)	$ -	$ 22,770,598

Depreciation expense was charged to governmental functions as follows:

Pupil transportation	$ 126,892
Unallocated	1,491,651
Total depreciation expense	$ 1,618,543

Note 6. Long-Term Liabilities

A summary of long-term liabilities for the year ended June 30, 2021 is as follows:

	Balance June 30, 2020	Increases	Decreases	Balance June 30, 2021	Due within one year
Capital leases	$ 843,310	$ 106,721	$ 121,944	$ 828,087	$ 133,754
Net pension liability (Note 7)	2,701,620	313,074	-	3,014,694	-
Net OPEB liability (Note 9)	25,396,884	4,245,418	-	29,642,302	-
	$ 28,941,814	$ 4,665,213	$ 121,944	$ 33,485,083	$ 133,754

Long-term liabilities are normally paid from the General Fund.

Note 7. Pension Plans

Plan Description

The State Retirement Agency is the administrator of the Maryland State Retirement and Pension System (the System). The System was established by the State Personnel and Pensions Article of the Annotated Code of Maryland to provide retirement allowances and other benefits. The System is comprised of the Teachers' Retirement and Pension Systems, Employees' Retirement and Pension Systems, State Police Retirement System, Judges' Retirement System, and the Law Enforcement Officers' Pension System. Responsibility for the System's administration and operation is vested in a 15 member Board of Trustees. The State Retirement Agency issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to the State Retirement and Pension System of Maryland, 120 E. Baltimore Street, Suite 1660, Baltimore, Maryland 21202-1600 or on-line at www.sra.maryland.gov.

The System's financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. For purposes of measuring net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the System and additions to/deductions from the System's fiduciary net position have been determined on the same basis as they are reported by the System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

Generally, all regular employees of the Board participate in the Employees' Retirement and Pension Systems (Employee's Systems). Teachers employed by the Board generally participate in the Teachers' Retirement and Pensions Systems (Teachers' Systems). Both the Employees' Systems and the Teachers' Systems (collectively the Systems) are cost sharing multiple-employer defined benefit pension plans.

Teachers' and Employees' Retirement Systems and the Teachers' and Employees' Pension Systems

General Plan Policies

The Teachers' Retirement System of the State of Maryland was established on August 1, 1927 and is administered in accordance with the State Personnel and Pensions Article of the Annotated Code of Maryland for the purpose of providing retirement allowances and other benefits to teachers in the State. In addition, on January 1, 1980, the Teachers' Pension System of the State of Maryland was established. In this regard, teachers hired on or after January 1, 1980 become members of the Teachers' Pension System, unless they elect to join an optional retirement program. Until December 31, 2004, existing members of the Teachers' Retirement System had the option of remaining in the Teachers' Retirement System or transferring to the Teachers' Pension System.

On October 1, 1941, the Employees' Retirement System was established to provide retirement allowances and other benefits to State employees, elected and appointed officials and the employees of participating governmental units. Effective January 1, 1980, the Employees' Retirement System was essentially closed to new members and the Employees' Pension system was established. Until December 31, 2004, existing members of the Employees' Retirement System had the option of remaining in the Employees' Retirement System or transferring to the Employees' Pension System.

Significant Plan Benefits and Policies

The following is a general description of the significant plan benefits and related contribution requirements for the Teachers' and Employees' Retirement Systems and the Teachers' and Employees' Pension Systems:

Note 7. Pension Plans (Continued)

Teachers' and Employees' Retirement Systems

Retirement Benefits:

A member may retire with full benefits after attaining the age of 60, or after completing 30 years of creditable service regardless of age. The annual retirement allowance is equal to 1/55 of a member's average final compensation (i.e. average of the member's three highest years of annual earnable compensation) multiplied by the number of years and months of accumulated creditable service. A member may retire with reduced benefits after completing 25 years of creditable service regardless of age. Retirement allowances are adjusted each year based on the Consumer Price Index. Cost-of-living adjustments (COLAs) are applied to all allowances payable for the year, however, the method by which the COLA is computed depends upon elections made by members and is tied to member contributions.

Vested Allowance:

A member terminating employment before attaining retirement age but after completing 5 years of creditable service becomes eligible for a vested retirement allowance, provided the member lives to the age of 60 and does not withdraw his or her accumulated contributions. Members terminating employment before attaining retirement age and before completing 5 years of creditable service are refunded their accumulated contributions plus earned interest.

Employee Contributions:

Members of the Teachers' and Employees' Retirement System are required to contribute to the systems a fixed percentage of their regular salaries and wages (e.g. 7% or 5%, depending on the COLA option selected). The contributions are deducted from each member's salary and wage payment and are remitted to the systems on a regular, periodic basis.

Teachers' and Employees' Pension Systems

Pension Benefits:

A member may retire with full benefits after completing 30 years of eligibility service regardless of age, or at age 62 or older with specified years of eligibility service. On retirement from service, a member shall receive an annual service pension allowance. The annual pension allowance is equal to 1.2% of average compensation for the three highest consecutive years as an employee for years of creditable service accrued prior to July 1, 1998 and 1.8% of average compensation for the three highest consecutive years as an employee for years of creditable service accrued on or after July 1, 1998. Members are eligible for early service pension allowances upon attaining age 55 with at least 15 years of eligibility service.

Vested Allowance:

A member terminating employment before attaining retirement age, but after completing 5 years of eligibility service, becomes eligible for a vested pension allowance provided the member lives to age 62. Members terminating employment before attaining retirement age and before completing 5 years of eligibility service are refunded their accumulated contributions plus earned interest.

Employee Contributions:

Effective July 1, 2011, members of the Teachers' and Employees' Pension Systems are required to contribute to the systems 7% of their regular salaries and wages up to the social security wage base in the year ending June 30, 2021. The contributions are deducted from each member's salary and wage payments and are remitted to the systems on a regular, periodic basis.

Note 7. Pension Plans (Continued)

For members enrolled on and after July 1, 2011, the employee contribution is 7%; vesting requires ten years of eligible service; service retirement is at age 65 with ten years of eligibility service or based on the Rule of 90 (age and service must equal 90); early service retirement is age 60 with 15 years of eligibility service; average final compensation is a five year average; and the benefit multiplier per year is 1.5%.

Teachers' and Employees' Retirement Systems and the Teachers' and Employees' Pension Systems

Employer Contributions:

For the year ended June 30, 2021 the Board's total payroll for all employees was $18,107,660. Total covered payroll was $16,547,970. Covered payroll refers to all compensation paid by the Board to active employees covered by either the Teachers' Systems or Employees' Systems.

During fiscal year 2021, the State of Maryland contributed $1,672,130 to the Systems on behalf of the Board. The Board has recognized the State on-behalf payments as both a revenue and expense in the General Fund.

Teachers' Retirement and Pension Systems:

In accordance with Maryland Senate Bill 1301, *Budget Reconciliation and Financing Act of 2012*, the Board is required to pay the State 100% of the normal cost portion of the total pension cost for teachers. The normal cost is the portion of the total retirement benefit cost that is allocated to the current year of the employee's service. As contractually required, during fiscal year 2021, the Board contributed $658,976 to the Teachers' Retirement and Pension System.

Employees' Retirement and Pension Systems:

During fiscal year 2021, the Board contributed $158,701 to the Employees' Retirement and Pension System.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

Because the State of Maryland pays the unfunded liability for the Teachers' Systems and the Board pays the normal cost for the Teachers' Systems, the Board is not required to record its' share of the unfunded pension liability for the Teachers' Systems, the State of Maryland is required to record that liability. The Board is required to record a liability for the Employees' Systems.

At June 30, 2021, the Board reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the Board. The amount recognized by the Board as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the Board were as follows:

	2021
Board's proportionate share of the net pension liability (Employees' Systems)	$ 3,014,694
State's proportionate share of the net pension liability (Teachers' Systems)	17,970,399
Total	$ 20,985,093

Note 7. Pension Plans (Continued)

The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Board's proportion of the net pension liability was based on a projection of the Board's long-term share of contributions to the pension plan relative to the projected contributions of all participating governmental units, actuarially determined. As of June 30, 2020 the Board's proportion of the net pension liability was .013%, which was substantially the same as its proportion measured as of June 30, 2019. Due to the proportion remaining substantially the same, the pension expense related to the change in proportion from June 30, 2019 to June 30, 2020 for the net pension liability, deferred financing outflows and deferred financing inflows is recognized as pension expense in the government-wide financial statements.

For the year ended June 30, 2021, the Board recognized pension expense of $1,045,417 in the government-wide financial statements. $817,677 was recognized in the fund financial statements. At June 30, 2021, the Board reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	$ 13,778	$ 57,822
Net difference between projected and actual investment earnings on pension plan investments	224,616	-
Differences between expected and actual experience	-	118,072
Board contributions subsequent to measurement date	158,701	-
Total	$ 397,095	$ 175,894

The $158,701 of deferred outflows of resources resulting from the Board's contributions to the Employees' Systems subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2022. The deferred inflows and outflows related to non-investment activity are being amortized over the remaining service life of 5.50 to 5.87 years. The net difference in investment earnings are being amortized over a closed five year period. These amounts will be recognized in pension expense as follows as of June 30, 2021:

Year Ending June 30,	Amortization of Pension Expense
2022	$ (26,382)
2023	10,857
2024	38,933
2025	39,801
2026	(709)
	$ 62,500

Note 7. Pension Plans (Continued)

Actuarial Assumptions

The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial	Entry age normal
Amortization method	Level percentage of payroll, closed
Inflation	2.60% general, 3.15% wage
Salary increases	3.10% to 11.60%, including inflation
Discount rate	7.40%
Investment rate of return	7.40%
Mortality	Public Sector 2010 Mortality Tables calibrated to MSRPS experience with generational projections using MP-2018 (2-dimensional) mortality improvement scale.

Investments

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return were adopted by the Board of Trustees after considering input from the System's investment consultant(s) and actuary(s). For each major asset class that is included in the System's target asset allocation, these best estimates are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Public Equity	37%	5.20%
Private Equity	13%	6.50%
Rate Sensitive	19%	-0.30%
Credit Opportunity	9%	2.80%
Real Asssets	14%	4.30%
Absolute Return	8%	1.80%
Total	100%	

Note 7. Pension Plans (Continued)

Discount rate
A single discount rate of 7.40% was used to measure the total pension liability. The single discount rate was based on the expected rate of return on pension plan investments of 7.40%. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Boards Proportionate Share of the Net Pension Liability to Changes in the Discount Rate
The following presents the System's proportionate share of the net pension liability calculated using the discount rate of 7.40%, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate:

	Discount Rate	Board's Net Pension Liability
1% decrease	6.40%	$ 4,291,906
Current discount rate	7.40%	$ 3,014,694
1% increase	8.40%	$ 1,950,898

Note 8. Risk Management

The Board is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. In 1986, the Maryland Association of Boards of Education Group Insurance Pool (the "Pool") was formed when several Maryland boards of education joined together to pool their casualty risks. Property insurance coverage was added in 1988 and workers compensation in fiscal year 2000. The Board pays an annual premium to the Pool each year which is calculated by an actuary. It is intended that the Pool be self-sustaining through member premiums. Reinsurance is carried through commercial companies for claims which exceed coverage limits as specified in the agreement. Should the Pool encounter deficits in its casualty and/or property funds, such deficits may be made up from assessments of the participating boards on a pro rata basis.

The Board continues to carry commercial insurance for all other risks of loss, including employee health and accident insurance. The Board purchases health insurance from a provider through a modified retrospective rating arrangement agreement. Settled claims have not exceeded insurance coverage for each of the past three fiscal years.

The Board is a member of the Eastern Shore of Maryland Educational Consortium (ESMEC) Health Alliance Trust, a public entity risk pool operating as a common risk management and insurance program for health insurance coverage. It is intended that ESMEC be self-sustaining through member premiums. Callable deficits, which are paid to ESMEC to cover potential shortfalls, are 8% of total premiums. Currently, ESMEC keeps on hand 12% as a recommended conservative reserve. As of December 21, 2020, the Boards' funds held by ESMEC exceeded the recommended conservative reserve by $1,039,244. All funds held by ESMEC are restricted to being used only for health care expenses.

Note 9. Post-Employment Health Care Benefits

Plan Description

The Board of Education of Kent County, Maryland administers a single-employer defined benefit healthcare plan, The Kent County Public Schools Retiree Health Plan ("the Plan"), that is used to provide postemployment benefits other than pensions (OPEB) for eligible retirees, their spouses and other dependents. The Plan does not issue a publicly available report.

Plan Administration

A trust account was established and the Board became a member of the Maryland Association of Boards of Education Pooled OPEB Investment Trust (MABE Trust). It is a member owned trust that provides the Board and nine other members a structure to pool assets to reduce investment costs and share administrative expenses. The Board reserves the right to establish and amend the provisions of its relationship with the MABE Trust with respect to participants, and benefits provided thereunder, or its participation therein, in whole or in part at any time, by resolution of the governing body and upon advance notice to the Trustees of the MABE Trust.

The MABE Trust was established to pool assets of its members for investment purposes only. Each member of the MABE Trust is required to designate a member trustee. The member trustees of the MABE Trust shall ensure that the MABE Trust keep such records as are necessary in order to maintain a separation of the assets of the MABE Trust from the assets of trusts maintained by other government employers. Assets of the member trusts are reported in the respective financial statements using the economic resources measurement focus and the accrual basis of accounting under which expenses are recorded when the liability is incurred. Employer contributions are recorded in the accounting period in which they are earned and become measureable. Investments are reported at fair value and are based on published prices and quotations from major investment brokers at current exchange rates, if available. The MABE Trust prohibits any part of the trust to be used for or diverted to purposes other than providing benefits to participants and beneficiaries under the Plan. The MABE Trust provides that in no event will the assets of the trust be transferred to an entity that is not a state, a political subdivision, or an entity the income of which is excluded from taxation under Section 115of the IRS Code.

The MABE Trust issues a publicly available audited GAAP-basis report that includes the financial statements and required supplementary information for the MABE Trust. This report may be obtained by writing to the Trust Administrator, Maryland Association of Boards of Education, 621 Ridgely Avenue, Suite 300, Annapolis, Maryland 21401 or by calling (410) 841-5414.

Plan Membership

At January 1, 2020 (valuation date), the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	160
Inactive plan members or beneficiaries entitled but not yet receiving benefits	-
Active plan members	250
	410

Note 9. Post-Employment Health Care Benefits (Continued)

Benefits Provided

The Plan provides medical, prescription drug, dental, and vision benefits to eligible retirees, their spouses and eligible dependents. Any employee who retires with an unreduced service retirement benefit from the Maryland Retirement System can purchase health insurance from the County. The Board provides a subsidy for employees with at least five years of service with Kent County Public Schools. The Plan provides for the payment of a portion or all of the health insurance premiums for eligible retired employees depending on their position with Kent County Public Schools and length of service. The Board of Education has the authority to establish and amend benefit provisions of the Plan. Plan members receiving benefits contribute a percentage of the monthly insurance premium. The Kent County Public Schools Retiree Health Plan pays 45% of the individual premium for each insured retiree who was a teacher, 55% for administrative and support services employees with under 30 years of service, and 100% for administrative and support services employees with 30 or more years of service. Spouses and other dependents are eligible for coverage, but the employee is responsible for the entire cost of such coverage if they retired on or after January 1, 1998. If they retired prior to January 1, 1998 the Board pays 45% of the premiums.

Participants must meet the eligibility requirements of the Maryland State Teachers'/Employees' pension system (EPS). For members hired before July 1, 2011, the earliest retirement eligibility is age 55 with 15 years of service, age 62 with 5 years of service, age 63 with 4 years of service, age 64 with 3 years of service, age 65 with 2 years of service, or 30 years of service regardless of age. For members hired after July 1, 2011, the earliest eligibility is age 60 with 15 years of service, age 65 with 10 years of service, or age plus service is at least 90 (Rule of 90).

Contributions

The employer's contributions are financed on a pay-as-you-go basis, and the future payment of these benefits is contingent upon annual approval of the operating budget.

Investment Policy

The MABE Trust's policy in regard to the allocation of invested assets is established and may be amended by the Trustees by a majority vote of its members. It is the policy of the Trust to pursue an investment strategy that emphasizes growth of principal while avoiding excess risk. Short-term volatility will be tolerated inasmuch as it is consistent with volatility of a comparable market index. The MABE Trust's investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. The following was the Board's adopted asset allocation policy as of June 30, 2021:

Asset Class	Target Allocation
Equity	54.77%
Fixed income	38.93%
Cash	6.30%
Total	100.00%

Note 9. Post-Employment Health Care Benefits (Continued)

Rate of Return

Best estimates of real rates of return for each major asset class included in the target asset allocations as of June 30, 2021, are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Equity	4.72%
Fixed income	1.60%
Cash	-0.02%

For the year ended June 30, 2020, the total rate of return, net of investment expense, was 23.55%. The total rate of return represents a hypothetical return on capital balance invested in the Trust during the entire year. Actual return rates may vary due to the timing of capital contributions and redemptions.

Net OPEB Liability

The Board's net OPEB liability was measured as of June 30, 2020. The total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of January 1, 2020. The methods, assumptions, and participant data used are detailed in the fiscal year 2020 valuation report dated July 1, 2020. The discount rate was 3.13% as of June 30, 2019 and 2.45% as of June 30, 2020.

Actuarial Assumptions

Projections of benefits for financial reporting are based on the substantive plan and include the types of benefits provided at the time of each valuation and the historical pattern of sharing benefit costs between the employer and Plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations on the pattern of cost sharing between the employer and Plan members in the future. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and actuarial value of significant valuation methods and assumptions are as follows:

Valuation date	January 1, 2020
Measurement date - GASB 75	June 30, 2020
Actuarial cost method - GASB 75	Entry age normal
Asset valuation method	Market value of assets
Actuarial Assumptions:	
Discount rate - June 30, 2019	3.13%
Discount rate - June 30, 2020	2.45%
Payroll growth	3.00%
Inflation rate	2.50%
Rate of growth in real income	1.50%
Medical trend	Based on Society of Actuaries Long-Run Medical Cost Trend Model baseline assumptions. The model was released in October 2010 and updated in September 2019. The 2020 rate is 4.70% decreasing gradually to 4.00% in 2075.
Mortality	The mortality rates were calculated using the Pub-2010 Teacher Employees, Teacher Retirees and Disabled Teacher Retirees Headcount-Weighted Mortality Projected with Fully Generational MP2019 Mortality Improvement Scale.

Note 9. Post-Employment Health Care Benefits (Continued)

Discount Rate

The discount rate used when OPEB plan investments are insufficient to pay for future benefit payments is selected from a range of 20-Year Municipal Bond Indices and include the Bond Buyer 20-Bond GO Index, the S&P Municipal Bond 20-Year High Grade Rate Index and the Fidelity 20-Year GO Municipal Bond Index. The final equivalent single discount rate used for this year's valuation is 2.45% as of June 30, 2020. The rate has been adjusted from 3.13% as of June 30, 2019.

Change in Net OPEB Liability

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance as of June 30, 2019	$ 26,547,596	$ 1,150,712	$ 25,396,884
Changes for the Year			
Service Cost	891,513	-	891,513
Interest	819,833	-	819,833
Changes of Benefit Terms	-	-	-
Experience Losses/Gains	183,953	-	183,953
Trust Contributions - Employer	-	893,676	(893,676)
Net Investment Income	-	33,610	(33,610)
Changes in Assumptions	3,270,908	-	3,270,908
Benefit Payments (net of retiree contributions)	(893,676)	(893,676)	-
Administrative Expense	-	(6,497)	6,497
Net Changes	4,272,531	27,113	4,245,418
Balance as of June 30, 2020	$ 30,820,127	$ 1,177,825	$ 29,642,302

Plan fiduciary net position as a percentage of the total OPEB liability at June 30, 2020 is approximately 3.82%.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Board using the discount rate of 2.45%, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate:

	Discount Rate	Net OPEB Liability
1% decrease	1.45%	$ 35,527,748
Current discount rate	2.45%	$ 29,642,302
1% increase	3.45%	$ 25,001,836

Note 9. Post-Employment Health Care Benefits (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Trend Rates

The following presents the net OPEB liability of the Board, as well as what the net OPEB liability would be if it were calculated using a healthcare trend rate that is 1% point lower or 1% point higher than the current rate:

	Healthcare Cost Trend Rate	Net OPEB Liability
1% decrease	3.00%	$ 24,328,340
Current healthcare cost trend rate	4.00%	$ 29,642,302
1% increase	5.00%	$ 36,665,934

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended June 30, 2021, the Board will recognize OPEB expense in the amount of $2,314,311 on the government-wide statements. At June 30, 2021, the Board reported deferred outflows of resources and deferred inflows of resources related to the OPEB plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	$ 3,273,112	$ 1,348,288
Net difference between projected and actual investment earnings	3,200,136	-
Differences between expected and actual experience	37,370	10,416
Board's contributions subsequent to measurement date	-	-
Total	$ 6,510,618	$ 1,358,704

Amounts reported as differences between projected and actual earnings on OPEB plan investments will be amortized and expensed over a closed five-year period. Amounts reported as differences between expected and actual experience will be amortized and expensed over a period equal to the average remaining service lives of all employees that are provided with other post-employment benefits through the plan. Amounts reported as changes in assumptions will be amortized and expensed over a period equal to the average remaining service lives of all employees that are provided with other post-employment benefits through the plan. Amortization expense related to net deferred inflows and outflows of resources over the next five years is expected to be as follows:

Year Ending June 30,	Amortization
2022	$ 676,791
2023	684,710
2024	685,483
2025	685,798
2026	988,968
Thereafter	1,430,164
	$ 5,151,914

Note 9. Post-Employment Health Care Benefits (Continued)

GASB 74 Information

Plan Membership

At January 1, 2021 (valuation date), the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	191
Inactive plan members or beneficiaries entitled but not yet receiving benefits	-
Active plan members	247
	438

Contributions

The employer's contributions are financed on a pay-as-you-go basis, and the future payment of these benefits is contingent upon annual approval of the operating budget.

Rate of Return

For the year ended June 30, 2021, the total rate of return, net of investment expense, was 2.36%. The total rate of return represents a hypothetical return on capital balance invested in the Trust during the entire year. Actual return rates may vary due to the timing of capital contributions and redemptions.

Actuarial Assumptions

The total OPEB liability is based on January 1, 2020 valuation data rolled forward to June 30, 2020. The methods, assumptions and participant data used are detailed below:

Valuation date	January 1, 2021
Measurement date - GASB 74	June 30, 2021
Actuarial cost method - GASB 74	Entry age normal
Asset valuation method	Market value of assets
Actuarial Assumptions:	
Discount rate - June 30, 2020	2.45%
Discount rate - June 30, 2021	1.92%
Payroll growth	3.00%
Inflation rate	2.50%
Rate of growth in real income	1.50%
Medical trend	Based on Society of Actuaries Long-Run Medical Cost Trend Model baseline assumptions. The model was released in October 2010 and updated in September 2019. The 2020 rate is 4.70% decreasing gradually to 4.00% in 2075.
Mortality	The mortality rates were calculated using the Pub-2010 Teacher Employees, Teacher Retirees and Disabled Teacher Retirees Headcount-Weighted Mortality Projected with Fully Generational MP2019 Mortality Improvement Scale.

Note 9. Post-Employment Health Care Benefits (Continued)

GASB 74 Information (Continued)

Discount Rate

The discount rate used when OPEB plan investments are insufficient to pay for future benefit payments is selected from a range of 20-Year Municipal Bond Indices and include the Bond Buyer 20-Bond GO Index, the S&P Municipal Bond 20-Year High Grade Rate Index and the Fidelity 20-Year GO Municipal Bond Index. The final equivalent single discount rate used for this year's valuation is 2.45% as of June 30, 2020. The rate has been adjusted from 3.13% as of June 30, 2019.

Change in Net OPEB Liability

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance as of June 30, 2020	$ 30,820,127	$ 1,177,825	$ 29,642,302
Changes for the Year			
Service Cost	1,133,075	-	1,133,075
Interest	745,291	-	745,291
Changes of Benefit Terms	-	-	-
Experience Losses/Gains	(1,956,360)	-	(1,956,360)
Trust Contributions - Employer	-	733,079	(733,079)
Net Investment Income	-	284,054	(284,054)
Changes in Assumptions	3,091,431	-	3,091,431
Benefit Payments (net of retiree contributions)	(733,079)	(733,079)	-
Administrative Expense	-	(6,645)	6,645
Net Changes	2,280,358	277,409	2,002,949
Balance as of June 30, 2021	$ 33,100,485	$ 1,455,234	$ 31,645,251

Plan fiduciary net position as a percentage of the total OPEB liability at June 30, 2020 is approximately 3.82%.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Board using the discount rate of 23.55%, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1% point lower or 1% point higher than the current rate:

	Discount Rate	Net OPEB Liability
1% decrease	0.92%	$ 38,872,587
Current discount rate	1.92%	$ 31,645,251
1% increase	2.92%	$ 26,151,550

Note 9. Post-Employment Health Care Benefits (Continued)

GASB 74 Information (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Trend Rates

The following presents the net OPEB liability of the Board, as well as what the net OPEB liability would be if it were calculated using a healthcare trend rate that is 1% point lower or 1% point higher than the current rate:

	Healthcare Cost Trend Rate	Net OPEB Liability
1% decrease	3.00%	$ 25,450,905
Current healthcare cost trend rate	4.00%	$ 31,645,251
1% increase	5.00%	$ 40,078,666

Note 10. Leases

Operating leases:

The Board leases copy machines for the majority of the educational system and certain vehicles over five year terms.

Expenses under these leases totaled approximately $121,800 for the year ended June 30, 2021. Approximate future minimum lease commitments are as follows:

2022	$ 207,366
2023	207,366
2024	207,366
2025	77,986
2026	71,487

Capital leases:

The Board has entered into a non-cancelable lease agreement that transfers ownership at the end of the lease, thus the Board has recorded lease obligations and the related assets in the appropriate funds.

Capital lease obligations at June 30, 2021 consist of the following:

Vehicles, bank, interest at 2.31%; payable in annual installments of approximately $141,425, including interest through 2027	$	721,366
Vehicle, bank, interest at 3.75%; payable in annual installments of approximately $12,945, including interest through 2031		106,721
	$	828,087

Note 10. Leases (Continued)

Future minimum lease payments under the capital lease, which will be funded from the General Fund, are as follows:

2022	$	154,419
2023		154,419
2024		154,419
2025		154,419
2026		154,419
2027		134,613
		906,708
Less amounts representing interest		78,621
Present value of net minimum lease payments	$	828,087

Interest expense on the above capital lease was approximately $19,500 for the year ended June 30, 2021.

The cost of items acquired under the capital lease arrangement, as included in capital assets totaled $1,327,988 and the related accumulated depreciation was $311,304 at June 30, 2021.

Note 11. Fund Balances

As of June 30, 2021, fund balances are composed of the following:

	Major Fund			
	General Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:				
Prepaid expenses	$ -	$ -	$ -	$ -
Inventories	-	-	44,115	44,115
	-	-	44,115	44,115
Restricted:				
By Federal law for nonprofit food service fund	-	-	13,107	13,107
By Smith Estate bequest for library expenses	-	-	3,154	3,154
	-	-	16,261	16,261
Committed:				
Budget reserve	1,049,336	-	-	1,049,336
Contingency	500,000	-	-	500,000
	1,549,336	-	-	1,549,336
Assigned:				
School activities	-	-	172,780	172,780
Encumbrances	24,866	-	-	24,866
	24,866	-	172,780	197,646
Unassigned	1,824,467	-	-	1,824,467
Total fund balance	$ 3,398,669	$ -	$ 233,156	$ 3,631,825

Note 12. Commitments and Contingencies

The Board regularly enters into contracts for goods and services during the normal course of operations. The contracts often extend over fiscal years.

The Board receives a substantial amount of its support from Federal, State and local agencies in the form of grants. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the Board has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable at June 30, 2021 may be impaired. In the opinion of the Board, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying financial statements for such contingencies.

The Board is a defendant in various lawsuits. After considering all relevant facts and the opinion of legal counsel, it is management's opinion that such litigation will not have a material adverse effect on the financial position of the Board.

On March 11, 2020, the World Health Organization declared COVID-19 a pandemic. The COVID-19 pandemic and resulting global disruptions have had significant impacts on the traditional education model of Boards of Education across the Country. In addition, there has been significant economic uncertainty and volatility in financial markets. The impact on future funding and on defined benefit plan (pensions and other post-employment benefit) actuarial assumptions used to estimate the net pension and other post-employment liabilities of the Board are not reasonably estimated at this time.

Note 13. Prior Period Restatement

The Board has determined to restate its Statement of Activities and its Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds at June 30, 2020. The determination was made to restate these financial statements in connection with the fiscal year 2021 implementation of Government Accounting Standards Board's Statement No. 84, *Fiduciary Activities*. This statement's objective is to improve the identification of fiduciary activities for accounting and financial reporting purposes and how those activities are reported. The Board determined that based on this guidance, the school activities did not meet the criteria of a fiduciary fund and have included school activities within governmental activities at June 30, 2021.

The following tables are a summary of the effects of this change on net position and fund balance at June 30, 2020.

Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds

		Fund Balance
As previously reported	$	2,384,954
Adjustment for school activities		170,483
As restated	$	2,555,437

Statement of Activities

		Net Position
As previously reported	$	(4,576,798)
Adjustment for school activities		170,483
As restated	$	(4,406,315)

REQUIRED SUPPLEMENTARY INFORMATION

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

SCHEDULE OF REVENUES, EXPENDITURES, AND ENCUMBRANCES
BUDGET AND ACTUAL - GENERAL FUND
Year Ended June 30, 2021

	Budgeted Amounts			Variance with Final Budget Favorable
	Original	Final	Actual	(Unfavorable)
REVENUES				
Kent County	$ 18,559,615	$ 18,559,615	$ 18,559,623	$ 8
State of Maryland	9,515,538	9,431,148	9,380,621	(50,527)
United States Government	71,000	71,000	34,610	(36,390)
Restricted federal, state and other	2,139,704	9,544,829	4,035,766	(5,509,063)
Other sources	264,991	264,991	268,152	3,161
TOTAL REVENUES	30,550,848	37,871,583	32,278,772	(5,592,811)
EXPENDITURES AND ENCUMBRANCES				
Administration	1,201,939	1,201,939	1,056,399	145,540
Mid-level administration	1,855,673	1,855,673	1,804,406	51,267
Instructional salaries	9,761,128	9,678,128	9,329,778	348,350
Instructional texts and supplies	199,154	234,154	233,625	529
Instructional other costs	707,492	707,492	634,070	73,422
Special education	3,273,538	3,189,148	2,765,798	423,350
Student personnel services	521,220	521,220	465,584	55,636
Student health services	420,000	468,000	466,583	1,417
Student transportation	1,762,488	1,762,488	1,543,889	218,599
Operation of plant	1,720,487	1,765,487	1,759,868	5,619
Maintenance of plant	601,981	556,981	540,997	15,984
Fixed charges	6,516,445	6,516,445	6,019,778	496,667
Capital outlay	59,991	59,991	53,154	6,837
Restricted programs	2,139,704	9,544,829	4,035,766	5,509,063
TOTAL EXPENDITURES AND ENCUMBRANCES	30,741,240	38,061,975	30,709,695	7,352,280
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING USES	(190,392)	(190,392)	1,569,077	1,759,469
OTHER FINANCING SOURCES (USES)				
Fund balance appropriated	190,392	190,392	190,392	-
TOTAL OTHER FINANCING SOURCES (USES)	190,392	190,392	190,392	-
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	$ -	$ -	$ 1,759,469	$ 1,759,469

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

REQUIRED SUPPLEMENTARY INFORMATION
Year Ended June 30, 2021

SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS

	Fiscal Year									
As of June 30,	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**
Measurement date:	**6/30/2012**	**6/30/2013**	**6/30/2014**	**6/30/2015**	**6/30/2016**	**6/30/2017**	**6/30/2018**	**6/30/2019**	**6/30/2020**	**6/30/2021**
Total OPEB liability										
Service cost						$ 753,715	$ 638,329	$ 655,921	$ 891,513	$ 1,133,075
Interest						629,260	727,068	753,845	819,833	745,291
Changes of benefit terms						-	-	-	-	-
Differences between expected and actual experience						-	82,431	3,983,544	183,953	(1,956,360)
Changes of assumptions						(2,500,064)	(157,212)	548,092	3,270,908	3,091,431
Benefit payments						(620,000)	(768,569)	(568,072)	(893,676)	(733,079)
Net change in OPEB liability						(1,737,089)	522,047	5,373,330	4,272,531	2,280,358
Total OPEB liability - beginning						22,389,308	20,652,219	21,174,266	26,547,596	30,820,127
Total OPEB liability - ending (a)						$ 20,652,219	$ 21,174,266	$ 26,547,596	$ 30,820,127	$ 33,100,485
Plan fiduciary net position										
Contributions - employer						$ 620,000	$ 768,569	$ 568,072	$ 893,676	$ 733,079
Net investment income						103,414	74,466	76,954	33,610	284,054
Benefit payments						(620,000)	(768,569)	(568,072)	(893,676)	(733,079)
Administrative expenses						(7,642)	(5,938)	(6,132)	(6,497)	(6,645)
Net change in plan fiduciary net position						95,772	68,528	70,822	27,113	277,409
Plan fiduciary net position - beginning						915,590	1,011,362	1,079,890	1,150,712	1,177,825
Plan fiduciary net position - ending (b)						$ 1,011,362	$ 1,079,890	$ 1,150,712	$ 1,177,825	$ 1,455,234
Board's net OPEB liability - ending (a) - (b)						$19,640,857	$20,094,376	$25,396,884	$29,642,302	$31,645,251
Plan fiduciary net position as a percentage of the total OPEB liability						4.90%	5.10%	4.33%	3.82%	4.40%
Covered employee payroll						13,848,985	17,303,337	17,862,417	16,742,974	16,547,970
Board's net OPEB liability as a percentage of covered employee payroll						141.82%	116.13%	142.18%	177.04%	191.23%
Expected Average Remaining Service Years of All Participants						8	8	8	8	8

This schedule is presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend is compiled, OPEB plans should present information for those years for which information is available.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

REQUIRED SUPPLEMENTARY INFORMATION
Year Ended June 30, 2021

SCHEDULE OF INVESTMENT RETURNS

	Fiscal Year									
	2012	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**
Annual money-weighted rate of return, net of investment						10.46%	6.77%	6.56%	2.36%	23.55%

This schedule is presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend is compiled, OPEB plans should present information for those years for which information is available.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

REQUIRED SUPPLEMENTARY INFORMATION
Year Ended June 30, 2021

SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Fiscal Year	Measurement Date	Board's Proportion (Percentage) of the NPL A	Board's Proportionate Share of the NPL B	State's Proportionate Share of the NPL C	Total (B+C)	Board's Covered Payroll D	Board's Proportionate Share as a Percentage of Covered Payroll (B / D)	Plan's Total Fiduciary Net Position E	Plan's Total Pension Liability F	Plan's Fiduciary Net Position as a Percentage of Total Pension Liability (E / F)
2012										
2013										
2014										
2015	June 30, 2014	0.0113256%	$ 2,009,929	$16,219,599	$ 18,229,528	$ 13,696,066	14.68%	$45,339,988,000	$63,086,719,000	71.87%
2016	June 30, 2015	0.0122061%	$ 2,536,630	$18,627,177	$ 21,163,807	$ 14,025,709	18.09%	$45,789,840,000	$66,571,552,000	68.78%
2017	June 30, 2016	0.0124563%	$ 2,938,934	$24,758,151	$ 27,697,085	$ 13,848,985	21.22%	$45,365,927,000	$68,959,954,000	65.79%
2018	June 30, 2017	0.0121455%	$ 2,626,298	$19,958,700	$ 22,584,998	$ 17,303,337	15.18%	$48,987,184,000	$70,610,885,000	69.38%
2019	June 30, 2018	0.0121397%	$ 2,547,095	$17,219,703	$ 19,766,798	$ 17,862,417	14.26%	$51,827,233,000	$72,808,833,000	71.18%
2020	June 30, 2019	0.0130984%	$ 2,701,620	$17,366,822	$ 20,068,442	$ 16,742,974	16.14%	$53,943,420,000	$74,569,030,000	72.34%
2021	June 30, 2020	0.0133386%	$ 3,014,694	$17,970,399	$ 20,985,093	$ 16,547,970	18.22%	$54,586,037,000	$77,187,397,000	70.72%

This schedule is presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend is compiled, pension plans should present information for those years for which information is available.

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

REQUIRED SUPPLEMENTARY INFORMATION
Year Ended June 30, 2021

SCHEDULE OF CONTRIBUTIONS

Fiscal Year	Measurement Date	Contractually Required Contribution A	Actual Contribution B	Contribution Deficiency (Excess) (A - B)	Board's Covered Payroll C	Actual Contribution as a Percentage of Covered Payroll (B / C)
2012						
2013						
2014						
2015	June 30, 2014	$ 257,272	$ 257,272	$ -	$ 13,696,066	1.88%
2016	June 30, 2015	$ 242,658	$ 242,658	$ -	$ 14,025,709	1.73%
2017	June 30, 2016	$ 247,202	$ 247,202	$ -	$ 13,848,985	1.78%
2018	June 30, 2017	$ 242,074	$ 242,074	$ -	$ 17,303,337	1.40%
2019	June 30, 2018	$ 268,975	$ 268,975	$ -	$ 17,862,417	1.51%
2020	June 30, 2019	$ 285,986	$ 285,986	$ -	$ 16,742,974	1.71%
2021	June 30, 2020	$ 158,701	$ 158,701	$ -	$ 16,547,970	0.96%

This schedule is presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend is compiled, pension plans should present information for those years for which information is available.

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

Note 1. Budgetary Comparison Schedule

The Board of Education annually adopts a budget for the General Fund (Current Expense Fund). All appropriations are legally controlled at the categorical level for the General Fund.

The budget is integrated into the accounting system, and the budgetary data compares the expenditures with the amended budget. All budgets are presented on the modified accrual basis of accounting. Accordingly, the accompanying Schedule of Revenues, Expenditures and Encumbrances – Budget and Actual for the General Fund presents actual expenditures in accordance with the accounting principles generally accepted in the United States on a basis consistent with the legally adopted budgets as amended. Unexpended appropriations on annual budgets lapse at the end of each fiscal year.

Adjustments necessary to convert the results of operations and fund balances at the end of the year on the GAAP basis to the budgetary basis are as follows:

	June 30, 2021 GENERAL FUND		
	Revenues and other financing sources	Expenditures and other financing uses	Fund Balance
GAAP BASIS	$ 34,132,668	$ 33,039,107	$ 3,398,669
Encumbrances at June 30, 2020	(59,263)	(559,645)	-
Encumbrances at June 30, 2021	162,890	187,756	(24,866)
Proceeds from capital leases	(106,721)	(106,721)	
Payments made on-behalf of the Board by Kent County	(178,672)	(178,672)	-
Payments made on-behalf of the Board by the State of Maryland	(1,672,130)	(1,672,130)	-
BUDGETARY BASIS	$ 32,278,772	$ 30,709,695	$ 3,373,803

Note 2. Pension Plans

Changes in Benefit Terms
There were no benefit changes during the year.

Changes in Assumptions
Adjustments to the roll-forward liabilities were made to reflect the following assumption changes in the 2020 valuation:

- Inflation assumption changed from 2.60% to 2.65% for general and from 3.10% to 3.15% for wage

Note 2. Pension Plans (Continued)

Method and Assumptions used in Calculations of Actuarially Determined Contributions

Actuarial	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	18 years for State system
Asset valuation method	5-year smoothed market; 20% collar
Inflation	2.60% general, 3.15% wage
Salary increases	3.10% to 11.60%, including inflation
Investment rate of return	7.40%
Retirement age	Experienced-based table of rates that are specific to the type of eligibility condition. Last updated for 2018 valuation pursuant to an experience study of the period July 1, 2014 to July 30, 2018.
Mortality	Public Sector 2010 Mortality Tables calibrated to MSRPS experience with generational projections using MP-2018 (2-dimensional) mortality improvement scale.

Note 3. Post-Employment Health Care Benefits

Changes in Benefit Terms
There were no significant benefit changes during the year.

Changes in Assumptions
- The discount rate was changed from 3.13% at June 30, 2019 to 2.45% at June 30, 2020 to 1.92% at June 30, 2021.
- The claims assumptions were updated to include the most recent plan experience.
- Medicare claims and total costs are based on the fully insured rates for 2021.

Note 3. Post-Employment Health Care Benefits (Continued)

Method and Assumptions used in Calculations of Actuarially Determined Contributions

Valuation date	January 1, 2020
Measurement date - GASB 75	June 30, 2020
Actuarial cost method - GASB 75	Entry age normal
Asset valuation method	Market value of assets
Actuarial Assumptions:	
Discount rate - June 30, 2019	3.13%
Discount rate - June 30, 2020	2.45%
Payroll growth	3.00%
Inflation rate	2.50%
Rate of growth in real income	1.50%
Medical trend	Based on Society of Actuaries Long-Run Medical Cost Trend Model baseline assumptions. The model was released in October 2010 and updated in September 2019. The 2020 rate is 4.70% decreasing gradually to 4.00% in 2075.
Mortality	The mortality rates were calculated using the Pub-2010 Teacher Employees, Teacher Retirees and Disabled Teacher Retirees Headcount-Weighted Mortality Projected with Fully Generational MP2019 Mortality Improvement Scale.

ADDITIONAL SUPPLEMENTARY INFORMATION

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

SCHEDULE OF REVENUES

GENERAL FUND
Year Ended June 30, 2021

KENT COUNTY FUNDS	
Annual appropriation	$ 18,559,623
On-behalf payments	178,672
Total Kent County Funds	18,738,295
STATE OF MARYLAND FUNDS	
Compensatory education	2,867,558
State share of basic current expenses	2,274,148
On-behalf payments	1,672,130
Student transportation	1,718,555
Supplemental grant	1,003,414
Handicapped children - formula	730,764
Declining enrollment	99,016
Geographic cost of ED IDX	131,976
ESL program	226,450
Supplemental Pre K	147,799
Net taxable adjustment	120,473
Aging schools	5,250
Maryland Blue Print	55,218
Total State of Maryland Funds	11,052,751
UNITED STATES GOVERNMENT	34,610
OTHER SOURCES	
Miscellaneous	98,270
Out of county living	89,669
E-rate reimbursement	37,212
Interest income	6
MABE grant	19,332
Sports events	2,411
WKHS	20,402
Lease of building space	850
Total Other Sources	268,152
TOTAL REVENUES	$ 30,093,808

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
June 30, 2021

	FOOD SERVICES	SCHOOL ACTIVITIES	SMITH ESTATE	Total Nonmajor Governmental Funds
ASSETS				
Cash and investments	$ 81,434	$ 172,780	$ 3,129	$ 257,343
Accounts receivable:			-	
Federal funds from State of Maryland	73,775	-	-	73,775
Other receivables	341	-	-	341
Other Board of Education funds	-	-	25	25
Inventories, at cost	44,115	-	-	44,115
TOTAL ASSETS	$ 199,665	$ 172,780	$ 3,154	$ 375,599
LIABILITIES AND FUND BALANCES				
Accounts payable:				
Vendors	$ 8,553	$ -	$ -	$ 8,553
Other Board of Education funds	120,839	-	-	120,839
Accrued payroll	12,021	-	-	12,021
Unearned revenue - USDA commodities	1,030	-	-	1,030
TOTAL LIABILITIES	142,443	-	-	142,443
COMMITMENTS AND CONTINGENCIES				
FUND BALANCES				
Nonspendable				
Inventory	44,115	-	-	44,115
Restricted				-
Fund purpose	13,107		3,154	16,261
Assigned to:				
School activities	-	172,780	-	172,780
TOTAL FUND BALANCES	57,222	172,780	3,154	233,156
TOTAL LIABILITIES AND FUND BALANCES	$ 199,665	$ 172,780	$ 3,154	$ 375,599

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
Year Ended June 30, 2021

	FOOD SERVICES	SCHOOL ACTIVITIES	SMITH ESTATE	Total Nonmajor Governmental Funds
REVENUES				
State of Maryland	$ 45,077	$ -	$ -	$ 45,077
Federal sources	944,765	-	-	944,765
Other sources:				
Sales of food	2,178	-	-	2,178
School activity revenues	-	66,081	-	66,081
Other	25,401	-	1	25,402
TOTAL REVENUES	1,017,421	66,081	1	1,083,503
EXPENDITURES				
Food services	1,036,892	-	-	1,036,892
School activity expenditures	-	63,784	-	63,784
TOTAL EXPENDITURES	1,036,892	63,784	-	1,100,676
Net change in fund balances	(19,471)	2,297	1	(17,173)
Fund balances, beginning	76,693	170,483	3,153	250,329
Fund balances, ending	$ 57,222	$ 172,780	$ 3,154	$ 233,156

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND

SCHEDULE OF REVENUES AND EXPENDITURES

FOOD SERVICE FUND
Year Ended June 30, 2021

REVENUES	
Cafeteria sales	$ 2,178
Federal assistance	944,765
State assistance	45,077
Other	25,401
TOTAL REVENUES	1,017,421
EXPENDITURES	
Salaries and wages	519,737
Contracted services	34,600
Supplies and materials	441,092
Other charges	41,463
TOTAL EXPENDITURES	1,036,892
EXCESS OF EXPENDITURES OVER REVENUES	$ (19,471)

BOARD OF EDUCATION OF KENT COUNTY, MARYLAND
SCHOOL ACTIVITIES AGENCY FUND

STATEMENT OF REVENUES, EXPENDITURES
AND FUND BALANCE - SCHOOL ACTIVITIES FUND
For the Year Ended June 30, 2021

	Balance July 1, 2020	Receipts	Disbursements	Balance June 30, 2021
Galena Elementary School	$ 10,139	$ 3,201	$ 6,077	$ 7,263
H.H. Garnett Elementary School	2,869	4,021	5,114	1,776
Rock Hall Elementary School	7,376	11,168	10,167	8,377
Kent County Middle School	24,073	2,766	3,620	23,219
Kent County High School	126,026	44,925	38,806	132,145
Total	$ 170,483	$ 66,081	$ 63,784	$ 172,780

Kent County Public Schools

Growing a Community of Leaders

TO: **Members, County Commissioners of Kent County**

FROM: **Superintendent – Dr. Karen M. Couch**
Supervisor of Finance – Alleesa Stewart

RE: **Unrestricted Funds Budget Amendment #1 – FY 2022**

DATE: **December 14, 2021**

PURPOSE

To request County Commissioners of Kent County Approval of Budget Amendment #1 for Fiscal Year 2022 of Unrestricted Funds.

SUMMARY

In review of the Fiscal Year 2022 budget, there have been some updates that need to be reflected in the budget.

- **Special Education – Increase Revenue and Expense by $124,390.**
  - **MD Blueprint Special Education Funds are now categorized as unrestricted funds, but restricted to Special Education.**

- **Capital Outlay – Increase Revenue and Expense by $33,094.**
  - **FY22 Aging Schools allocation is $38,292 and Carryover amount is $39,793. Total for Aging Schools allocation should be $78,085 and not $44,991 which was originally budgeted.**

ACTION

County Commissioners of Kent County approval is requested for the approval of Unrestricted Funds Budget Amendment #1 for Fiscal Year 2022.

Kent County Public Schools
Fiscal Year 2022
Budget Amendment #1

Unrestricted Budget Amendment Spreadsheet - Fiscal Year 2022								
	Original Budget	Amendment #1	Amendment	Amendment	Amendment	Amendment	Amendment	Total
Unrestricted Revenue								
Local Appropriation	$18,559,629							$18,559,629
Non-Recurring Costs	$0							$0
Other	$264,991	$33,094.00						$298,085
State Share Current Exp	$9,352,034	$124,390.00						$9,476,424
Federal	$71,000							$71,000
Fund Balance	$1,049,356							$1,049,356
Totals	**$29,297,010**	**$157,484**	**$0**	**$0**	**$0**	**$0**		**$29,454,494**
Unrestricted Expenditures								
Administration	$1,264,877							$1,264,877
Mid-Level	$1,898,757							$1,898,757
Instructional Salary	$9,848,962							$9,848,962
Instructional Supply	$199,154							$199,154
Instructional Other	$725,992							$725,992

Kent County Public Schools
Fiscal Year 2022
Budget Amendment #1

Special Education	$3,230,956	$124,390						$3,355,346
Pupil Personnel	$511,168							$511,168
Health Service	$428,340							$428,340
Transportation	$1,833,241							$1,833,241
Operations	$1,746,866							$1,746,866
Maintenance	$655,405							$655,405
Fixed Charges	$6,880,158							$6,880,158
Food Service Transfer	$0							$0
Capital Outlay	$59,991	$33,094						$93,085
Total	**$29,283,867**	**$157,484**	**$0**	**$0**	**$0**	**$0**		**$29,441,351**

Dr. Karen Couch, Superintendent, Kent County Public Schools
12/14/2021
County Commissioners Meeting

Item Summary:
Kent County High School Roof Replacement

ATTACHMENTS:

Description

Kent County Public Schools Concurrence Letter Memo

Kent County Public Schools FY2023 Capital Improvement Program

KCHS Roof Projected Budget

12.14.21 Robert Gorrell, Executive Director, Interagency Commission on School Construction, FY23 Funding for Kent County High School Roof Replacement Project

BOARD OF EDUCATION OF KENT COUNTY

5608 Boundary Avenue
Rock Hall, Maryland 21661
Phone 410-778-1595
Fax 410-778-6193

TO: Kent County Commissioners Office

FROM: Dr. Karen Couch, Superintendent of Schools
Kreigh Kirby, Accountant

RE: Kent County Public. Schools FY 2023 CIP Concurrence Letter

DATE: December 14, 2021

PURPOSE:

To request agreement from the Board of County Commissioners on Kent County Public School's FY 2023 Capital Improvement Program (CIP) submission.

SUMMARY:

As part of the updated Interagency Commission on School Construction's (IAC) Administrative Procedures Guide for the FY 2023 CIP, Local Education Agencies (LEA's) now must submit a "Concurrence Letter" which informs the IAC that should the project be approved by the state, that the local government will support their share of the project costs. The only project listed in the FY 2023 CIP for funding is the Kent County High School Roof Replacement Project, which is set to start Summer 2022 and finish at the end of Summer 2023. An updated project budget has been submitted, with estimations on the project costs. Should KCPS receive approval from the IAC as well as the Board of County Commissioners, this project will go to bid in January/February 2022. At that time, KCPS will update the project budget to reflect actual figures for each component of the project well in advance of the upcoming budget season.

ACTION:

Kent County Public Schools requests favorable approval from the Board of County Commissioners on the submitted Concurrence Letter for the FY 2023 CIP.

Kent County Public Schools
Growing a Community of Leaders

October 4, 2021

Mr. Robert Gorrell
Executive Director
Interagency Commission on School Construction
200 West Baltimore St.
Baltimore, MD 21201

Re: FY 2023 Capital Improvement Program (CIP), Kent County Public Schools – Submission

Dear Mr. Gorrell,

I am pleased to submit the FY 2023 Capital Improvement Program (CIP) request for Kent County Public Schools (KCPS). The project requested in this CIP was identified through a facilities strategic planning process completed in February 2018. A committee of stakeholders was appointed to review KCPS facilities, conduct site visits, and obtain community input. The Six-Year Facilities Strategic Plan addressed both the urgent near-term needs of the school system and complex longer-term facility requirements that involve Kent County Middle School and Kent County High School.

The project in this year's CIP has a high degree of urgency:

- **Priority No. 1, Kent County High School Roof Replacement, Request for Funding –** The roof at Kent County High School is well past its useful life in many areas, as there are sections of the roof that are still original from when Kent County High School was constructed in 1971. There were partial replacements to the roof in the early- to mid-1990's, but there have been no renovations or replacements to the roof since that period of time. As expected, due to normal wear and tear over 30+ years in the replaced areas and 50+ years in the original roof areas, this has been an incredibly difficult task for our maintenance staff to combat day to day.

KCPS would appreciate receiving an early approval of the full project funding from the Interagency Commission on School Construction (IAC), or an early assurance that funding will be approved at a later date. This will permit us to bid this project in January-February of 2022 in order to achieve optimal pricing in today's uncertain construction market. Past experience has taught us that the roofing market is highly sensitive to timing, and the differences in cost between a mid-winter solicitation and one in the late spring can be dramatic. Kent County Public Schools is a small school system that must work within extreme fiscal constraints, and it anticipates that a major project, Kent County Middle School, will require local and State funding within a few years. It is therefore crucial that we obtain the best prices possible for our projects. We request that the IAC provide a determination on the status of the Kent County High School roof replacement project at the earliest date possible.

We are highly appreciative of the support that the IAC has provided Kent County Public Schools in prior years as well as in the FY 2023 CIP. With your assistance, KCPS has installed security vestibules at all five schools, replaced the roof at Rock Hall Elementary School, and completed the Rock Hall Elementary School Targeted Renovation Project. The construction of the renovation and addition for Galena Elementary School is almost at substantial completion and will be completed in November 2021. The assistance of the State continues to be essential in allowing Kent County Public Schools to undertake long-deferred renewal of its education facilities. My staff and I are prepared to discuss this project in greater detail should additional information be required.

Sincerely,

Karen M. Couch

Dr. Karen M. Couch
Superintendent

KENT COUNTY PUBLIC SCHOOLS

FY 2023 CAPITAL IMPROVEMENT PROGRAM

Dr. Karen Couch, Superintendent of Schools
October 4, 2021

KENT COUNTY PUBLIC SCHOOLS
FY 2023 CAPITAL IMPROVEMENT PROGRAM
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SECTION I: REQUESTS FOR FUNDING

IAC/PSCP Form 102.1

Priority 1 - Kent County High School Roof Replacement Funding

APG Public School Construction Program: Capital Improvement Program / Built to Learn Act Program Form 102.1 Form
Request for Capital Maintenance Funding

IAC
Interagency Commission on School Construction

PSC No.: 14.007 FUNDING PROGRAM: PSCP CIP X BUILT TO LEARN

LEA:

REQUEST TYPE: Facility Renewal

SCHOOL NAME:

FY: 2023 Date Submitted: October 4, 2021

ADDRESS:

PRIORITY #: 1 Revised Date:

PROJECT TYPE (Primary System/PS) Roof: X HVAC: Structural: Other Facility Renewal: Windows/Doors:

Electrical Upgrade COST SHARE %: STATE LOCAL

COOPERATIVE USE

HIGH PERFORMANCE

SCHOOL NUMBER GRADES 9-12 SRC

Asset Tag Number of PS (if applicable) Year PS Entered Service 1971

CURRENT FUNDING REQUEST: $2,074,000

TOTAL PRIOR STATE FUNDS: $0

EXPECTED FIVE-YEAR PROGRAM FUNDING REQUESTS									TOTAL:
FY2024	$1,536,000	FY2025	$0	FY2026	$0	FY2027	$0	FY2028	$0	$3,610,000

1. SITE: Acreage Date IAC Approved MHT Category # 1 Date of MHT Review In PFA Water Sewer

2. EXISTING FACILITY:

			RENOVATED		DEMOLISHED		TOTAL
	Gross SF	Date	Gross SF	Date	Gross SF	Date	Gross SF
ORIGINAL	189,626	1971	176,202	1989			189,626
ADDITION			6,879	1994			-
ADDITION			5,265	1995			-
ADDITION			1,280	2000			-
ADDITION							-
TOTAL	189,626		189,626		-		189,626

3. Indicate below the date the building component was last replaced with State Funds:

7/1/1995 (partial replacement)

4. Describe all preventive maintenance activities that have occurred to keep the system operational? (i.e., work orders, etc.)

There have been numerous attempts from internal LEA maintenance staff to patch and repair the most significant problem areas of the roof. Vendors have also been hired by the LEA to provide roof repairs and patching solutions to affected areas of the roof. The roof has been inspected bi-annually and minor repairs have been made at those times.

5. Detailed Scope: (What do you wish to accomplish with this project; Describe, with measurements)

A complete tear out and replacement of the 189,626 square foot roof down to the existing substrate, tack a type II base sheet per Factory Mutual ratings engineered for Kent County. Install two ply vapor barrier over the tack base sheet. Install base layer and tapered insulation all adhered with foam adhesive meeting State of Maryland, Factory Mutual and Energy Code compliance. R-value is a total of 30 throughout the entire school. Install 1/2 inch securerock insulation as the last phase of insulation. Install a two ply Modified Roof System with modified flashings throughout the entire roof. Once the two ply system is installed and inspected, a new rubberized cold applied flood coat and gravel will be installed throughout the entire school. All new metal components including metal fascia, coping cap, and metal wall panels are included in the project. The scope will also include roof accessories such as ladders and hatches, as well as parapet and scupper repair as needed. All internal drains will be replaced with new cast iron bowls and strainers throughout the building. Once complete, this roof system will be in service for over 30 years. The slope of 1/4 inch-per-foot will be achieved through sloped roofing insulation in locations where the existing roof structure does not provide adequate slope. The three most recent roof inspection reports are attached.

6. Alternative Solution: What else can be done to correct the problem:

No Alternative Solution exists that would alleviate these conditions. Continuing to patch the roof in an *ad hoc* manner is not an efficient use of school system resources and is unlikely to prevent leaks.

7. What Caused this Problem? (normal wear and tear, poor contractor performance, poor materials, improper maintenance)?

The primary cause of this problem is normal wear and tear. The majority of the roof is from the original construction in 1971. Areas of the roof that got a partial replacement were done in 1992 and 1995. Therefore, a portion of the roofing system is 25-30 years old, with the majority of it being 50 years old at this point in time.

Note: Data should be entered into the fields highlighted in gray. In addition, the formula fields in Section 11 - Total Estimated Project Budget can be overwritten.

8. What are the consequences if this project is not approved:
Check all that apply:

X
_____ 1. Failure of system is likely to cause shutdown of facility for purposes of delivering educational programs and services.

_____ 2. System is currently adversely affecting the delivery of educational programs & services.

_____ 3. System is currently causing serious threats to life, safety, or health of facility occupants.

_____ 4. System is currently causing violations of building or other official codes.

X
_____ 5. System is currently causing or will imminently cause damage to other building systems.

X
_____ 6. Replacement/installation will increase the remaining useful lifespan (RUL) of other building systems in the facility, thereby extending the RUL of the facility.

9. ENROLLMENT PROJECTIONS (Requested)	Year→	2019	2020	2021	2022	2023	2024	2025	2026	Difference
	SRC	Current Enrollment	FTE	FTE	FTE	FTE	FTE	FTE	FTE	SRC-FTE
Requested School:	1,070	559	580	575	568	549	540	548	550	520

10. EMERGENCY ELECTRICAL POWER:

Entering an X in the Electrical Upgrade/Replacement field on page 1 indicates that this project involves replacement of the electrical system or upgrade to the electrical capacity. Provide the Status of the Shelter Compliance Process:

11. BUDGET:		Total Estimated Project Budget	Estimated Local Funds	Estimated Net State Funding
Design	5%	$ 380,000	$ 190,000	$ 190,000
Building		$ 6,840,000	$ 3,420,000	$ 3,420,000
Site Development	-	$ -	$ -	$
Other (Furniture and Fixtures, etc.)	-	$ -	$ -	$
Construction Cost		**$ 7,220,000**	**$ 3,610,000**	**$ 3,610,000**
Contingency	5%	$ 361,000	$ 361,000	$ -
High Performance Costs (Administrative only)		$ -	$ -	$ -
Total		**$ 7,581,000**	**$ $3,971,000**	**$ 3,610,000**

12 SCHEDULE:					
Date A/E Hired:		Ed. Specs:		Estimated Bid: **Jan-22**	Actual Bid Date:
Schematic Design:		Design Development:		Estimated Construction: **Spr./Sum. 22**	Actual Construction:
Construction Document: **11/1/21**				Estimated Project Completion: **Fall 23**	Project Completion:

Revised 7/2021

Note: Data should be entered into the fields highlighted in gray.
The formula fields in Section 11 - Total Estimated Project

3

ROOF INSPECTION/SURVEY FORM

(FILL OUT FOR EACH ROOF LEVEL/SECTION OF BUILDING)

Click here to insert LEA name:

SCHOOL: KENT COUNTY HIGH SCHOOL
ADDRESS: 25301 LAMBS MEADOW Rd. WORTON, Md. 21678
LEVEL/SECTION: _____
LAST REPLACEMENT DATE: 1992
ROOF DECK MATERIAL: _____

ROOF TYPE: BUR ☒ EPDM ☐ SHINGLE ☐ METAL ☐ SLATE ☐ MODIFIED BIT ☐
OTHER ☐ _____

WATERTIGHTNESS: NO LEAKS ☐ LEAKS EVERY RAIN ☒
LEAKS ONLY OCCASIONALLY ☐
LEAKS ONLY DURING HIGH WINDS AND RAIN ☐

CONDITION OF ROOF (Indicate Condition from 1 Poor to 4 Excellent for each element)

Blisters	1	Ridges	1
Splits	1	Exposed Felts	1
Eroded Felts	1	Drains	1
Alligatoring	1	Gravel Stop	1
Debris / Vegetation	1	Punctures	1
Seam Separation	1	Ponding Water	1
Pitch Pans	1	Expansion Joint	1
Parapet Cap	1	Parapet Metal	1
Gutters	1	Downspout	1
Counter Flashing	1	Curbs	1

INSULATION: YES ☐ NO ☐ TYPE/CONDITION: POOR

ADDITIONAL INFORMATION: Item numbers are referenced to attached plan. If available, similarly number photographs.

OVERALL ROOF CONDITION 1 (1 Poor to 4 Excellent)

PHOTOGRAPHIC/VIDEO RECORD: YES ☐ NO ☒
Identify the area being shown, the item, and the date.

ROOF PLAN INCLUDED WITH ROOF LEVELS IDENTIFIED: YES ☐ NO ☒

COMMENT:
ROOF IS IN POOR CONDITION / LEAKS EVERY RAIN

INSPECTED BY: [signature] DATE: 8/19/2021

ROOF INSPECTION/SURVEY FORM

(FILL OUT FOR EACH ROOF LEVEL/SECTION OF BUILDING)

Click here to insert LEA name:

SCHOOL: KENT COUNTY HIGH SCHOOL

ADDRESS: 25301 LAMBS MEADOW Rd. WORTON, Md. 21678

LEVEL/SECTION: _____

LAST REPLACEMENT DATE: 1992

ROOF DECK MATERIAL: _____

ROOF TYPE: BUR ☒ EPDM ☐ SHINGLE ☐ METAL ☐ SLATE ☐ MODIFIED BIT ☐

OTHER ☐ _____

WATERTIGHTNESS:
NO LEAKS ☐ LEAKS EVERY RAIN ☒
LEAKS ONLY OCCASIONALLY ☐
LEAKS ONLY DURING HIGH WINDS AND RAIN ☐

CONDITION OF ROOF (Indicate Condition from 1 Poor to 4 Excellent for each element)

Blisters	1	Ridges	1
Splits	1	Exposed Felts	1
Eroded Felts	1	Drains	1
Alligatoring	1	Gravel Stop	1
Debris / Vegetation	1	Punctures	1
Seam Separation	1	Ponding Water	1
Pitch Pans	1	Expansion Joint	1
Parapet Cap	1	Parapet Metal	1
Gutters	1	Downspout	1
Counter Flashing	1	Curbs	1

INSULATION: YES ☐ NO ☐ TYPE/CONDITION: POOR

ADDITIONAL INFORMATION: Item numbers are referenced to attached plan. If available, similarly number photographs.

OVERALL ROOF CONDITION 1 (1 Poor to 4 Excellent)

PHOTOGRAPHIC/VIDEO RECORD: YES ☐ NO ☒
Identify the area being shown, the item, and the date.

ROOF PLAN INCLUDED WITH ROOF LEVELS IDENTIFIED: YES ☐ NO ☒

COMMENT: ROOF IS IN POOR CONDITION / LEAKS EVERY RAIN

INSPECTED BY: Jam BC DATE: 2/10/2021

ROOF INSPECTION/SURVEY FORM

(FILL OUT FOR EACH ROOF LEVEL/SECTION OF BUILDING)

Click here to insert LEA name;

SCHOOL: KENT COUNTY HIGH SCHOOL

ADDRESS: 25301 LAMBS MEADOW RD. WORTON, Md. 21678

LEVEL/SECTION: _____

LAST REPLACEMENT DATE: 1991

ROOF DECK MATERIAL: _____

ROOF TYPE: BUR ☒ EPDM ☐ SHINGLE ☐ METAL ☐ SLATE ☐ MODIFIED BIT ☐

OTHER ☐ _____

WATERTIGHTNESS: NO LEAKS ☐ LEAKS EVERY RAIN ☒

LEAKS ONLY OCCASIONALLY ☐

LEAKS ONLY DURING HIGH WINDS AND RAIN ☐

CONDITION OF ROOF (Indicate Condition from 1 Poor to 4 Excellent for each element)

Blisters	1	Ridges	1
Splits	1	Exposed Felts	1
Eroded Felts	1	Drains	1
Alligatoring	1	Gravel Stop	1
Debris / Vegetation	1	Punctures	1
Seam Separation	1	Ponding Water	1
Pitch Pans	1	Expansion Joint	1
Parapet Cap	1	Parapet Metal	1
Gutters	1	Downspout	1
Counter Flashing	1	Curbs	1

INSULATION: YES ☐ NO ☒ TYPE/CONDITION: POOR

ADDITIONAL INFORMATION: Item numbers are referenced to attached plan. If available, similarly number photographs.

OVERALL ROOF CONDITION 1 (1 Poor to 4 Excellent)

PHOTOGRAPHIC/VIDEO RECORD: YES ☐ NO ☒

Identify the area being shown, the item, and the date.

ROOF PLAN INCLUDED WITH ROOF LEVELS IDENTIFIED: YES ☐ NO ☒

COMMENT:

ROOF HAS SEVERAL LEAKS IN VARIOUS LOCATIONS AROUND THE BUILDING. HAVE USED DIFFERENT MATERIALS TO FIX LEAKS.

INSPECTED BY: Jamie Bell DATE: 8/10/2020

Kent County Public Schools

Kent County High School - Roof Replacement Construction Draw Schedule

Calendar Months 2022:

July - 2022
Roof Replacement- $1,152.500.00
Additional Materials – $700,000.00
Retainage – $185,250.00

Total for Month - $1,667,250.00

August - 2022
Roof Replacement- $919,166.68
Retainage – $91,916.66

Total for Month - $827,250.02

September - 2022
Roof Replacement- $919,166.68
Retainage – $91,916.66

Total for Month - $827,250.02

October - 2022
Roof Replacement- $919,166.68
Retainage – $91,916.66

Total for Month - $827,250.02

Total Draw for 2022: $4,149,000.06

Calendar Months 2023:

July - 2023
Roof Replacement- $652,499.99
Retainage – $65,249.99

Total for Month - $ 587,250.00

August - 2022
Roof Replacement- $652,499.99
Retainage – $65,249.99

Total for Month - $ 587,250.00

September - 2022
Roof Replacement- $652,499.99
Retainage – $65,249.99

Total for Month - $ 587,250.00

October - 2022
Roof Replacement- $652,499.99
Retainage – $65,249.99

Total for Month - $ 587,250.00

Total Draw for 2023 (including total retainage for 2022 & 2023): $3,070,999.94

ROOF PLAN

ARCH. REF.: SCALE: 1" = 40'-0"

WIND PRESSURE ZONE DESIGNATION

ZONE TYPE
ZONE 1
ZONE 2
ZONE 3

NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, CONDITIONS, AND QUANTITIES.

SYMBOL LEGEND

- MECH UNIT CURB
- ROOF HATCH
- SKYLIGHT
- ROOF DRAIN
- EXHAUST FAN
- HEAT STACK
- PLUMBING STACK
- ROOF PENETRATION
- AIR INTAKE
- AREA DIVIDER
- EXPANSION JOINT
- WALKWAY PADS
- ROOF AREA NOT IN SCOPE

KENT COUNTY HIGH SCHOOL ROOFING PROJECT
25301 LAMBS MEADOW ROAD, WORTON MD 21678

GAR AND REP: TODD HOLTZMER | PROJECT NO: 30-ES-XXXXX | DATE: 09.12.2021 | DWG BY: SW | CHK BY:

REVISION:

GARLAND / DBS INC.
3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2187
PHONE (800) 321-9336 / FAX (216) 641-0633

DBS

SHEET: 3 OF 8

SECTION II: ADDITIONAL INFORMATION

IAC/PSCP Form 102.3 - Future Project Requests
IAC/PSCP Form 102.4 - Summary of Current Requests
IAC/PSCP Form 102.5 - Status of Previously Approved Projects
IAC/PSCP Form 102.6 - Status of State-Owned Relocatables
IAC/PSCP Form 102.7 - Annual Self-Ceritfication of State-Funded Window Air-Conditoning Units

FUTURE PROJECT REQUEST - (Optional Form)

LEA: **Kent**

DATE: **October 4, 2021** FISCAL YEAR: **2023**

PSC NO.:	

PROJECT TYPE: NEW ____ ADDITION x RENOVATION x REPLACEMENT x

SYSTEMIC RENOVATIONS: ____ STATE-OWNED RELOCATABLES: ____

SCHOOL NAME: Kent County Middle School

SCHOOL ADDRESS: 400 Campus Avenue, Chestertown, MD 21620

DESCRIPTION:

The project will consist of renovation, renovation with addition, or replacement of the existing Kent County Middle School. The scope of work will be determined through development of an educational specification to be completed in the spring of 2022 and a feasibility study in early FY 2023. Options to consider will include Limited Renovation, full renovation, additions for programmatic and capacity purposes, and replacement on the existing campus or at a new location.

PROPOSED RATED CAPACITY:	678	GRADES:	6th-8th
REQUEST APPROVAL FOR PLANNING FY:	2024	FUNDING FY:	2025-2026
ESTIMATED COST TO STATE:	TBD	LOCAL	TBD

PROJECT JUSTIFICATION:

The Six-Year Facilities Strategic Plan approved by the Board of Education in February 2018 identified a significant number of educational and building system deficiencies at Kent County Middle School. Replacement of the roof cannot be deferred for any significant length of time because of its deteriorated condition, which appears to be aggravated by underlying structural movement that must be corrected. The building is not ADA compliant, lacking among other deficiencies an elevator to the second floor and accessible restrooms. Educational deficiencies include the absence of natural light in the Media Center and eight classrooms, the inappropriate location of certain programmatic spaces in relation to core facilities, and a deficiency in the number of spaces for special education and the educational programs specific to the middle school curriculum.

The educational specification will define the middle school program that is appropriate for Kent County, and the feasability study that will follow will outline a full range of options, including analysis of the educational, community, and financial implications of each option. Decisions on scope will be based on educational appropriateness, project and life-cycle costs, and community preferences.

FUTURE PROJECT REQUEST - (Optional Form)

LEA: **Kent**

DATE: **October 4, 2021** FISCAL YEAR: **2023**

PSC NO.:		

PROJECT TYPE: NEW _____ ADDITION _____ RENOVATION x REPLACEMENT _____

SYSTEMIC RENOVATIONS: _____ STATE-OWNED RELOCATABLES: _____

SCHOOL NAME: Kent County High School

SCHOOL ADDRESS: 25301 Lambs Meadow Road, Worton, MD 21678

DESCRIPTION:

The project will consist of targeted renovations of specific instructional areas in order to improve the delivery of the educational program and instructional efficiency. The scope of the renovations will be determined through a feasibility study to be undertaken in FY 2025.

PROPOSED RATED CAPACITY:	1161	GRADES:	9-12
REQUEST APPROVAL FOR PLANNING FY:	2027	2028	2028
ESTIMATED COST TO STATE:	TBD	LOCAL	TBD

PROJECT JUSTIFICATION:

A hybrid renovation project carried out at the school in 2005 and 2006 replaced a number of building systems and renovated certain instructional and core areas. However, several of the instructional programs are poorly located in relation to other departmental offerings and/or are in spaces that are not appropriately designed to support the educational program. Examples include the Weight Room, which is located in a former CTE shop areas distant from other Physical Education facilities, and the Culinary Arts classroom, which is not located with other CTE programs in the wing dedicated to this purpose. The project will correct these location problems at the same time that it improves the instructional spaces that are identified through the educational specification and the feasibility study process. The project will also correct defiencies in the building systems, within the limits of the budget.

SUMMARY OF CURRENT PLANNING AND FUNDING REQUESTS

LEA: **Kent** FISCAL YEAR: **2023** DATE: **October 4, 2021**

PRIORITY #	PROJECT TITLE	TOTAL EST. COST	NON-PSCP/IAC FUNDS	TOTAL STATE FUNDS	PRIOR PSCP/IAC FUNDS	CURRENT REQUESTS ($ OR LP)	Expected Project Requests (enter fiscal year below)									
						FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028					
1	Kent County High Roof Replacement	$7,581,000	$3,971,000	$3,610,000	$0	$2,074,000	$1,536,000									
	Future Projects:															
	Kent County Middle School Project	TBD	TBD	TBD			LP	TBD	TBD							
	Kent County High Targeted Renovation	TBD	TBD	TBD						LP	TBD					
	TOTAL (Last page only)	**$7,581,000**	**$3,971,000**	**$3,610,000**	**$0**	**$2,074,000**	**$1,536,000**	**$0**	**$0**	**$0**	**$0**					

STATUS OF PREVIOUSLY APPROVED PROJECTS

LEA: **Kent** FISCAL YEAR: **2023**

DATE: **October 4, 2021**

PROJECT TITLE and PSC NO.[1] (Chronological Order by Fiscal Year)	MONTH AND YEAR (00/00) OF STATE APPROVAL					Percent Construction Completed	Date Occupied
	IAC	SD	DD	CD	CONTRACT AWARD		
Rock Hall Elementary Roof Replacement (PSC 14.004.16/20SR)	12/31/18			2/22/19	9/12/19	100%	9/3/19
Rock Hall Elementary Targeted Renovations (PSC 14.004.20SR)	12/31/18	11/28/18	10/10/19	10/10/19	3/12/20	100%	9/24/20
Galena Elementary Targeted Renovations (PSC14.002.21SR)	6/13/19	1/14/20	2/13/20	2/13/20	8/20/20	90%	9/7/21
Kent County High School Stadium Drainage Repairs (PSC 14.007.22ASP)	7/9/21				7/10/21*	100%	8/1/21

*Date shown is when contractor was hired by Board of Education due to contracts being less than $25,000.

[1] **ALL** PROJECTS INCLUDING SYSTEMIC RENOVATION, AGING SCHOOL, SCHOOL SAFETY, HEALTHY SCHOOLS FACILITY FUND AND QZAB.

STATUS OF STATE-OWNED RELOCATABLES

LEA: **Kent** FISCAL YEAR: **2023** DATE: **October 4, 2021**

SCHOOL	BUILDING NUMBER	MFR/ NO. CLRM(S)	CURRENT USE	DATE SITED	ACTION REQUESTED	JUSTIFICATION
KCPS has no State-Owned Relocatables.						

[1] The following actions may be requested: Retain in the same location, Move within school system, Revert to State (indicate date available).
The completed form should be included with the Capital Improvement Program submittal.

Annual Self-Certification of State-Funded Window Air-Conditioning Units

As a condition to receiving State funds to purchase window air-conditioning units (and associated electrical upgrades, installation, and security) for schools where more than half of classrooms are not temperature-controlled, a Local Education Agency (LEA) must comply with the Code of Maryland Regulation (COMAR) 23.03.02.11I(2). This regulation requires the LEA to complete an annual self-certification that window air-conditioning units purchased and installed with State funds since October 1, 2016 are operable and have been maintained.

Kent County Public Schools (LEA) has received State funds to purchase and inst: 0 - (#) window air-conditioning units.

0- (#) window air-conditioning units are operable as of 10/4/21 (Date).

0- (#) window air-conditioning units have been maintained (in accordance with manufacturer's recommendations) between October 1, 2016 10/4/21 (Date) -.

School Name	PSC #	Fiscal Year Funded	Number of Units	Month/Year Installed	Number Operable	Number Maintained

KENT COUNTY HIGH SCHOOL
ROOF REPLACEMENT
FY 2022-FY2024 FUNDING SCHEDULE
October 20, 2021

Duration:	July. 2022	Oct. 2023
	16	mos
	6.3%	/mo

FUNDING SCHEDULE	Total					FY 22		FY 23			FY 24		
	Total	% of	State	Local				12	mos		4	mos	
		Constrctn			State	Local		State	Local		State	Local	
Construction (Includes Garland 2.5% C	$ 7,220,000		$ 3,610,000	$ 3,610,000				$ 2,707,500	$ 2,707,500	July 1, 2022	$ 902,500	$ 902,500	
Additional KCPS Contingency (5%)	$ 319,100			$ 319,100					$ 239,325			$ 79,775	
A/E Fee	$ 18,000	0.2%		$ 18,000		$ 18,000							
PM	$ 216,600	3.0%	$ -	$ 216,600		$ 38,000			$ 133,950			$ 44,650	
EdFacPlanningLLC	$ 20,000	0.3%	$ -	$ 20,000		$ 5,000			$ 11,250			$ 3,750	
Misc. Other (does not include FF&E)	$ 72,200	1.0%	$ -	$ 72,200					$ 54,150			$ 18,050	
TOTAL	$ 7,865,900	4.5%	$ 3,610,000	$ 4,255,900		$ 61,000		$ 2,707,500	$ 3,146,175		$ 902,500	$ 1,048,725	

NOTES: Level expenditure/month used for this calculation; actual expenditures/month will vary according to progress of the work.
Assumes State and local funds are expended concurrently. State funds could be expended first, followed by local funds.

FISCAL YEAR BREAKDOWN OF COSTS:											
1	July					$ 225,630	$ 262,180		$ 225,600	$ 262,180	
2	August					$ 225,630	$ 262,180		$ 225,600	$ 262,180	
3	September					$ 225,630	$ 262,180		$ 225,600	$ 262,180	
4	October					$ 225,630	$ 262,180		$ 225,600	$ 262,180	
5	November					$ 225,630	$ 262,180				
6	December					$ 225,630	$ 262,180				
7	January					$ 225,630	$ 262,180				
8	February					$ 225,630	$ 262,180				
9	March					$ 225,630	$ 262,180				
10	April				$ 20,333	$ 225,630	$ 262,180				
11	May				$ 20,333	$ 225,630	$ 262,180				
12	June				$ 20,334	$ 225,530	$ 262,180				
TOTAL					$ 61,000	$ 2,707,500	$ 3,146,200		$ 902,400	$ 1,048,700	

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

December 14, 2021

Robert Gorrell
Executive Director
Interagency Commission on School Construction
200 West Baltimore St.
Baltimore, MD 21201

Re: Kent County Public Schools FY2023 Capital Improvement Program:
Request for Funding for Kent County High School Roof Replacement Project

Dear Mr. Gorrell:

The County Commissioners fully support the roof replacement project requested by the Kent County Board of Education for funding in FY2023 Capital Improvement Program. This project at Kent County High School will substantially extend the useful life of the facility, the County's only high school.

Pending notification from the Interagency Commission on School Construction (IAC) of approval of the funding request, the County Commissioners are prepared to provide local funding to match the State contribution. We acknowledge that any cost overruns on the project will be at County expense. With the approval by the IAC of the current request, Kent County and Kent County Public Schools will continue to demonstrate its ongoing commitment to stewardship of their public-school facilities.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason
P. Thomas Mason, President

Ronnie Fithian
Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

cc: Joe Goetz, President, Board of Education
Dr. Karen Couch, Superintendent of Schools

Joseph F. Wheeler, III, Supervisor of Operations, Kent County Public Schools
12/14/2021
County Commissioners Meeting

Item Summary:
School Bus Monitoring Cameras

ATTACHMENTS:

Description

KCPS, Public Safety, School Bus Monitoring Cameras
MD Transportation Code 21-706
MD Transportation Code 21-706.1
Cecil County
Montgomery County
PG County

MEMO

To: Kent County Commissioners

From: Joseph Wheeler, Kent County Public Schools Supervisor of Operations

Date: 12/06/21

Subject: Public Safety – School Bus Monitoring Cameras

Purpose. I am requesting that the County Commissioners pass an Ordinance that will authorize the use of school bus monitoring cameras in accordance with § 21-706.1 of the Transportation Article of the State Code to fine violators up to $250 per violation.

Background. Section 21-706.1 requires that vehicles approaching a school vehicle that is stopped in the roadway and is operating alternating flashing red lights must stop at least 20 feet from the school vehicle and cannot proceed until the school vehicle resumes motion or deactivates the flashing lights. Section 21-706.1 of the Transportation Article of the State Code provides that school bus monitoring cameras may be used in a local jurisdiction to establish violations of § 21-706 only if the use is authorized by the governing body by enactment of local law after reasonable notice and a public hearing. "School bus monitoring cameras" are defined in § 21-706.1 as cameras placed on school buses that are designed to capture images of drivers of motor vehicles violating § 21-706.1

Section 21-706.1includes requirements for recorded images; required elements of and procedure for issuance of citations based on images from school bus monitoring cameras; the civil penalty applicable to citations based on images from school bus monitoring cameras; the applicable defenses to a citation based on images from school bus monitoring cameras; a provision that failure to pay the penalty or contest the violation may result in the suspension or nonrenewal of the motor vehicle's registration; and that a violation is not a moving violation and cannot be considered in provision of motor vehicle insurance coverage.

The Sheriff of Kent County is authorized to use school bus monitoring cameras in consultation with the Board of Education of Kent County, in accordance with §21- 706.1 of the Transportation Article of the Annotated Code of Maryland, as amended from time to time.

Document: Md. TRANSPORTATION Code Ann. § 21-706

Md. TRANSPORTATION Code Ann. § 21-706

Copy Citation

Statutes current through all legislation of the 2021 Regular Session of the General Assembly.

MD - Annotated Code of Maryland TRANSPORTATION TITLE 21. VEHICLE LAWS -- RULES OF THE ROAD SUBTITLE 7. SPECIAL STOPS REQUIRED

§ 21-706. Overtaking and passing school vehicle

(a) Driver to stop on meeting or overtaking stopped school vehicle -- In general. -- If a school vehicle has stopped on a roadway and is operating the alternately flashing red lights specified in § 22-228 of this article, the driver of any other vehicle meeting or overtaking the school vehicle shall stop at least 20 feet from the rear of the school vehicle, if approaching the school vehicle from its rear, or at least 20 feet from the front of the school vehicle, if approaching the school vehicle from its front.

(b) Driver to stop on meeting or overtaking stopped school vehicle -- When vehicles may proceed. -- If a school vehicle has stopped on a roadway and is operating the alternately flashing red lights specified in § 22-228 of this article, the driver of any other vehicle meeting or overtaking the school vehicle may not proceed until the school vehicle resumes motion or the alternately flashing red lights are deactivated.

(c) Exceptions. -- This section does not apply to the driver of a vehicle on a divided highway, if the school vehicle is on a different roadway.

(d) Penalty for violation of section. -- A person convicted of a violation of this section is subject to a fine not exceeding $ 1,000.

History

An. Code 1957, art. 66 1/2, § 11-706; 1977, ch. 14, § 2; 1982, ch. 26; 1986, ch. 472, § 1; ch. 474; 1988, ch. 199; 1995, ch. 496; 1998, ch. 360; 1999, ch. 524; 2000, ch. 332, § 1; 2004, ch. 111; 2011,

Document: Md. TRANSPORTATION Code Ann. § 21-706.1

Md. TRANSPORTATION Code Ann. § 21-706.1

Copy Citation

Statutes current through all legislation of the 2021 Regular Session of the General Assembly.

MD - Annotated Code of Maryland TRANSPORTATION TITLE 21. VEHICLE LAWS -- RULES OF THE ROAD SUBTITLE 7. SPECIAL STOPS REQUIRED

§ 21-706.1. Violation of § 21-706

(a) Definitions. --

(1) In this section the following words have the meanings indicated.

(2) "Law enforcement agency" means a law enforcement agency of a local political subdivision that is authorized to issue a citation for a violation of the Maryland Vehicle Law or of local traffic laws or regulations.

(3)

(i) "Owner" means the registered owner of a motor vehicle or a lessee of a motor vehicle under a lease of 6 months or more.

(ii) "Owner" does not include:

1. A motor vehicle leasing company; or

2. A holder of a special registration plate issued under Title 13, Subtitle 9, Part III of this article.

(4) "Recorded image" means images recorded by a school bus monitoring camera:

(i) On:

1. Two or more photographs;

2. Two or more microphotographs;

3. Two or more electronic images;

4. Videotape; or

5. Any other medium; and

(ii) Showing a motor vehicle and, on at least one image or portion of tape, clearly identifying the registration plate number of the motor vehicle.

(5) "School bus monitoring camera" means a camera placed on a school bus that is designed to capture

a recorded image of a driver of a motor vehicle committing a violation.

(6) "Violation" means a violation of § **21-706** of this subtitle.

(b) Report by school bus operator. --

(1)

(i) If a school bus operator witnesses a violation, the operator may promptly report the violation to a law enforcement agency exercising jurisdiction where the violation occurred.

(ii) The report, to the extent possible, shall include:

1. Information pertaining to the identity of the alleged violator;

2. The license number and color of the vehicle involved in the violation;

3. The time and location at which the violation occurred; and

4. An identification of the vehicle as an automobile, station wagon, truck, bus, motorcycle, or other type of vehicle.

(2) If the identity of the operator of the vehicle at the time the violation occurred cannot be established, the law enforcement agency shall issue to the registered owner of the vehicle, a warning stating:

(i) That a report of a violation was made to the law enforcement agency and that the report described the owner's vehicle as the vehicle involved in the violation;

(ii) That there is insufficient evidence for the issuance of a citation;

(iii) That the warning does not constitute a finding that the owner is guilty of the violation; and

(iv) The requirements of § **21-706** of this subtitle.

(c) Use of school bus monitoring camera. --

(1) A school bus monitoring camera may not be used in a local jurisdiction under this section unless its use is authorized by the governing body of the local jurisdiction by local law enacted after reasonable notice and a public hearing.

(2) If authorized by the governing body of the local jurisdiction, a law enforcement agency, in consultation with the county board of education, may place school bus monitoring cameras on school buses in the county.

(d) Requirements for recorded image by school bus monitoring camera. -- A recorded image by a school bus monitoring camera under this section indicating that the driver of a motor vehicle has committed a violation shall include:

(1) An image of the motor vehicle;

(2) An image of at least one of the motor vehicle's registration plates;

(3) The time and date of the violation; and

(4) To the extent possible, the location of the violation.

(e) Civil penalty. --

(1) Unless the driver of the motor vehicle received a citation from a police officer at the time of the violation, the owner or, in accordance with subsection (h)(5) of this section, the driver of a motor vehicle is subject to a civil penalty if the motor vehicle is recorded by a school bus monitoring camera during the commission of a violation.

(2) A civil penalty under this subsection may not exceed $ 500.

(3) For purposes of this section, the District Court shall prescribe:

(i) A uniform citation form consistent with subsection (f)(1) of this section and § 7-302 of the Courts Article; and

(ii) A civil penalty, which shall be indicated on the citation, to be paid by persons who choose to prepay the civil penalty without appearing in District Court.

(f) Citation. --

(1) Subject to the provisions of paragraphs (2) through (5) of this subsection, a law enforcement agency shall mail to the owner liable under subsection (e) of this section a citation that shall include:

(i) The name and address of the registered owner of the vehicle;

(ii) The registration number of the motor vehicle involved in the violation;

(iii) The violation charged;

(iv) To the extent possible, the location of the violation;

(v) The date and time of the violation;

(vi) A copy of the recorded image;

(vii) The amount of the civil penalty imposed and the date by which the civil penalty must be paid;

(viii) A signed statement by a technician employed by the law enforcement agency that, based on inspection of recorded images, the motor vehicle was being operated during the commission of a violation;

(ix) A statement that recorded images are evidence of a violation; and

(x) Information advising the person alleged to be liable under this section:

1. Of the manner and time in which liability as alleged in the citation may be contested in the District Court; and

2. That failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability and may result in refusal or suspension of the motor vehicle registration.

(2) The law enforcement agency may mail a warning notice in place of a citation to the owner liable under subsection (e) of this section.

(3) (i) Before mailing a citation to a motor vehicle rental company liable under subsection (e) of this section, a law enforcement agency shall mail a notice to the motor vehicle rental company stating that a citation will be mailed to the motor vehicle rental company unless, within 45 days of receiving the notice, the motor vehicle rental company provides the law enforcement agency with:

1. A statement made under oath that states the name and last known mailing address of the individual driving or renting the motor vehicle when the violation occurred;

2. A. A statement made under oath that states that the motor vehicle rental company is unable to determine who was driving or renting the vehicle at the time the violation occurred because the motor vehicle was stolen at the time of the violation; and

B. A copy of the police report associated with the motor vehicle theft claimed under item A of this item; or

3. Payment for the penalty associated with the violation.

(ii) A law enforcement agency may not mail a citation to a motor vehicle rental company liable under subsection (e) of this section if the motor vehicle rental company complies with subparagraph (i) of this paragraph.

(4) Except as provided in paragraph (3) of this subsection and subsection (h)(5) of this section, a citation issued under this section shall be mailed no later than 2 weeks after the alleged violation.

(5) A person who receives a citation under paragraph (1) of this subsection may:

(i) Pay the civil penalty, in accordance with instructions on the citation, directly to the county; or

(ii) Elect to stand trial for the alleged violation.

(g) Use of certificate of violation based on inspection of recorded images produced by a school bus monitoring camera. --

(1) A certificate alleging that a violation occurred, sworn to or affirmed by a duly authorized agent of a law enforcement agency, based on inspection of recorded images produced by a school bus monitoring camera shall be evidence of the facts contained in the certificate and shall be admissible in any proceeding concerning the alleged violation.

(2) Adjudication of liability shall be based on a preponderance of evidence.

(h) Defenses. --

(1) The District Court may consider in defense of a violation:

(i) Subject to paragraph (2) of this subsection, that the motor vehicle or registration plates of the motor vehicle were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation;

(ii) Subject to paragraph (3) of this subsection, evidence that the person named in the citation was not operating the vehicle at the time of the violation; and

(iii) Any other issues and evidence that the District Court deems pertinent.

(2) In order to demonstrate that the motor vehicle or the registration plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner must submit proof that a police report about the stolen motor vehicle or registration plates was filed in a timely manner.

(3) To satisfy the evidentiary burden under paragraph (1)(ii) of this subsection, the person named in the citation shall provide to the District Court evidence to the satisfaction of the District Court of who was operating the vehicle at the time of the violation, including, at a minimum, the operator's name and current address.

(4)

(i) The provisions of this paragraph apply only to a citation that involves a Class E (truck) vehicle with a registered gross weight of 26,001 pounds or more, Class F (tractor) vehicle, Class G (trailer) vehicle operated in combination with a Class F (tractor) vehicle, or Class P (passenger bus) vehicle.

(ii) To satisfy the evidentiary burden under paragraph (1)(ii) of this subsection, the person named in a citation described under subparagraph (i) of this paragraph may provide to the District Court a letter, sworn to or affirmed by the person and mailed by certified mail, return receipt requested, that:

1. States that the person named in the citation was not operating the vehicle at the time of the violation;

and

2. Provides the name, address, and driver's license identification number of the person who was operating the vehicle at the time of the violation.

(5)

(i) If the District Court finds that the person named in the citation was not operating the vehicle at the time of the violation or receives evidence under paragraph (4)(ii)2 of this subsection identifying the person driving the vehicle at the time of the violation, the clerk of the court shall provide to the law enforcement agency issuing the citation a copy of any evidence substantiating who was operating the vehicle at the time of the violation.

(ii) On the receipt of substantiating evidence from the District Court under subparagraph (i) of this paragraph, the law enforcement agency may issue a citation as provided in subsection (f) of this section to the person that the evidence indicates was operating the vehicle at the time of the violation.

(iii) A citation issued under subparagraph (ii) of this paragraph shall be mailed no later than 2 weeks after receipt of the evidence from the District Court.

(i) Sanctions for failure to pay penalty or contest violation. -- If the civil penalty is not paid and the violation is not contested, the Administration may refuse to register or reregister or may suspend the registration of the motor vehicle.

(j) Violations. -- A violation for which a civil penalty is imposed under this section:

(1) Is not a moving violation for the purpose of assessing points under § 16-402 of this article and may not be recorded by the Administration on the driving record of the owner or driver of the vehicle;

(2) May be treated as a parking violation for purposes of § 26-305 of this article; and

(3) May not be considered in the provision of motor vehicle insurance coverage.

(k) Adoption of procedures. -- In consultation with law enforcement agencies, the Chief Judge of the District Court shall adopt procedures for the issuance of citations, trials for violations, and the collection of civil penalties imposed under this section.

History

1988, ch. 199; 2011, ch. 273; 2012, ch. 124; 2017, chs. 683, 744; 2019, ch. 429; 2020, ch. 628, § 1.

Annotated Code of Maryland

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WHEREAS, Maryland law prohibits a vehicle from overtaking or passing a stopped school bus that is operating its alternately flashing red lights (Md. Code Ann., Transp. §21-706);

WHEREAS, Maryland law authorizes the governing body of a local jurisdiction to enact local laws to permit local law enforcement agencies to collaborate with county boards of education to install and operate school bus monitoring cameras on school buses to record images of vehicles overtaking or passing stopped school buses and to impose civil penalties up to $500 on vehicle owners for violating Md. Code Ann., Transp. §§ 21-706 and 21-706.1;

WHEREAS, Cecil County, in accordance with §21-706.1 of the Transportation Article of the Annotated Code of Maryland, authorizes the use school bus monitoring cameras.

eLaws | eCases | Unannotated Code of Maryland and Rules | Maryland Courts | Counties & Cities of Maryland | Code of Federal

elaws.us

Sign In Sign Up

§ 31-9B. School Bus Safety Cameras Authorized.

Latest version.

(a) Definitions. As used in this Section:

Board means the County Board of Education.

Chief means the County Police Chief.

Violation means a violation of Transportation Article § 21-706.

School bus means a bus operated by the Board to transport students.

School bus safety camera means a camera placed on a school bus that is designed to capture a recorded image of a driver of a motor vehicle committing a violation authorized by Transportation Article § 21-706.1.

(b) The Chief, after consulting with the Board, may install, operate, and maintain school bus safety cameras on school busses as permitted by Transportation Article § 21-706.1.

(c) A person who commits a violation recorded by a school bus safety camera is subject to a civil penalty authorized by Transportation Article § 21-706.1.

(d) The Executive, by Method 2 regulation, must establish the amount of the civil penalty up to a maximum of $250.

(e) The County must use any fines collected by the County for a violation recorded by a school bus safety camera:

(1) to recover the costs of installing, operating, and maintaining school bus safety cameras; and

(2) for public safety purposes, including pedestrian safety programs. (, § 1.)

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WHEREAS, Maryland law prohibits a vehicle from overtaking or passing a stopped school bus that is operating its alternately flashing red lights (Md. Code Ann., Transp. §21-706);

WHEREAS, Maryland law authorizes the governing body of a local jurisdiction to enact local laws to permit local law enforcement agencies to collaborate with county boards of education to install school bus monitoring cameras on school buses to record images of vehicles overtaking or passing stopped school buses and to impose civil penalties up to $500.00 on vehicle owners for violating Md. Code Ann., Transp. §§ 21-706 and 21-706.1;

WHEREAS, the Code of Ordinances Prince George's County Maryland ("County Code") Subtitle 26 Division 7 Section 26-120.1, authorizes the installation and utilization of school bus monitoring cameras to regulate traffic in Prince George's County;

Jo Manning, Town Administrator, Town of Millington
12/14/2021
County Commissioners Meeting

Item Summary:
Letter of Intent Discussion for 172 Sassafras Street, Millington

ATTACHMENTS:
Description

John Queen
12/14/2021
County Commissioners Meeting

Item Summary:
Housing Concerns

ATTACHMENTS:
Description

Roads Division
12/14/2021
County Commissioners Meeting

Item Summary:
FY2022 Asphalt Distributor Truck Funding Reallocation

ATTACHMENTS:

Description

12.14.21 Contract, By and Between the County Commissioners of Kent County and Valley Supply & Equipment, 2022 Leeboy L600 Tack Distributor, Roads Division, with Sourcewell Contract #052417-VTL Pricing

Asphalt Distributor w/ 600 Gallon Tack Tank Quote

12.14.21 Contract, By and Between the County Commissioners of Kent County and Beltway International LLC, 2023 International Dump Truck, Roads Division, with Maryland SHA MDOT Contract No. 001B1600501

Beltway New Dump Truck Quote

CONTRACT

THIS CONTRACT, made this 14th day of December 2021, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Valley Supply & Equipment, hereinafter referred to as the CONTRACTOR;

WITNESSETH, That for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary to furnish 2022 Leeboy L600T Tack Distributor with equipment to the Kent County Roads Division, in accordance with the Sourcewell Contract #052417-VTL Pricing.

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County , and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million ($2,000,000.00) Dollars.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed. Contract prices shall be effective through December 31, 2022. This contract shall not have a renewal option.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein Twenty Thousand Nine Hundred Seventy Eight dollars ($20,978) in conformity with the purchase order.

6. The contract documents include the following:
   a. Sourcewell Contract # 052417-VTL
   b. Valley Supply & Equipment Quote Dated 11/9/21

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lies in State or federal

located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

Lacey I. Cox 12/14/21

_____

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason 12/14/21
President of the Kent County Commissioners

VALLEY SUPPLY & EQUIPMENT

By: _____

_____
Title

_____
Employer Identification Number

Vickie Quinn

From: Brandon Klein <bklein@valleysupplyequipment.com>
Sent: Friday, November 19, 2021 12:07 PM
To: Vickie Quinn
Subject: Re: Quote

ATTENTION!
This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.
KCIT Helpdesk

Hello Vickie,
I quoted unit under the Sourcewell Contract, there are no State Contracts available for Leeboy products. Kent County is an existing member of Sourcewell, let me know if you need any additional information about the Sourcewell contract.

Sourcewell

Cooperative Purchasi

Kent County
400 High St
Chestertown, MD 216

Thanks,
BK

Hello Vickie,
I quoted unit under the Sourcewell Contract, there are no State Contracts available for Leeboy products. Kent County is an existing member of Sourcewell, let me know if you need any additional information about the Sourcewell contract.

Sourcewell

Cooperative Purchasing Services & Programs News

Kent County
400 High St
Chestertown, MD 21620-1387

ID# 26260

Thank you,
Brandon Klein
Dealer Principal
Valley Supply and Equipment
443-506-5408 cell

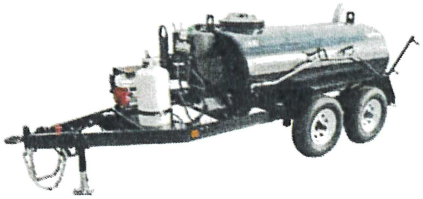
QUOTE

VALLEY SUPPLY & EQUIPMENT Co Inc. — SALES • PARTS • SERVICE • RENTALS — ESTABLISHED 1982

1109 Middle River Road
Baltimore, MD 21220

DATE: DECEMBER 9, 2021

Kent County, MD Roads Division
709 Morgnec Road STE 103
Chestertown, MD 21620



Sourcewell Awarded Contract

LeeBoy, Inc.
Asphalt & Paving Equipment
WO#417-VTL
Maturity Date 10/02/2022

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	CONTRACT
Brandon Klein		VSE	F.O.B. - Destination	Jan/Feb 2022	T.B.D.	Sourcewell

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	L600T	New 2022 Leeboy L600T Tack Distributor	List Price	$ 23,308.89
		Unit Equipped as Follows:		
		600 Gallon Capacity		
		4.8 HP Honda Gas Engine		
		6' Hand Wand w/ 40' Hose Reel		
		(1) 300,000 BTU Propane Heater		
		Trailer Mounted w/ Electric Brakes		
		7 Gallon Flush Tank w/ suck back valve		
		8' Foldable Spaybar		
	Discount	Sourcewell Discount (10%)		< $ 2,330.89>

Leeboy Standard Warranty - 2 Years

Sourcewell Contract: #052417-VTL Maturity Date 10/2/2022

SOUREWELL CONTRACT TOTAL	$ 20,978.00
APPLICABLE TAXES	Not Applicable
DOC FEES	Not Applicable
AMOUNT TOTAL	$ 20,978.00

This is a quotation on the goods named, subject to the conditions on the back
To accept this quotation, sign here and return: _____

CONDITIONS

No oral agreement, promise, condition, representation or warranty regarding this purchase hereunder, shall be binding, or valid unless in writing, approved by a corporate officer, and signed by the parties.

In no event shall the seller or lessor be liable to the purchaser or lessee for any down time, loss of production, delays or damages or losses of any kind (whether direct, indirect or consequential) resulting from any inefficiency, faulty engineering or inadequate or improper service of the equipment in service will be at the customer's expense.

Our servicemen will supervise the unloading, checking, adjusting and lubrication of the machine and will instruct your personnel regarding operation, preventive maintenance and lubrication of the machine. All labor and expenses required to unload and place this equipment in service will be at the customer's expense.

Arrangements will be made in advance regarding time of service, inspection and Buyer will have machine available for such inspection at the appointed time.

When machines are not available for service at the time for which arrangements have been made, waiting time, overtime and overtime travel time resulting from any such delay will be charged at our existing service rates.

All service during the warranty period will be performed during the hours of the normal work week (7:30 AM to 4:00 PM, Monday thru Friday). When hours beyond the normal workweek are required, a charge will be made at the regular overtime rate.

Any service or parts required which is the result of misuse, improper handling, inadequate maintenance or any cause not covered by the Warranty will be charged for the existing price.

All parts used for Warranty repair will be invoiced to the customer in the regular manner at the regular prevailing prices. Upon return of the parts replaced and inspection of the parts and replacement approval by the manufacturer according to the terms of the Warranty, credit will be issued to the customer based on the credit received by us from the manufacturer.

Terms of sales, unless otherwise stated on the reverse side, are NET 30 DAYS, with a SERVICE CHARGE OF 2% PER MONTH ON THE PAST DUE INVOICES. Customer is responsible for all applicable and local sales tax.

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 052417-VTL

Proposer's full legal name: VT LeeBoy, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on September 29, 2017

NJPA Contract # 052417-VTL

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name VT LeeBoy, Inc.

Authorized Signatory's Title President

VENDOR AUTHORIZED SIGNATURE

Wm R Graul Jr
(NAME PRINTED OR TYPED)

Executed on 2 Oct, 2017

NJPA Contract # 052417-VTL

DocuSign Envelope ID: F1383CC6-08D5-42E1-BC6B-3E026433E1E6

Letter of Agreement
To Extend the Contract

Between

VT LeeBoy, Inc.
500 Lincoln County Parkway Ext.
Lincolnton, NC 28092

And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #052417-VTL) for the procurement of Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies. This Agreement has an expiration date of October 2, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on October 2, 2022. All other terms and conditions of the Agreement remain in force.

Sou DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

By: _____, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

9/15/2021 | 2:44 PM CDT

Date _____

VT L DocuSigned by: Bryce Davis 396B67A870284AE...

By: _____, Its: Director of Sales

Name printed or typed: Bryce Davis

9/16/2021 | 6:40 AM PDT

Date _____

Sourcewell Sales Discount

*All discounts from LIST price sheet

052417-VTL

GROUP #1

Group #1 will receive a 2% discount:

* 3000 Force Feed Loader

GROUP #2

Group #2 will receive a 5% discount:

* 8616 Paver
* 8520 Paver
* 8515 Paver
* 8510 Paver
* 8500 Paver
* 7000 Paver
* 6150 Paver
* 5300 Paver
* 1000 Paver
* 150D Paver
* Max 2B Distributor
* Max 3B Distributor
* RA400 Patcher
* CSV Chip Spreader
* 4130 Road Widener
* RW85 Road Widener
* Max 4B Distributor

GROUP #3

Group #3 will receive an 8% discount:

* 685 Motor Grader
* 695 Motor Grader
* G-700 Motor Grader
* Tack Tanks
* FB55 Broom
* RB50 Broom
* Challenger 7 Broom
* NV55 Broom
* FB-90 Broom
* CB-95 Broom

QUOTE

1109 Middle River Road
Baltimore, MD 21220

DATE: DECEMBER 9, 2021

Kent County, MD Roads Division
709 Morgnec Road STE 103
Chestertown, MD 21620



Sourcewell Awarded Contract

LeeBoy, Inc.
Asphalt & Paving Equipment
#052417-VTL
Maturity Date: 10/02/2022

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	CONTRACT
Brandon Klein		VSE	F.O.B. - Destination	Jan/Feb 2022	T.B.D.	Sourcewell

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	L600T	New 2022 Leeboy L600T Tack Distributor Unit Equipped as Follows: 600 Gallon Capacity 4.8 HP Honda Gas Engine 6' Hand Wand w/ 40' Hose Reel (1) 300,000 BTU Propane Heater Trailer Mounted w/ Electric Brakes 7 Gallon Flush Tank w/ suck back valve 8' Foldable Spaybar	List Price	$ 23,308.89
	Discount	Sourcewell Discount (10%)		< $ 2,330.89>

Leeboy Standard Warranty - 2 Years

Sourcewell Contract: #052417-VTL Maturity Date 10/2/2022

SOUREWELL CONTRACT TOTAL	$ 20,978.00
APPLICABLE TAXES	Not Applicable
DOC FEES	Not Applicable
AMOUNT TOTAL	$ 20,978.00

This is a quotation on the goods named, subject to the conditions on the back
To accept this quotation, sign here and return: _____

CONDITIONS

No oral agreement, promise, condition, representation or warranty regarding this purchase hereunder, shall be binding, or valid unless in writing, approved by a corporate officer, and signed by the parties.

In no event shall the seller or lessor be liable to the purchaser or lessee for any down time, loss of production, delays or damages or losses of any kind (whether direct, indirect or consequential) resulting from any inefficiency, faulty engineering or inadequate or improper service of the equipment in service will be at the customer's expense.

Our servicemen will supervise the unloading, checking, adjusting and lubrication of the machine and will instruct your personnel regarding operation, preventive maintenance and lubrication of the machine. All labor and expenses required to unload and place this equipment in service will be at the customer's expense.

Arrangements will be made in advance regarding time of service, inspection and Buyer will have machine available for such inspection at the appointed time.

When machines are not available for service at the time for which arrangements have been made, waiting time, overtime and overtime travel time resulting from any such delay will be charged at our existing service rates.

All service during the warranty period will be performed during the hours of the normal work week (7:30 AM to 4:00 PM, Monday thru Friday). When hours beyond the normal workweek are required, a charge will be made at the regular overtime rate.

Any service or parts required which is the result of misuse, improper handling, inadequate maintenance or any cause not covered by the Warranty will be charged for the existing price.

All parts used for Warranty repair will be invoiced to the customer in the regular manner at the regular prevailing prices. Upon return of the parts replaced and inspection of the parts and replacement approval by the manufacturer according to the terms of the Warranty, credit will be issued to the customer based on the credit received by us from the manufacturer.

Terms of sales, unless otherwise stated on the reverse side, are NET 30 DAYS, with a SERVICE CHARGE OF 2% PER MONTH ON THE PAST DUE INVOICES. Customer is responsible for all applicable and local sales tax.

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 052417-VTL

Proposer's full legal name: VT LeeBoy, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on September 29, 2017

NJPA Contract # 052417-VTL

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name VT LeeBoy, Inc.

Authorized Signatory's Title President

VENDOR AUTHORIZED SIGNATURE

Wm R Grail JR
(NAME PRINTED OR TYPED)

Executed on 2 Oct, 2017

NJPA Contract # 052417-VTL

DocuSign Envelope ID: F1383CC6-08D5-42E1-BC6B-3E026433E1E6

Letter of Agreement
To Extend the Contract

Between

VT LeeBoy, Inc.
500 Lincoln County Parkway Ext.
Lincolnton, NC 28092

And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #052417-VTL) for the procurement of Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies. This Agreement has an expiration date of October 2, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on October 2, 2022. All other terms and conditions of the Agreement remain in force.

Sou DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

By: _____, Its: **Director of Operations & Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

9/15/2021 | 2:44 PM CDT

Date _____

VT L DocuSigned by: Bryce Davis 396B67A870284AE...

By: _____, Its: Director of Sales

Name printed or typed: Bryce Davis

9/16/2021 | 6:40 AM PDT

Date _____

Sourcewell Sales Discount

*All discounts from LIST price sheet

052417-VTL

GROUP #1

Group #1 will receive a 2% discount:

* 3000 Force Feed Loader

GROUP #2

Group #2 will receive a 5% discount:

* 8616 Paver
* 8520 Paver
* 8515 Paver
* 8510 Paver
* 8500 Paver
* 7000 Paver
* 6150 Paver
* 5300 Paver
* 1000 Paver
* 150D Paver
* Max 2B Distributor
* Max 3B Distributor
* RA400 Patcher
* CSV Chip Spreader
* 4130 Road Widener
* RW85 Road Widener
* Max 4B Distributor

GROUP #3

Group #3 will receive an 8% discount:

* 685 Motor Grader
* 695 Motor Grader
* G-700 Motor Grader
* Tack Tanks
* FB55 Broom
* RB50 Broom
* Challenger 7 Broom
* NV55 Broom
* FB-90 Broom
* CB-95 Broom

Revised January 2020

CONTRACT

THIS CONTRACT, made this 14th day of December 2021, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Beltway International LLC, hereinafter referred to as the CONTRACTOR;

WITNESSETH, That for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary to furnish 2023 International Dump Truck with equipment to the Kent County Roads Division, in accordance with the Maryland SHA MDOT Contract No. 001B1600501.

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County , and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million ($2,000,000.00) Dollars.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed. Contract prices shall be effective through December 31, 2023. This contract shall not have a renewal option.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein One Hundred Seventy-Five Thousand Dollars ($175,000) in conformity with the purchase order.

6. The contract documents include the following:
   a. Maryland SHA MDOP Contract No. 001B1600501
   b. Beltway Int. LLC Quote/Spec Sheet
   c. Beltway Email Dated 11/15/21

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lies in State or federal

located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

Lacey I. Cox 12/14/21

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason 12/14/21
President of the Kent County Commissioners

BELTWAY COMPANIES

_____

By: _____

_____
Title

_____
Employer Identification Number

KENT County Maryland

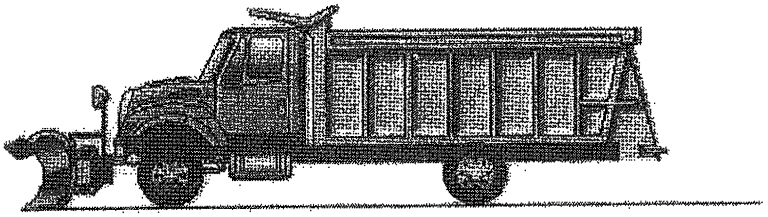
INTERNATIONAL® PRICE $175,000.00 EACH

November 15, 2021

Prepared For: Stainless Steel Body & Tarp Arm Stops
KENT COUNTY
Dave Edwards
709 MORGNEC RD. Base on State of Maryland Blanket P.O.
CHESTERTOWN, MD 21620-
(410)810 - 1304
Reference ID: N/A BPO No: 001B1600501

Presented By:
Beltway International, LLC
Kevin Langenfelder
1800 Sulphur Spring Rd.
Baltimore MD 21227 -
(410)247-5700

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 HV507 SFA (HV507)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 35000. Calc. GVWR: 35000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 45.40% / 3.33% @ 55 MPH Calc. Geared Speed: 62.9 MPH
DIMENSION:	Wheelbase: 167.00, CA: 92.00, Axle to Frame: 79.00
ENGINE, DIESEL:	(Cummins L9 300) EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	(Allison 3500 RDS) 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	(Meritor MFS-12-143A) Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	(Meritor RS-23-160) Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

PTO Min Engine Speed	750	RPM
PTO Maximum Engine Load	800	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	2400	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	925	RPM
PTO Set Switch Speed	850	RPM
PTO Additional Switch Speed	950	RPM
PTO Ramp Rate	250	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque In Top Gear Range	2995	LB-FT
Max Torque In Int. Gear Range	2995	LB-FT
Max Torque In Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Sudden Veh Speed Decel Threshold	6.96	MPH
Trip Information Vehicle Ovrspeed1	70	MPH
Trip Information Vehicle Ovrspeed2	72	MPH
Veh Speed Sensor Anti Tamper Level	1, HIGH LEVEL	N/A
Maintenance Monitor Enable	N	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 167.00 Wheelbase, 92.00 CA, and 79.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDT	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer C-Channel Reinforcement
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqin
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqin Spring Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

Code	Description
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BMB	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance
7WAZ	TAIL PIPE (1) Turnback Type
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAG	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPP	ANTENNA Shark Fin, Roof Mounted

Code	Description
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqin, with 1167 Sqin Charge Air Cooler
	Includes : DEAERATION SYSTEM with Surge Tank

Code	Description
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBC	AIR CLEANER Single Element
12VJC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13AVG	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends , Gear Ratio: 5.63
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
16SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
16WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

Code	Description
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29PBA	PAINT IDENTITY, FRONT WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
29PBB	PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
60AAA	BDY INTG, REMOTE POWER MODULE Mounted Under Cab or On Battery Box, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7472133269	(2) TIRE, FRONT 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position
7482133264	(4) TIRE, REAR 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive

Services Section:

Code	Description
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

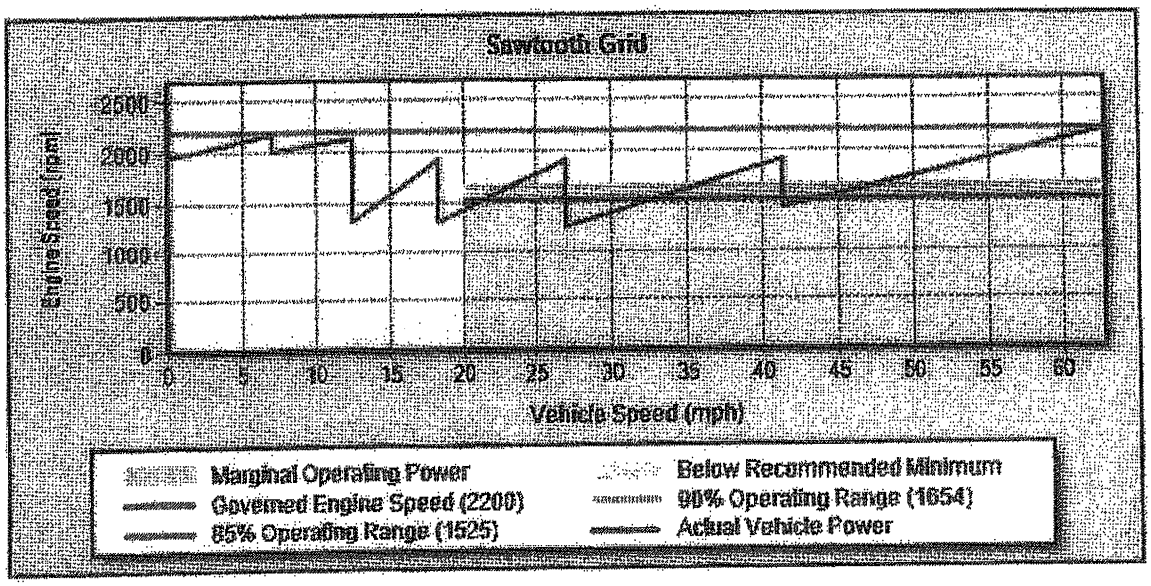
Body/Allied Equipment

Code	Description
1	GODWIN DUMP BODY QUOTE WITH SNOW EQUIPMENT
2	ADD STAINLESS STEEL BODY

Goods Purchased

Code	Description
	FLOOR PLAN
	DOT KIT
	FUEL

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail Veh Spd (MPH)	Upshift Power Avail Eng Spd (RPM)	Govern Power Avail Veh Spd (MPH)	Govern Power Avail Eng Spd (RPM)	Peak Power Comparison Gear Step (%)	Peak Power Comparison 85% Range (%)	Peak Power Comparison 90% Range (%)	Warm Msg
1C	4.59	0.0	1963	7.0	2185	N/A	44	33	
2C	2.26	7.0	2019	12.5	2137	N/A	44	33	
2L	2.26	12.5	1316	18.3	1930	N/A	44	33	
3L	1.53	18.3	1307	26.9	1919	N/A	44	33	
4L	1.00	26.9	1254	41.3	1925	N/A	44	33	
5L	0.75	41.3	1444	62.9	2200	N/A	44	33	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	5L	65.6	2294	7.34	0.00	
HI GEAR SPEED @ RATED RPM	5L	62.9	2200	7.51	2.30	
55.0 MPH STEADY-STATE	5L	55.0	1924	8.88	3.33	
TYPICAL OPERATING SPEED	5L	60.0	2099	8.00	2.66	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " ----", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "******", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : 0.77 GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-418 STALL RATIO: 1.98

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	6.85	9.25	8.41	
AVERAGE MPH	18.9	39.8	54.6	
MISSION MINUTES	29.83	51.99	173.35	

IF THE RESULTS CONTAIN "******", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	4.59	0.0	1963	0.00	46.00	@	STALL
		4.2	2043	185.16	46.00	@	70% EFF
		5.4	2101	212.86	45.40		80% EFF
		7.0	2185	229.41	36.46		
2C	2.26	7.0	2019	167.24	25.55		
		12.6	2137	223.72	18.66		
2L	2.26	12.5	1318	192.85	15.89		
		18.3	1930	286.86	14.89		
3L	1.53	18.3	1307	191.37	10.36		
		26.9	1919	286.98	9.67		
4L	1.00	26.9	1254	183.28	6.30		
		41.3	1925	285.51	5.57		
5L	0.75	41.3	1444	207.65	4.06		
		62.9	2200	255.22	2.30		RATED RPM
		64.4	2253	187.67	1.00		
		65.0	2274	160.31	0.50		
		65.6	2295	132.41	0.00		LEVEL ROAD

STARTING / TOP GEAR PERFORMANCE

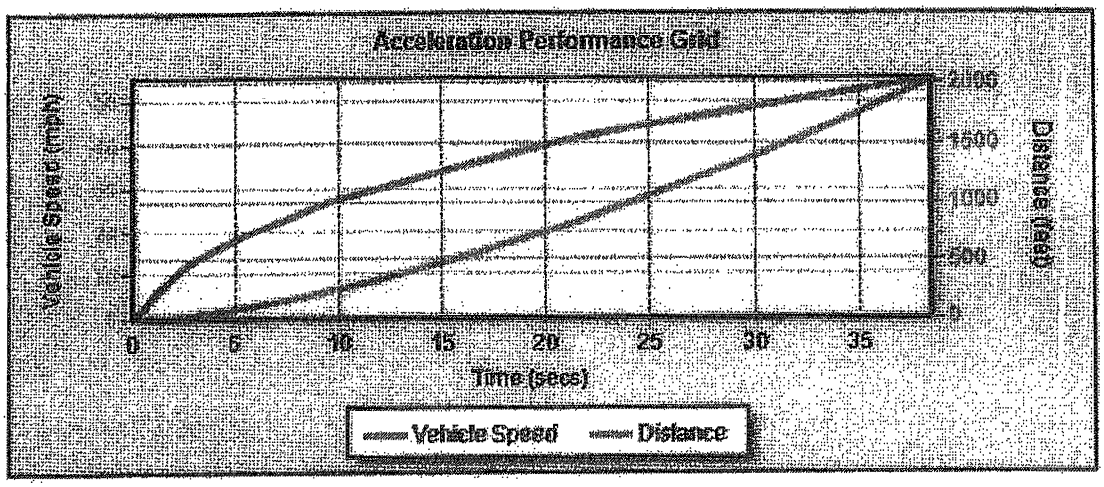
Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	4.59	0.0		0.00	46.00	@	STALL
		5.4		212.86	45.40		80% EFF - Calculated Start Ability

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 38.43 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.23	0.2	1.0	
	0.46	0.7	2.0	
	0.65	1.4	3.0	
	0.80	2.2	4.0	
	0.98	3.3	5.0	
	1.17	4.9	6.0	
	1.36	6.7	7.0	
2C	1.36	6.7	7.0	
	1.61	9.4	8.0	
	1.86	12.4	9.0	
	2.08	15.6	10.0	
	2.33	19.4	11.0	
	2.59	23.8	12.0	
2L	2.72	26.2	12.5	
	3.11	33.6	13.5	
	3.49	41.5	14.5	
	3.88	50.0	15.5	
	4.27	59.1	16.5	
	4.66	68.8	17.5	
3L	4.98	77.3	18.3	
	5.49	91.5	19.3	
	6.01	106.4	20.3	
	6.52	122.2	21.3	
	7.04	138.7	22.3	
	7.56	156.0	23.3	
	8.08	174.1	24.3	
	8.60	193.1	25.3	
	9.12	213.0	26.3	
4L	9.44	225.3	26.9	
	10.22	256.8	27.9	
	11.01	289.6	28.9	
	11.80	323.7	29.9	

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
	12.59	359.1	30.9	
	13.39	395.7	31.9	
	14.19	433.7	32.9	
	14.99	473.0	33.9	
	15.80	513.6	34.9	
	16.61	555.6	35.9	
	17.42	598.9	36.9	
	18.24	643.7	37.9	
	19.05	689.8	38.9	
	19.89	737.9	39.9	
	20.74	788.7	40.9	
6L	21.09	809.3	41.3	
	22.28	882.2	42.3	
	23.47	957.3	43.3	
	24.68	1034.6	44.3	
	25.90	1114.7	45.3	
	27.12	1197.0	46.3	
	28.36	1281.9	47.3	
	29.61	1369.2	48.3	
	30.86	1459.2	49.3	
	32.13	1551.9	50.3	
	33.41	1647.3	51.3	
	34.71	1745.5	52.3	
	36.03	1847.9	53.3	
	37.41	1956.4	54.3	
	38.43	2038.8	55.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	5.63
Parked PTO:	NO
Enroute PTO:	NO
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Engine Fan Type:	VISCOUS
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Acceleration Grade (%):	0.0
Frontal Area (FT2):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	23000
Acceleration Vehicle Spd (MPH):	55.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL NORMAL
TIRE, REAR	4 - RADIAL NORMAL

Components

0001ANA	AXLE CONFIGURATION {Navistar} 4x2
0002ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PSA	STEERING GEAR {Sheppard M100} Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013AVG	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
0014ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07472133269	TIRE, FRONT 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position
07482133264	TIRE, REAR 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT,TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Quote

MAILING
P. O. BOX 1147 DUNN, NC 28335
910 892-0141

Godwin Manufacturing Co., Inc.
800 892-0181

LOCATION
17665 HWY 421S. DUNN, NC 28334
FAX: 910 892-7402

Building Truck Equipment Since 1966

QUOTE NUMBER 0138056

Customer Number: 02-BELT WA

Quote Valid for:

Salesperson: Steve Pantis
910-890-1813
spantis@godwin-group.net

Sold To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227
ATTENTION: KEVIN LAGENFELDER

Ship To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

F.O.B.	Delivery Terms	Ship VIA	Payment Terms
DUNN, NC			NET 30

Item Code	Description	Ordered	List Price
	KENT COUNTY		
403U10/26SS	BODY 403U 10 X 26 X 32 STAINLE	1.00	
820SFDA-10 P22	HOIST 820SF DA 10 FT P22	1.00	
CON8GABODY-10	BODY 8GA UPGRADE 10	1.00	
3/16ARFLR-SB/10	FLOOR AR3/16 184/300 10FT	1.00	
OAKSIDEBD10	OAK SIDE BOARD 10'	1.00	
CONT INTHB	CONTR BODY INTEGRAL HEADBOARD	1.00	
GRIPSTRUT-10	WALK ROD GRIP STRUT 10	1.00	
HAS	HIDE A STEP	1.00	
HANDLES	OUTSIDE HANDLES ON DUMP BODY	1.00	
INSIDESTEPS	INSIDE STEPS ON DUMP BODY	1.00	
LIGHTHOLE	LIGHT HOLES IN CP, RA, RCP	1.00	
HTARP	HYDRA TARP ASSEMBLY COMPLETE	1.00	
TG6P-300	TAILGATE 6 PANEL UPCHARGE	1.00	
ATG	TAILGATE AIR CONTROL	1.00	
PB36SRP	MUD FLAP 24X36 STA SPRAY	1.00	
INSSINGLEFB	INSTALL SINGLE AXLE FULL BLOWN	1.00	
INSBP200	HITCH PINTLE SPRING 25 TON.	1.00	
INSREINPPB	INSTALL FRONT BUMPER REINFORCE	1.00	
INSFRTMUDSTL	MUD GUARD STEEL FRONT	1.00	
BCABTBOX14X36	TBOX BEHIND CAB 14X36X24	1.00	
INSATG	LABOR TO INSTALL ATG	1.00	
INS4PIN	INSTALL 4-PIN ELECTRIC PLUG	1.00	

continued

Quote

MAILING
P. O. BOX 1147 DUNN, NC 28335
910 892-0141

Godwin Manufacturing Co., Inc.
800 892-0181

LOCATION
17665 HWY 421S. DUNN, NC 28334
FAX: 910 892-7402

Building Truck Equipment Since 1966

QUOTE NUMBER 0138055

Customer Number: 02-BELT WA

Quote Valid for:

Salesperson: Steve Pantis
910-890-1813
spantis@godwin-group.net

Sold To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227
ATTENTION: KEVIN LAGENFELDER

Ship To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

F.O.B.	Delivery Terms	Ship VIA	Payment Terms
DUNN, NC			NET 30

Item Code	Description	Ordered	List Price
INS6PIN	INSTALL 6-PIN ELECTRIC PLUG	1.00	
PNTUNDERSB	PAINT UNDER COATING 10' BODY	1.00	
INSSEALEDHARN	INSTALL SEALED WIRING HARNESS	1.00	
EBC	ELECTRIC BRAKE CONTROL	1.00	
PLOWLIGHTKIT	PLOW LIGHTS, BRACKET, HARNESS	1.00	
	HEATED PLOW LIGHTS 80990		
INS6HEAD	INSTALL 6-HEAD FLASHING LED	1.00	
	INSTALLED IN CAB PROTECTOR AND REAR CORNER POST		
INSAMBER	INSTALL AMBER STROBE ON	1.00	
	WHELEN STROBE (SWINGING)		
PM-607	LIGHT INCD 4 WORK LIGHT RUBBER	1.00	
	SPREADER LIGHT UNDER APRON		
CRANKDRIVE	CRANK DRIVEN PUMP-TRUCK W/	1.00	
AM-HYDRAMAXTPAD	HYDRAMAX TOUCHPAD SYS from AMS	1.00	
INSHYDRAMAX	INSTALL HYDRAMAX TOUCHPAD SYST	1.00	
DELIVERY375	DELIVERY CHRG 350-399 MILES	1.00	
GN200	UNIVERSAL PUSH FRAME	1.00	
P120M10X42	PLOW MODEL 120M 10 X 42	1.00	
P62107017	PLOW SNOWSHIELD ASSEMBLY RUBBE	1.00	
P62100753	PLOW POWER REVERSE OPTION	1.00	
P62100928	PLOW WRAP AROUND CURB BUMPER	1.00	
P62100385-M	PLOW ADJ PAIR OF MUSHROOM CAS	1.00	
P99806255	PLOW MOLD BOARD END MARKERS 36	1.00	
P9242SSA	HYDRAULIC SS SPREADER 6" AUGER	1.00	

continued

Quote

MAILING
P. O. BOX 1147 DUNN, NC 28335
910 892-0141

Godwin Manufacturing Co., Inc.
800 892-0181

LOCATION
17665 HWY 421S. DUNN, NC 28334
FAX: 910 892-7402

Building Truck Equipment Since 1966

QUOTE NUMBER 0138055

Customer Number: 02-BELT WA

Quote Valid for:

Salesperson: Steve Parris
910-890-1813
sparris@godwin-group.net

Sold To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227
ATTENTION: KEVIN LAGENFELDER

Ship To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

F.O.B.	Delivery Terms	Ship VIA	Payment Terms
DUNN, NC			NET 30

Item Code	Description	Ordered	List Price
	INSTALLED ON CUSTOMER SUPPLIED CHASSIS WITH USABLE 102" CA, AUTOMATIC ALLISON TRANSMISSION 3000 OR LARGER, PLOW LIGHT PACKAGE, BUCKET SEATS, INTEGRAL FRONT FRAME EXTENSION WITH STATIONARY GRILLE AND CLEAR FRAME RAILS OUTSIDE AND BELOW.		

Quote prepared by:
Chris Bernhard
910 321-6917
cbernhard@godwinmfg.com

BLANKET PURCHASE ORDER

STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B1600501 **PRINT DATE:** 07/26/21 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
BELTWAY INTERNATIONAL TRUCKS LLC
1800 SULPHUR SPRING RD

BALTIMORE, MD 21227
(410)247-5700

REFER QUESTIONS TO:

MIKE MYERS
(410)767-4600
MIKE.MYERS@MARYLAND.GOV

ITB:

EXPR DATE: 08/01/24
POST DATE: 07/23/21

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

****
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA)
FOR
STATEWIDE CLASS 4-8 CHASSIS WITH RELATED EQUIPMENT,
ACCESSORIES AND SERVICES- SOURCEWELL CONTRACT NO. 060920
INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ)
****

CONTRACT START DATE: 08/01/2021
CONTRACT EXPIRATION DATE: AUGUST 01, 2024
RENEWAL OPTION(S): ONE (1) YEAR RENEWAL OPTION
****
THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT ICPA), WITH ONE (1) YEAR RENEWAL OPTION.
****

SCOPE OF WORK: THIS IS AN INTER-GOVERNMENTAL PURCHASING AGREEMENT ICPA) INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT IN ACCORDANCE WITH SOURCEWELL CONTRACT NO. 060920 TO PROVIDE CLASS 48 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES AND SERVICES TO THE STATE OF MARYLAND AND ITS USING AGENCIES.
MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR:BELTWAY INTERNATIONAL, LLC
VENDOR NAME:KEVIN LAGENFELDER

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

VENDOR ADDRESS:410-247-5700 X3823
VENDOR EMAIL:KEVIN.LANGERFELDER@BELTWAYCOMPANIES.COM

CONTRACT REQUIREMENTS:
QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

CONTRACTOR BEARS THE REISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

TERMS (cont'd):

(1) A COUNTY OR BALTIMORE CITY;
(2) A MUNICIPAL CORPORATION;
(3) A GOVERNMENTAL AGENCY IN THE STATE;
(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

(I) RECEIVES STATE MONEY; AND
(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE; OR

(6)(A) NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B)A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT BY THE ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGRREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF $400.00 PER UNIT. THE ELECTRONIC TRANSACTION

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

FEE IS APPLIED TO ALL SALES TRANSACTED UNDER THE SOURCEWELL CONTRACT, MINUSANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICE.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE $400.00 ELECTRONIC TRANSACTION FEE.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OVER $200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

HUNDRED TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTIONSS TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES THE USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.

INVOICES:

CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES:

1) NAME OF COMPANY
2) ADDRESS TO INCLUDE THE 9 DIGIT ZIP CODE,
3) FEIN NUMBER,
4) THE NAME OF THE CONTACT PERSON,
*INCLUDE THE PHONE NUMBER (INCLUDING TOLL FREE) FOR PLACING ORDERS

FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.
BPO AS CONTRACT

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN $200,000.00.

AS USED IN THIS PROVISION, A BID REFERS TO A BID SUBMITTED UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFER SUBMITTED UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

AS USED IN THIS PROVISION, A SOLICITATION MEANS AN INVITATION TO BID, A REQUEST FOR PROPOSALS, OR ANY OTHER DOCUMENT REQUESTING BIDS OR PROPOSALS FOR PROCUREMENT BY THE DEPARTMENT.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AT THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENTS, THE CONTROLLING PROVISIONS SHALL BE, IN THE FOLLOWING ORDER, THOSE OF:

THE BPO; THEN

THE SOLICITATION; AND THEN

THE BID.

****

PRICING FOR CONTRACT NO. 060920-NVS OFFERS SOURCEWELL PARTICIPATING AGENCIES THE FOLLOWING DISCOUNTS:

-34.5% TO 54% OFF LIST PRICE FOR MV, HV, HX, RH, LT SERIES AND LONESTAR MODELS. DISCOUNT IS MODEL SPECIFIC
-$6,000 TO $9,000 OFF LIST PRICE ON CV SERIES DEPENDING ON CONFIGURATION
-ADDITIONAL VOLUME DISCOUNTS ARE ALSO AVAILABLE

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BLANKET PURCHASE ORDER
STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B1600501 **PRINT DATE:** 07/26/21 **PAGE:** 07

TERMS (cont'd):

-INTERNATIONAL DEALER NETWORK HAS ABILITY TO WORK WITH UPFIT/BODY PROVIDERS

PRICING FOR CONTRACT #060920-NVS OFFERS SOURCEWELL PARTICIPATING AGENCIES THE FOLLOWING DISCOUNTS:

1) 34.5% TO 54% OFF LIST PRICE FOR MV, HV, HX, RH, LT SERIES AND LONESTAR MODELS. DISCOUNT IS MODEL SPECIFIC

2) $6,000 TO $9,000 OFF LIST PRICE ON CV SERIES DEPENDING ON CONFIGURATION

3) ADDITIONAL VOLUME DISCOUNTS ARE ALSO AVAILABLE

4) INTERNATIONAL DEALER NETWORK HAS ABILITY TO WORK WITH UPFIT/BODY PROVIDERS

0002 07549-000000 EA

PARTS

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE REQUEST FOR PROPOSALS (RFP) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE RFP OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE RFP AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

******** LAST PAGE ********

AUTHORIZED BY: Mike Myers **DATE:** 7/26/21

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

Harford County Purchase Order

Harford County, Maryland
220 South Main Street
Bel Air, MD 21014
United States of America

Tax Exempt No. 3000120-1

**ORIGINAL **

Purchase Order Number
PO-22000300 - 0
THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK

Purchase Order Date	Page	Delivery Date
07/26/2021	1 / 1	

Delivery Shall Be FOB DESTINATION

SUP-00002181 Bellway International LLC 1800 Sulphur Spring Road Baltimore, MD 21227 United States of America Phone: (410) 247-5700	Harford County, Maryland ATTN: Tiffany Fitzpatrick 220 S. Main Street Bel Air, MD 21014 United States of America Phone: (410) 638-3550

Shipping Instructions	Important!
	This purchase order is governed by the terms and conditions located at: http://www.harfordcountymd.gov/DocumentCenter/View/1315/Terms-and-Conditions-PDF?bidID=

Service Lines

Line No.	Qty	Unit	Item Description	Commodity Description	Unit Price	Amount
1	0		Approved purchase of (9) 2023 International HV507 SFA Snowe Plow Trucks Piggyback off Sourcewell Contract 060920-NVS Harford County Contract # 22-063 These units will be build according to Harford County Specifications on proposal# 18459-02 dated 6/24/2021	Approved purchase of (9) 2023 International HV507 SFA Snowe Plow Trucks Piggyback off Sourcewell Contract 060920-NVS Harford County Contract # 22-063 These units will be build according to Harford County Specifications on proposal# 18459-02 dated 6/24/2021		$1,564,007.76

Total: $1,564,007.76

By: _____
Director of Procurement or Designee

MARYLAND DEPARTMENT OF TRANSPORTATION - MARYLAND PORT ADMINISTRATION
PURCHASE ORDER

TO: BELTWAY INTERNATIONAL LLC
1800 SULPHUR SPRING ROAD
BALTIMORE MD 21227-2549

PURCHASE ORDER NO. P3205995
REQUISITION NO. R3013035
ITB NO. R3013035
BPO ID NO.

FEIN: V522059895

DATE	TERMS:	F.O.B.	TOTAL AMOUNT
08/31/2021	NET 30	DESTINATION	

LINE NO	INVENTORY #	DESCRIPTION	QUANTITY/UNIT	COST/UNIT	($)
001		TRUCKS (OVER ONE TON CAPACITY)	5.00EA	179,957.00	899,785.00

(5) DUMP TRUCKS TO BE EQUIPPED WITH SNOW REMOVAL EQUIPMENT

THIS CONTRACT IS IN ACCORDANCE WITH THE IFB NO. R3013035, MDOT MPA'S TERMS AND CONDITIONS FOR CONTRACTS FOR SUPPLIES OVER $50,000, AMENDMENT NO. 1, BID/PROPOSAL AND CONTRACT AFFIDAVITS DATED 8/16/21, VENDOR'S BID SUBMITTED ON 8/16/21, AND VENDOR'S EMAILS DATED 8/25/21 AND 8/27/21 CLARIFYING AND CONFIRMING SPECS.

CONTACT: ROBERT WOOD @ 410-633-1052

DELIVERY 12/01/2021

TOTAL
899,785.00

ACCOUNTING INFORMATION: J03 22 02525 1402 19610040

SHIP TO: DUNDALK MARINE TERMIN 2700 BROENING HWY. BALTIMORE MD 21222

BILL TO: WORLD TRADE CENTER 401 E. PRATT STREET BALTIMORE MD 21202

IMPORTANT INSTRUCTIONS:
A. Mail invoices in duplicate with bills of lading to the "Bill To" address above.
B. Show Purchase Order number & part numbers on all invoices, shipping papers, receipts, etc.
C. Furnish Packing Slip or delivery receipt showing Purchase Order number.
D. Tax exempt numbers: Maryland - 3000256-3 and Federal 52-6002033.
E. Vendor MUST advise Common Carriers that we are exempt from Transportation Tax.

SUBJECT TO TERMS AND CONDITIONS SHOWN ON THE REVERSE OR ATTACHED HERETO.

FEDERAL TAX ID or SOCIAL SECURITY NUMBER MUST APPEAR ON THE INVOICE.

MARGIE KOPPELMAN

Phone: 410-385-4835 FAX: 410-347-0780
IS THE CONTACT PERSON FOR ALL INQUIRIES.

APPROVED FOR PURCHASE BY: Margie Koppelman 8/31/21
Purchase Authorization Date

Vickie Quinn

From: Daniel Voshell
Sent: Monday, November 15, 2021 12:50 PM
To: Vickie Quinn
Subject: Fwd: QUOTE FOR NEW 2023/24 SNOW PLOW DUMP TRUCK
Attachments: [Untitled].pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: David Edwards <dedwards@kentgov.org>
Sent: Monday, November 15, 2021 11:22:31 AM
To: Daniel Voshell <dvoshell@kentgov.org>
Subject: FW: QUOTE FOR NEW 2023/24 SNOW PLOW DUMP TRUCK

Dan, I hope this helps, let me know if you need anything else.

Dave

David Edwards
Automotive Services Supervisor
Kent County Roads Division
Kent County Public Works
709 Mognec Rd, Ste 103
Chestertown, MD 21620
410-810-1304
dedwards@kentgov.org

From: Kevin Langenfelder <kevin.langenfelder@beltwaycompanies.com>
Sent: Monday, November 15, 2021 10:45 AM
To: David Edwards <dedwards@kentgov.org>
Cc: Sam Eitel <sam.eitel@beltwaycompanies.com>
Subject: QUOTE FOR NEW 2023/24 SNOW PLOW DUMP TRUCK

ATTENTION!
This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.
-KCIT Helpdesk

Dave , The above is your quote on a new Navistar HV507 4X2 Dump truck with snow equipment. This is a copy of the last unit delivered to Kent County two years ago. This unit will have the Tarp Arm Stops that was requested. Your price is $175,004.01 each. This is based off of State of Maryland BPO # : 001B1600501. I have also included two PO from Government agency's that have bought off this contract.

Delivery if ordered in the next 30 days would be November/December 2023 for chassis and another 30 to 45 days for the body to be mounted. I will say that Navistar is trying to move Government orders ahead of the stock dealer orders , I will do my best to get a better build slot once the order is placed. Please also understand that both Navistar and Godwin are looking at price increases as of January 1st.

Dave , these are some of the issues that the truck industry is facing these days , currently I have units waiting for Tires , Transmissions , Engine parts (Chips)and , DEF parts.

I thank you for your business and look forward to building the best truck possible for Kent County Maryland.

Kevin

"Delivering more than just trucks."

KEVIN LANGENFELDER
Municipal Salesperson
Beltway Companies

Direct: 410-501-3823
Office: 410-247-5700
Mobile: 443-677-9977
Fax: 410-247-3198
Email: kevin.langenfelder@beltwaycompanies.com
Web: www.beltwaycompanies.com

Circle of Excellence Member

1800 Sulphur Spring Rd
Baltimore, MD 21227

From: Scan <Scan@beltwaycompanies.com>
Sent: Monday, November 15, 2021 10:26 AM
To: Kevin Langenfelder <kevin.langenfelder@beltwaycompanies.com>
Subject: Scan 15112021

SCAN ACCOUNT | Fax:

KENT County Maryland

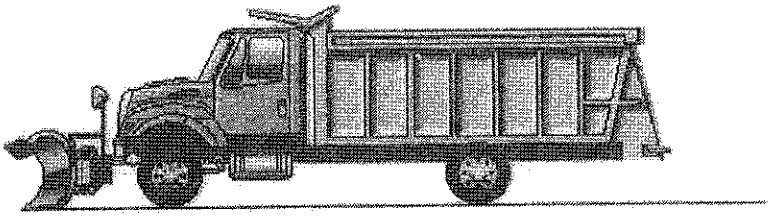
INTERNATIONAL® PRICE $175,000.00 EACH

November 15, 2021

Prepared For: Stainless Steel Body & Tarp Arm Stops
KENT COUNTY
Dave Edwards
709 MORGNEC RD. BASE ON State of Maryland Blanket P.O.
CHESTERTOWN, MD 21620-
(410)810 - 1304
Reference ID: N/A BPO No: 001B1600501

Presented By:
Beltway International, LLC
Kevin Langenfelder
1600 Sulphur Spring Rd.
Baltimore MD 21227 -
(410)247-5700

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 HV607 SFA (HV507)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 35000, Calc. GVWR: 35000, Calc. GCWR: 80000 Calc. Start / Grade Ability: 45.40% / 3.33% @ 55 MPH Calc. Geared Speed: 62.9 MPH
DIMENSION:	Wheelbase: 167.00, CA: 92.00, Axle to Frame: 79.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

PTO Min Engine Speed	750	RPM
PTO Maximum Engine Load	800	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	2400	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	925	RPM
PTO Set Switch Speed	850	RPM
PTO Additional Switch Speed	950	RPM
PTO Ramp Rate	250	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque In Top Gear Range	2995	LB-FT
Max Torque In Int. Gear Range	2995	LB-FT
Max Torque In Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Sudden Veh Speed Decel Threshold	6.96	MPH
Trip Information Vehicle Ovrspeed1	70	MPH
Trip Information Vehicle Ovrspeed2	72	MPH
Veh Speed Sensor Anti Tamper Level	1, HIGH LEVEL	N/A
Maintenance Monitor Enable	N	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 167.00 Wheelbase, 92.00 CA, and 79.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	Notes : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDT	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer C-Channel Reinforcement
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqin
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqin Spring Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

Code	Description
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BMB	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance
7WAZ	TAIL PIPE (1) Turnback Type
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAG	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPP	ANTENNA Shark Fin, Roof Mounted

Code	Description
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqin, with 1167 Sqin Charge Air Cooler
	Includes : DEAERATION SYSTEM with Surge Tank

Code	Description
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBC	AIR CLEANER Single Element
12VJC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13AVG	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends , Gear Ratio: 5.63
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-In-Fuel Sensor, Mounted on Engine
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure

Code	Description
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16SNP	MIRRORS (2) C-Loop, Power Adjust, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29PBA	PAINT IDENTITY, FRONT WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
29PBB	PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
60AAA	BDY INTG, REMOTE POWER MODULE Mounted Under Cab or On Battery Box, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7472133269	(2) TIRE, FRONT 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position
7482133264	(4) TIRE, REAR 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive
	Services Section:

Code	Description
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

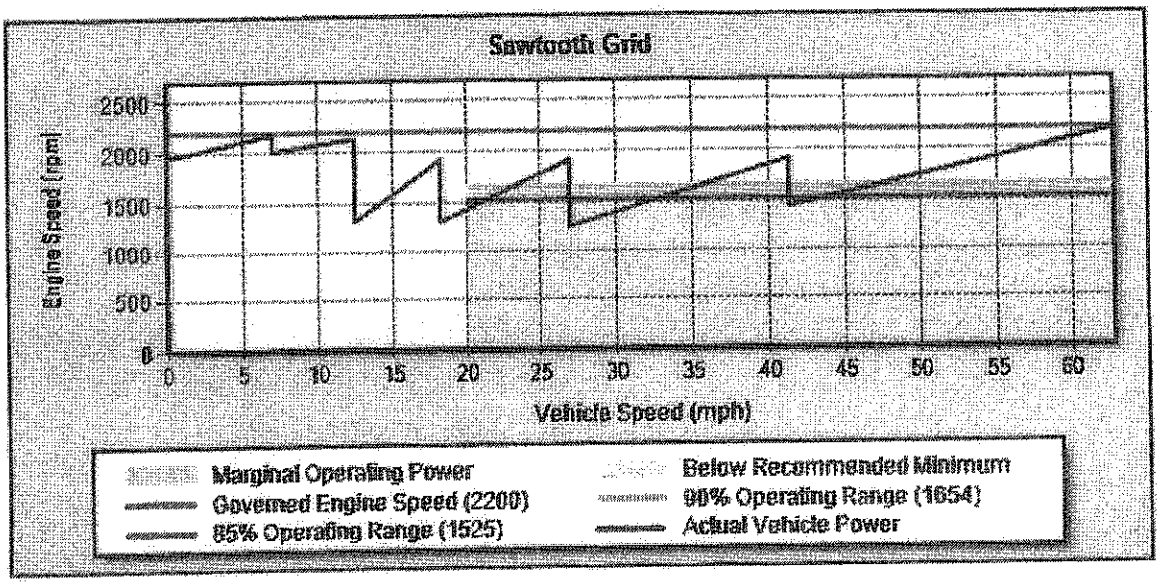
Body/Allied Equipment

Code	Description
1	GODWIN DUMP BODY QUOTE WITH SNOW EQUIPMENT
2	ADD STAINLESS STEEL BODY

Goods Purchased

Code	Description
	FLOOR PLAN
	DOT KIT
	FUEL

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail Veh Spd (MPH)	Upshift Power Avail Eng Spd (RPM)	Govern Power Avail Veh Spd (MPH)	Govern Power Avail Eng Spd (RPM)	Peak Power Comparison Gear Step (%)	Peak Power Comparison 85% Range (%)	Peak Power Comparison 90% Range (%)	Warn Msg
1C	4.59	0.0	1963	7.0	2185	N/A	44	33	
2C	2.26	7.0	2019	12.5	2137	N/A	44	33	
2L	2.26	12.5	1318	18.3	1930	N/A	44	33	
3L	1.53	18.3	1307	26.9	1919	N/A	44	33	
4L	1.00	26.9	1254	41.3	1925	N/A	44	33	
5L	0.75	41.3	1444	62.9	2200	N/A	44	33	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	5L	65.6	2294	7.34	0.00	
HI GEAR SPEED @ RATED RPM	5L	62.9	2200	7.51	2.30	
55.0 MPH STEADY-STATE	5L	55.0	1924	8.88	3.33	
TYPICAL OPERATING SPEED	5L	60.0	2099	8.00	2.66	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " ---- " , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "******", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : 0.77 GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-418 STALL RATIO: 1.98

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	6.85	9.25	8.41	
AVERAGE MPH	18.9	39.8	54.6	
MISSION MINUTES	29.83	51.99	173.35	

IF THE RESULTS CONTAIN "******", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	4.59	0.0	1963	0.00	46.00	@	STALL
		4.2	2043	165.16	46.00	@	70% EFF
		5.4	2101	212.86	45.40		80% EFF
		7.0	2185	229.41	36.46		
2C	2.26	7.0	2019	167.24	25.55		
		12.6	2137	223.72	16.66		
2L	2.26	12.5	1318	192.85	15.89		
		18.3	1930	266.86	14.89		
3L	1.53	18.3	1307	191.37	10.36		
		26.9	1919	266.98	9.67		
4L	1.00	26.9	1254	183.28	6.30		
		41.3	1925	265.51	5.57		
5L	0.75	41.3	1444	207.65	4.06		
		62.9	2200	255.22	2.30		RATED RPM
		64.4	2253	187.67	1.00		
		65.0	2274	160.31	0.50		
		65.6	2295	132.41	0.00		LEVEL ROAD

STARTING / TOP GEAR PERFORMANCE

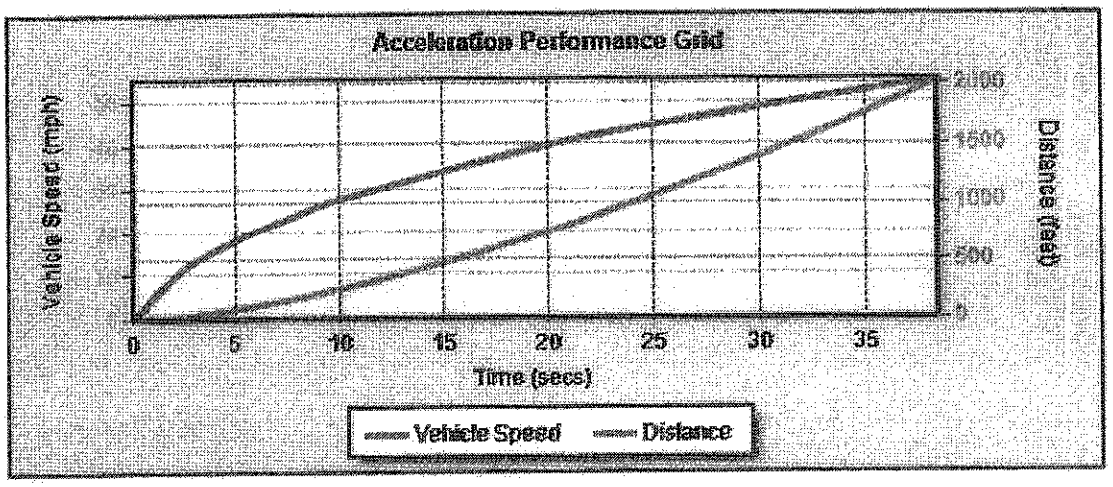
Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Msg	Notes
1C	4.59	0.0		0.00	46.00	@	STALL
		5.4		212.86	45.40		80% EFF - Calculated Start Ability

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 38.43 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.23	0.2	1.0	
	0.46	0.7	2.0	
	0.65	1.4	3.0	
	0.80	2.2	4.0	
	0.98	3.3	5.0	
	1.17	4.9	6.0	
	1.36	6.7	7.0	
2C	1.36	6.7	7.0	
	1.61	9.4	8.0	
	1.85	12.4	9.0	
	2.08	15.6	10.0	
	2.33	19.4	11.0	
	2.59	23.8	12.0	
2L	2.72	26.2	12.5	
	3.11	33.6	13.5	
	3.49	41.5	14.5	
	3.88	50.0	15.5	
	4.27	59.1	16.5	
	4.65	68.8	17.5	
3L	4.98	77.3	18.3	
	5.49	91.5	19.3	
	6.01	106.4	20.3	
	6.52	122.2	21.3	
	7.04	138.7	22.3	
	7.56	156.0	23.3	
	8.08	174.1	24.3	
	8.60	193.1	25.3	
	9.12	213.0	26.3	
4L	9.44	225.3	26.9	
	10.22	256.8	27.9	
	11.01	289.6	28.9	
	11.80	323.7	29.9	

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
	12.59	359.1	30.9	
	13.39	395.7	31.9	
	14.19	433.7	32.9	
	14.99	473.0	33.9	
	15.80	513.6	34.9	
	16.61	555.6	35.9	
	17.42	598.9	36.9	
	18.24	643.7	37.9	
	19.05	689.8	38.9	
	19.89	737.9	39.9	
	20.74	788.7	40.9	
6L	21.09	809.3	41.3	
	22.28	882.2	42.3	
	23.47	957.3	43.3	
	24.68	1034.6	44.3	
	25.90	1114.7	45.3	
	27.12	1197.0	46.3	
	28.36	1281.9	47.3	
	29.61	1369.2	48.3	
	30.86	1459.2	49.3	
	32.13	1551.9	50.3	
	33.41	1647.3	51.3	
	34.71	1745.5	52.3	
	36.03	1847.9	53.3	
	37.41	1956.4	54.3	
	38.43	2038.8	55.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	5.63
Parked PTO:	NO
Enroute PTO:	NO
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Engine Fan Type:	VISCOUS
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Acceleration Grade (%):	0.0
Frontal Area (FT2):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	23000
Acceleration Vehicle Spd (MPH):	55.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL NORMAL
TIRE, REAR	4 - RADIAL NORMAL

Components

0001ANA	AXLE CONFIGURATION {Navistar} 4x2
0002ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PSA	STEERING GEAR {Sheppard M100} Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013AVG	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
0014ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07472133269	TIRE, FRONT 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position
07482133264	TIRE, REAR 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT,TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Quote

MAILING
P. O. BOX 1147 DUNN, NC 28335
910 892-0141

Godwin Manufacturing Co., Inc.
800 892-0181

LOCATION
17665 HWY 421S. DUNN, NC 28334
FAX: 910 892-7402

Building Truck Equipment Since 1966

QUOTE NUMBER 0138056
Customer Number: 02-BELT WA
Quote Valid for:

Salesperson: Steve Pantis
910-890-1813
spantis@godwin-group.net

Sold To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227
ATTENTION: KEVIN LAGENFELDER

Ship To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

F.O.B.	Delivery Terms	Ship VIA	Payment Terms
DUNN, NC			NET 30

Item Code	Description	Ordered	List Price
	KENT COUNTY		
403U10/26SS	BODY 403U 10 X 26 X 32 STAINLE	1.00	
820SFDA-10 P22	HOIST 820SF DA 10 FT P22	1.00	
CON8GABODY-10	BODY 8GA UPGRADE 10	1.00	
3/16ARFLR-SB/10	FLOOR AR3/16 184/300 10FT	1.00	
OAKSIDEBD10	OAK SIDE BOARD 10'	1.00	
CONT INTHB	CONTR BODY INTEGRAL HEADBOARD	1.00	
GRIPSTRUT-10	WALK ROD GRIP STRUT 10	1.00	
HAS	HIDE A STEP	1.00	
HANDLES	OUTSIDE HANDLES ON DUMP BODY	1.00	
INSIDESTEPS	INSIDE STEPS ON DUMP BODY	1.00	
LIGHTHOLE	LIGHT HOLES IN CP, RA, RCP	1.00	
HTARP	HYDRA TARP ASSEMBLY COMPLETE	1.00	
TG6P-300	TAILGATE 6 PANEL UPCHARGE	1.00	
ATG	TAILGATE AIR CONTROL	1.00	
PB36SRP	MUD FLAP 24X36 STA SPRAY	1.00	
INSSINGLEFB	INSTALL SINGLE AXLE FULL BLOWN	1.00	
INSBP200	HITCH PINTLE SPRING 25 TON.	1.00	
INSREINFFB	INSTALL FRONT BUMPER REINFORCE	1.00	
INSFRTMUDSTL	MUD GUARD STEEL FRONT	1.00	
BCABTBOX14X36	TBOX BEHIND CAB 14X36X84	1.00	
INSATG	LABOR TO INSTALL ATG	1.00	
INS4PIN	INSTALL 4-PIN ELECTRIC PLUG	1.00	

continued

Quote

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910 892-0141

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800 892-0181

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Building Truck Equipment Since 1966

QUOTE NUMBER 0138055

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910-890-1813
spantis@godwin-group.net

Sold To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227
ATTENTION: KEVIN LAGENFELDER

Ship To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

F.O.B.	Delivery Terms	Ship VIA	Payment Terms
DUNN, NC			NET 30

Item Code	Description	Ordered	List Price
INS6PIN	INSTALL 6-PIN ELECTRIC PLUG	1.00	
PNTUNDERSB	PAINT UNDER COATING 10' BODY	1.00	
INSSEALEDHARN	INSTALL SEALED WIRING HARNESS	1.00	
EBC	ELECTRIC BRAKE CONTROL	1.00	
PLOWLIGHTKIT	PLOW LIGHTS, BRACKET, HARNESS	1.00	
	HEATED PLOW LIGHTS 80990		
INS6HEAD	INSTALL 6-HEAD FLASHING LED	1.00	
	INSTALLED IN CAB PROTECTOR AND REAR CORNER POST		
INSAMBER	INSTALL AMBER STROBE ON	1.00	
	WHELEN STROBE (SWINGING)		
PM-507	LIGHT INCD 4 WORK LIGHT RUBBER	1.00	
	SPREADER LIGHT UNDER APRON		
CRANKDRIVE	CRANK DRIVEN PUMP-TRUCK W/	1.00	
AM-HYDRAMAXTPAD	HYDRAMAX TOUCHPAD SYS from AMS	1.00	
INSHYDRAMAX	INSTALL HYDRAMAX TOUCHPAD SYST	1.00	
DELIVERY375	DELIVERY CHRG 350-399 MILES	1.00	
GN200	UNIVERSAL PUSH FRAME	1.00	
P120M10X42	PLOW MODEL 120M 10 X 42	1.00	
P62107017	PLOW SNOWSHIELD ASSEMBLY RUBBE	1.00	
P62100753	PLOW POWER REVERSE OPTION	1.00	
P62100928	PLOW WRAP AROUND CURB BUMPER	1.00	
P62100385-M	PLOW ADJ PAIR OF MUSHROOM CAS	1.00	
P99806255	PLOW MOLD BOARD END MARKERS 36	1.00	
P92425SSA	HYDRAULIC SS SPREADER 6" AUGER	1.00	

continued

Quote

MAILING
P. O. BOX 1147 DUNN, NC 28335
910 892-0141

Godwin Manufacturing Co., Inc.
800 892-0181

LOCATION
17665 HWY 421S. DUNN, NC 28334
FAX: 910 892-7402

Building Truck Equipment Since 1966

QUOTE NUMBER 0138055

Customer Number: 02-BELT WA

Quote Valid for:

Salesperson: Steve Parris
910-890-1813
sparris@godwin-group.net

Sold To:
BELTWAY INTERNATIONAL
1600 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

ATTENTION: KEVIN LAGENFELDER

Ship To:
BELTWAY INTERNATIONAL
1600 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

F.O.B.	Delivery Terms	Ship VIA	Payment Terms
DUNN, NC			NET 30

Item Code	Description	Ordered	List Price
	INSTALLED ON CUSTOMER SUPPLIED CHASSIS WITH USABLE 102" CA, AUTOMATIC ALLISON TRANSMISSION 3000 OR LARGER, PLOW LIGHT PACKAGE, BUCKET SEATS, INTEGRAL FRONT FRAME EXTENSION WITH STATIONARY GRILLE AND CLEAR FRAME RAILS OUTSIDE AND BELOW.		

Quote prepared by:
Chris Bernhard
910 321-6917
cbernhard@godwinmfg.com

BLANKET PURCHASE ORDER

STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B1600501 **PRINT DATE:** 07/26/21 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
BELTWAY INTERNATIONAL TRUCKS LLC
1800 SULPHUR SPRING RD

BALTIMORE, MD 21227
(410)247-5700

REFER QUESTIONS TO:

MIKE MYERS
(410)767-4600
MIKE.MYERS@MARYLAND.GOV

ITB:

EXPR DATE: 08/01/24
POST DATE: 07/23/21

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

****
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA)
FOR
STATEWIDE CLASS 4-8 CHASSIS WITH RELATED EQUIPMENT,
ACCESSORIES AND SERVICES- SOURCEWELL CONTRACT NO. 060920
INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ)
****

CONTRACT START DATE: 08/01/2021
CONTRACT EXPIRATION DATE: AUGUST 01, 2024
RENEWAL OPTION(S): ONE (1) YEAR RENEWAL OPTION
****
THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT ICPA), WITH ONE (1) YEAR RENEWAL OPTION.
****

SCOPE OF WORK: THIS IS AN INTER-GOVERNMENTAL PURCHASING AGREEMENT ICPA) INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT IN ACCORDANCE WITH SOURCEWELL CONTRACT NO. 060920 TO PROVIDE CLASS 48 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES AND SERVICES TO THE STATE OF MARYLAND AND ITS USING AGENCIES.
MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR:BELTWAY INTERNATIONAL, LLC
VENDOR NAME:KEVIN LAGENFELDER

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

VENDOR ADDRESS:410-247-5700 X3823
VENDOR EMAIL:KEVIN.LANGERFELDER@BELTWAYCOMPANIES.COM

CONTRACT REQUIREMENTS:
QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

CONTRACTOR BEARS THE REISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

*** CONTINUED, NEXT PAGE ***

TERMS (cont'd):

(1) A COUNTY OR BALTIMORE CITY;
(2) A MUNICIPAL CORPORATION;
(3) A GOVERNMENTAL AGENCY IN THE STATE;
(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

(I) RECEIVES STATE MONEY; AND
(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE; OR

(6)(A) NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B)A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT BY THE ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGRREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

A.CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF $400.00 PER UNIT. THE ELECTRONIC TRANSACTION

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

FEE IS APPLIED TO ALL SALES TRANSACTED UNDER THE SOURCEWELL CONTRACT, MINUSANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICE.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE $400.00 ELECTRONIC TRANSACTION FEE.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OVER $200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

HUNDRED TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTIONSS TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES THE USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.

INVOICES:

CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES:

1) NAME OF COMPANY
2) ADDRESS TO INCLUDE THE 9 DIGIT ZIP CODE,
3) FEIN NUMBER,
4) THE NAME OF THE CONTACT PERSON,
*INCLUDE THE PHONE NUMBER (INCLUDING TOLL FREE) FOR PLACING ORDERS

FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.
BPO AS CONTRACT

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN $200,000.00.

AS USED IN THIS PROVISION, A BID REFERS TO A BID SUBMITTED UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFER SUBMITTED UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

AS USED IN THIS PROVISION, A SOLICITATION MEANS AN INVITATION TO BID, A REQUEST FOR PROPOSALS, OR ANY OTHER DOCUMENT REQUESTING BIDS OR PROPOSALS FOR PROCUREMENT BY THE DEPARTMENT.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AT THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENTS, THE CONTROLLING PROVISIONS SHALL BE, IN THE FOLLOWING ORDER, THOSE OF:

THE BPO; THEN

THE SOLICITATION; AND THEN

THE BID.

****

PRICING FOR CONTRACT NO. 060920-NVS OFFERS SOURCEWELL PARTICIPATING AGENCIES THE FOLLOWING DISCOUNTS:

-34.5% TO 54% OFF LIST PRICE FOR MV, HV, HX, RH, LT SERIES AND LONESTAR MODELS. DISCOUNT IS MODEL SPECIFIC
-$6,000 TO $9,000 OFF LIST PRICE ON CV SERIES DEPENDING ON CONFIGURATION
-ADDITIONAL VOLUME DISCOUNTS ARE ALSO AVAILABLE

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BLANKET PURCHASE ORDER
STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B1600501 **PRINT DATE:** 07/26/21 **PAGE:** 07

TERMS (cont'd):

-INTERNATIONAL DEALER NETWORK HAS ABILITY TO WORK WITH UPFIT/BODY PROVIDERS

PRICING FOR CONTRACT #060920-NVS OFFERS SOURCEWELL PARTICIPATING AGENCIES THE FOLLOWING DISCOUNTS:

1) 34.5% TO 54% OFF LIST PRICE FOR MV, HV, HX, RH, LT SERIES AND LONESTAR MODELS. DISCOUNT IS MODEL SPECIFIC

2) $6,000 TO $9,000 OFF LIST PRICE ON CV SERIES DEPENDING ON CONFIGURATION

3) ADDITIONAL VOLUME DISCOUNTS ARE ALSO AVAILABLE

4) INTERNATIONAL DEALER NETWORK HAS ABILITY TO WORK WITH UPFIT/BODY PROVIDERS

0002 07549-000000 EA

PARTS

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE REQUEST FOR PROPOSALS (RFP) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE RFP OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE RFP AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

******** LAST PAGE ********

AUTHORIZED BY: Mike Myers **DATE:** 7/26/21

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

Harford County Purchase Order

Harford County, Maryland
220 South Main Street
Bel Air, MD 21014
United States of America

Tax Exempt No. 3000120-1

**ORIGINAL **

Purchase Order Number
PO-22000300 - 0
THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK

Purchase Order Date	Page	Delivery Date
07/26/2021	1 / 1	

Delivery Shall Be FOB DESTINATION

S E P P L I E R	SUP-00002181 Beltway International LLC 1800 Sulphur Spring Road Baltimore, MD 21227 United States of America Phone: (410) 247-5700
S H I P T O	Harford County, Maryland ATTN: Tiffany Fitzpatrick 220 S. Main Street Bel Air, MD 21014 United States of America Phone: (410) 638-3550

Shipping Instructions	Important!
	This purchase order is governed by the terms and conditions located at: http://www.harfordcountymd.gov/DocumentCenter/View/1315/Terms-and-Conditions-PDF?bidID=

Service Lines

Line No.	Qty	Unit	Item Description	Commodity Description	Unit Price	Amount
1	0		Approved purchase of (8) 2023 International HV507 SFA Snowe Plow Trucks Piggyback off Sourcewell Contract 060920-NVS Harford County Contract # 22-063 These units will be build according to Harford County Specifications on proposal# 16459-02 dated 6/24/2021	Approved purchase of (8) 2023 International HV507 SFA Snowe Plow Trucks Piggyback off Sourcewell Contract 060920-NVS Harford County Contract # 22-063 These units will be build according to Harford County Specifications on proposal# 16459-02 dated 6/24/2021		$1,564,007.76

Total: $1,564,007.76

By: _____
Director of Procurement or Designee

MARYLAND DEPARTMENT OF TRANSPORTATION - MARYLAND PORT ADMINISTRATION
PURCHASE ORDER

TO: BELTWAY INTERNATIONAL LLC
1800 SULPHUR SPRING ROAD
BALTIMORE MD 21227-2549

PURCHASE ORDER NO. P3205995
REQUISITION NO. R3013035
ITB NO. R3013035
BPO ID NO.

FEIN: V522059895

DATE	TERMS:	F.O.B.	TOTAL AMOUNT
08/31/2021	NET 30	DESTINATION	

LINE NO	INVENTORY #	DESCRIPTION	QUANTITY/UNIT	COST/UNIT	($)
001		TRUCKS (OVER ONE TON CAPACITY)	5.00EA	179,957.00	899,785.00

(5) DUMP TRUCKS TO BE EQUIPPED WITH SNOW REMOVAL EQUIPMENT

THIS CONTRACT IS IN ACCORDANCE WITH THE IFB NO. R3013035, MDOT MPA'S TERMS AND CONDITIONS FOR CONTRACTS FOR SUPPLIES OVER $50,000, AMENDMENT NO. 1, BID/PROPOSAL AND CONTRACT AFFIDAVITS DATED 8/16/21, VENDOR'S BID SUBMITTED ON 8/16/21, AND VENDOR'S EMAILS DATED 8/25/21 AND 8/27/21 CLARIFYING AND CONFIRMING SPECS.

CONTACT: ROBERT WOOD @ 410-633-1052

DELIVERY 12/01/2021

TOTAL
899,785.00

ACCOUNTING INFORMATION J03 22 02525 1402 19610040

SHIP TO: DUNDALK MARINE TERMIN 2700 BROENING HWY. BALTIMORE MD 21222

BILL TO: WORLD TRADE CENTER 401 E. PRATT STREET BALTIMORE MD 21202

IMPORTANT INSTRUCTIONS:
A. Mail invoices in duplicate with bills of lading to the "Bill To" address above.
B. Show Purchase Order number & part numbers on all invoices, shipping papers, receipts, etc.
C. Furnish Packing Slip or delivery receipt showing Purchase Order number.
D. Tax exempt numbers: Maryland - 3000256-3 and Federal 52-6002033.
E. Vendor MUST advise Common Carriers that we are exempt from Transportation Tax.

SUBJECT TO TERMS AND CONDITIONS SHOWN ON THE REVERSE OR ATTACHED HERETO.

FEDERAL TAX ID or SOCIAL SECURITY NUMBER MUST APPEAR ON THE INVOICE.

MARGIE KOPPELMAN

Phone: 410-385-4835 FAX: 410-347-0780
IS THE CONTACT PERSON FOR ALL INQUIRIES.

APPROVED FOR PURCHASE BY: Margie Koppelman 8/31/21
Purchase Authorization Date

Herbert Dennis, Warden, Detention Center
12/14/2021
County Commissioners Meeting

Item Summary:
FY2022 Maryland Community Criminal Justice Treatment Program Funding Increase

ATTACHMENTS:

Description

12.14.21 Maryland Community Criminal Justice Treatment Program (MCCJTP), Behavioral Health Services, Funding Increase

09.29.20 Amendment, FY2021 Maryland Community Criminal Justice Treatment Program (MCCJTP) Amendment to Kent County Contract by and Between Mid Shore Behavioral Health, Inc. and Kent County, Detention Center Case Manager

The Maryland Community Criminal Justice Treatment Program (MCCJTP) has been active in the mid-shore region since FY2011. MCCJTP provides behavioral health services to individuals who are incarcerated in any of the five mid-shore county detention centers. The contract is managed by the mental health authority/core service agency for the mid-shore region, Mid Shore Behavioral Health, Inc. (MSBH). Individuals who present at the detention centers with any determined behavioral health needs, should have access to quality treatment.

MCCJTP serves individuals who meet the prioritization levels (serious mental illness) identified in the contracts' Condition of Award (COA). The award enables the vendor, *Wellpath*, to screen, diagnose, and provide treatment by a licensed clinician and psychiatrist or a Certified Psychiatric Nurse Practitioner (CRNP), in person or via telehealth. Treatment includes medication management, individual or group therapy, and short-term crisis intervention. *Wellpath* staff also provide case management help and linkage to community services upon the individual's release from the detention center.

The need and utilization of the MCCJTP has steadily increased since its inception, while the MCCJTP award had remained the same, until recent years. Over the past 10 years, the grant funds have increased (insert percentage here). In FY2011, the Kent MCCJTP was awarded $30,309 this amount did not increase until MSBH requested Over the Allocation (OTA) funds from the Behavioral Health Administration (BHA) during FY2019. The increase was requested based on the need for an additional Mental Health Coordinator and a Case Manager for the mid-shore region. Previously, there was one MH Coordinator who serve ALL of the detention centers in the mid-shore region.

The FY20 OTA funds request was granted and increased the original amount by 59% to total $48,309 for FY21. A licensed Mental Health Coordinator was hired to serve both the Kent and Queen Anne's County Detention Centers. In June 2022, BHA notified MSBH of a COLA increase of 3.5%. With this increase, the contract amount for the FY22 Kent County MCCJTP is $50,000.00.

MCCJTP 4 year Historical Progression

	FY19 AWARD	FY19 MONTHLY	FY20 AWARD	FY20 MONTHLY	FY21 AWARD	FY21 INCREASE	FY21 MONTHLY	FY22 AWARD	FY22 COLA INCREASE	FY22 NEW AWARD	FY22 MONTHLY
Kent	$30,309	$2525.75	$30,309	$2525.75	$48,309	$18,000	$4,025.75	$48,309	$1691	$50,000	$4166.67

It is our hope to continue oversight of this contract, as the core service agency and that Kent County Detention Center will be fully equipped and staffed to serve the forensic population that are housed accordingly.

MID SHORE
BEHAVIORAL HEALTH
RESOURCES, GUIDANCE, WHOLENESS, & HOPE

28578 Mary's Court, Suite 1
Easton, MD 21601
410-770-4801

August 27, 2020

RE: FY21 MCCJTP Kent County Contract Amendment

Dear Valued Provider,

We are excited to share that your county will be receiving additional resources to support the FY21 MCCJTP Contract. With approval of the Behavioral Health Administration (BHA) Over the Allocation funds, the Kent County Detention Center is eligible to hire a .5 FTE Case Manager. We hope that this position will offer discharge and reentry assistance for returning citizens.

Attached please find the FY21 contract amendment. The amendment corrects the allocation of additional funding (supporting three jurisdictions versus two) and includes a revised Scope of Work (Appendix 1) that specifies the additional services to be provided. The new contract amount is $48,309, representing FY20 contract amount of $30,309 plus $18,000 addition funding.

If you have any questions or concerns about this information, please contact our Finance Director Patricia Doyle pdoyle@midshorebehavioralhealth.org or our MCCJTP Behavioral Health Coordinator Sherone Lewis slewis@midshorebehavioralhealth.org.

Sincerely,

Kathryn G. Dilley, LCSW-C

Executive Director

FY21 Maryland Community Criminal Justice Treatment Program

(MCCJTP)

Amendment to Kent County Contract

$48,309

This amendment (The "Amendment") is made by Mid Shore Behavioral Health, Inc. ("MSBH"), a non-stock corporation organized under the laws of the State of Maryland, and County Commissioners of Kent County ("Provider"), parties to the MCCJTP Contract (the "Agreement") dated July 1, 2020 for the term of July 1, 2020 through June 30, 2021.

The Agreement is amended as follows:

The contract price is increased by **$18,000 from the FY20 contract price.** The contract price will not exceed **$48,309**.

The Scope of Services (Agreement Appendix 1) has been amended to reflect the changes resulting from the increase and is attached.

Except as set for in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

WITNESS/ATTEST:

_____

MID SHORE BEHAVIORAL HEALTH, INC.

By:_____

Kathryn G. Dilley, Executive Director

Date:_____

Sidney M. Blackistone

COUNTY COMMISSIONERS OF KENT COUNTY

By: P. Thomas Mason

P. Thomas Mason, President
Kent County Commissioners

Date: 09/29/20

MID SHORE
BEHAVIORAL HEALTH

APPENDIX 1

FY21 MCCJTP – Kent County
Scope of Work

County Commissioners of Kent County, Maryland agrees to:

1. Contract for the provision of behavioral health services to individuals who are incarcerated in the detention center. The behavioral health vendor will develop a program at the detention center that will meet the following conditions:

    a. Screen justice involved individuals for behavioral health treatment.
    b. Assess and identify individuals in the detention center who meet the priority population criteria for serious mental illness (SMI) and/or are at risk for reinstitutionalization. A Serious Mental Illness (SMI) is defined as having a diagnosable mental, behavioral, or emotional disorder that meets criteria in the DSM-V and that results in functional impairment that substantially interferes with or limits one or more major life activities. Per Maryland's Public Behavioral Health System, an individual with an SMI is 18 years old or older and meets the DSM V criteria for the following diagnostic codes: 295, 296.1, 296.2, 296.1, 296.4, 296.5, 296.6, 296.7, 296.8, 296.9, 296.23, 296.24, 296.33, 296.34, 297.1, 298.9, 301.22, 301.83.
        i. For the sole purpose of jail-based behavioral health treatment, an individual under the age of 18 detained as an adult who meets the priority population diagnosis/SMI criteria is eligible for treatment.
    c. Deliver behavioral health treatment and case management services to individuals identified in Section 1a and 1b as detailed below:

        i. Psychiatry

        A Maryland licensed psychiatrist and/or a Maryland licensed Certified Registered Nurse Practitioner-Psychiatric Mental Health (CRNP-PMH) shall provide psychiatric treatment:

            1. Through tele-psychiatry, when appropriate, to eligible inmates as referred and recommended by a Maryland licensed behavioral health professional employed by the detention center.
            2. When tele-psychiatry is not appropriate or prevented due to technical failure, a Maryland licensed psychiatrist and/or a Maryland licensed Certified Registered Nurse Practitioner-Psychiatric Mental Health (CRNP-PMH) shall provide face-to-face psychiatric treatment as not to disrupt the treatment plan.
            3. The evaluation tool to determine appropriateness for tele-psychiatry as a viable treatment method to be submitted to the Behavioral Health Administration's Coordinator of Special Programs at the Office of Crisis and Criminal Justice Services.

FY21 MCCJTP – Kent County
Scope of Work

4. Medication management, excluding the purchase of medication, shall be provided per treatment plan.
5. Tele-psychiatry may be used as a primary service provided the following:
    a) Documentation must be included in the individual's chart and show that the inmate was made aware of the tele-psychiatric services he/she was to receive and consent was obtained.
    b) Tele-psychiatry was appropriate clinical treatment for the individual inmate.
    c) Electronic transmission of the individual's session, including any information that identifies the individual, fully complies with HIPAA regulations.
    d) That the session was absent of equipment, connectivity, and transmission failures.
    e) Inmate's response satisfied/unsatisfied with tele-psychiatry.
    f) A psychiatrist and/or Certified Registered Nurse Practitioner-Psychiatric Mental Health (CRNP-PMH) shall be employed for a minimum of two (2) hours a week (104 hours annually).

ii. Psychotherapy

A licensed mental health professional shall conduct:

1. Mental health screenings
2. Mental health assessments
    a) To determine appropriateness of inmate participation in tele-psychiatry treatment
    b) Document appropriateness in inmate's chart
    c) Individual and/or group therapy sessions
    d) Short term crisis intervention

A licensed mental health professional(s) shall be employed for a minimum of six (6) hours a week (312 hours annually)

iii. Case Management

A case manager shall be employed in Kent County and provide:

1. Referral and coordination of community support services.

MID SHORE
BEHAVIORAL HEALTH

FY21 MCCJTP – Kent County
Scope of Work

2. Advocacy for "mainstream" services.
3. Monitoring post-release compliance with treatment.
4. The case manager shall be employed for twenty (20) hours a week (1,040 hours annually).

2. Ensure that the above mentioned services are delivered and/or provided to a minimum of seventy-five (75) assessed and fifty (50) unduplicated individuals served.

3. Participate in 3 of 4 Quarterly Eastern Shore Behavioral Health Services Network (BHSN) meetings in addition to attending BHSN workgroups on an ongoing basis (either in person or via alternative options provided by MSBHS) to address service delivery issues in the region.

4. Provide a copy of contract with service provider to Mid Shore Behavioral Health, Inc. (MSBH).

5. Onsite detention center designee to attend annual SIMS meeting as scheduled.

6. Ensure that detention center staff members and those involved with MCCJTP participants receive training in effective methods to work with participants; report on trainings to MSBH in Annual Narrative.

7. Demonstrate efforts to attain co-occurring capability as an organization/agency or advocate for access to co-occurring services.

8. Attend all MSBH contract meetings as scheduled.

9. Submit a copy of agency's disaster preparedness plan.

APPENDIX 3

MID SHORE
BEHAVIORAL HEALTH

FY21 MCCJTP – Kent County
Invoice

To: **Mid Shore Behavioral Health, Inc.**
28578 Mary's Court, Suite 1
Easton, Maryland 21601

From: **Correctional Care Solutions**
1283 Murfreesboro Rd, Ste 500
Nashville, TN 37217

For: Month of _____

Date: _____

Amount: $4,025.75

Date of Service	Service Description	Total Hours of Service	Amount

Invoice submitted by: _____

Herbert Dennis, Warden, Detention Center
12/14/2021
County Commissioners Meeting

Item Summary:
Medical Assistance Treatment (MAT) Program

ATTACHMENTS:

Description

12.14.21 Memorandum of Understanding By and Between The University of Maryland Baltimore, Conmed, LLC, and Kent County Detention Center, Medical Assistance Treatment (MAT) Program

Memorandum of Understanding

This Memorandum of Understanding, entered into on May 24, 2020 ("**Effective Date**"), by and between **The University of Maryland, Baltimore,** a public university that is part of the University System of Maryland, a public corporation and an instrumentality of the State of Maryland ("**UMSM**"), having an address at 620 West Lexington Street, 4th Floor, Baltimore, MD 21201-1508, **Conmed, LLC** ("**Conmed**"), located at 1283 Murfreesboro Road, Nashville, TN, 37217, and the **Kent County Detention Center** ("**County**"), located at 104 Vickers Drive, Suite A, Chestertown, MD 21620 for the purpose of providing treatment with Buprenorphine services ("**tMOUD**") for medically appropriate patients through telemedicine in a rural criminal justice setting.

A Conmed qualified healthcare worker will screen patients at intake for Opioid Use Disorders (OUD). If the patient screens positive for OUD, and is not released on bail, they are asked if they are interested in a referral to hearing about Buprenorphine medication treatment through the tMOUD program. If the patient identifies at intake that they are currently in a treatment program, a release of information will be completed at intake and faxed to the named treatment facility for verification. Patients will be placed on Conmed's detox protocol until either verification is received and/or the patient is evaluated by the provider and an alternate treatment is offered.

Patients interested in participating in the tMOUD program will be placed on the UMSM doctor's Telemedicine schedule. Telemedicine clinics will be held on Monday through Friday via a secure platform. Telemedicine treatment consent and HIPAA authorizations will be obtained prior to the first tMOUD treatment encounter. Follow-up Telemedicine counseling sessions will be required after an initial tMoud appointment, at intervals in accordance with specific patient needs.

Correct Rx will provide the Buprenorphine required for the tMOUD program. All Buprenorphine doses received will be verified with the patient name and dose to ensure accountability. A Conmed qualified healthcare worker will document per Conmed's policy all Buprenorphine received in the controlled substance log book. Under the direction of the prescribing Buprenorphine provider, a Conmed qualified healthcare worker will administer the medication to the patient daily, as prescribed.

This MOU may be terminated by any party upon thirty (30) days' written notice to the other parties.

Each party agrees to be responsible for their own acts and omissions as it pertains to their respective responsibilities as established by this MOU.

The Parties to this MOU have no financial obligations between them as it relates to any of the service provided under this MOU.

IN WITNESS WHEREOF, each Party has entered into this Memorandum of Understanding, effective as of the Effective Date.

AGREED TO AND ACCEPTED AS STATED ABOVE:

The University of Maryland Baltimore

10/22/2021

Emmanuel Shodeinde, JD

Assistant Director, Contracts

Sponsored Programs Administration

Kent County Detention Center

P. Thomas Mason 12/14/21

Name

President

Title

Conmed, LLC

Name

Title

Herbert Dennis, Warden, Detention Center
12/14/2021
County Commissioners Meeting

Item Summary:
Pay Tel Master Service Agreement Addendum

ATTACHMENTS:

Description

12.14.21 Master Service Agreement Addendum No. 2 with Pay Tel Communications, Inc. for Services and Equipment for Kent County Detention Center Inmate Calling

04.23.19 6662 Master Service Agreement with Pay Tel Communications, Inc. for Services and Equipment for Kent County Detention Center Inmate Calling

6.30.20 Master Service Agreement, Addendum No. 1, with Pay Tel Communications for Kent County Detention Center Inmate Calling

MASTER SERVICES AGREEMENT
ADDENDUM NUMBER 2

This Addendum, entered into the 14th of December, 2021, between Kent County, Maryland "Customer") of the one part and Pay Tel Communications, Inc. ("Pay Tel") of the other part modifies the Master Services Agreement dated April 23, 2019, hereafter referred to as the "Agreement".

For and in consideration of the mutual promises and covenants contained herein, Pay Tel and Customer hereby agree to modify the Agreement as follows:

1. **3.0 Term.**
The current term will be extended by three (3) years from the current expiration date of June 18, 2027. The new expiration date is June 18, 2030. This Agreement shall be automatically renewed for successive one (1) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term.

2. **6.0 Equipment and Services Provided by Pay Tel.** The following language is hereby added to paragraph 6.11:

6.11.1 Pay Tel will provide Customer with inteleSCAN™ off-site postal mail scanning solution.

6.11.2 Pay Tel will work with Customer's current Offender Management System (OMS) vendor to facilitate an interface to enable automated sharing of inmate information in place of manual entry. Pay Tel agrees to pay the initial interface fee charged by the OMS vendor not to exceed $7,500.

3. Except as expressly modified by this Amendment, the provisions and conditions of the Agreement shall remain in full force and effect.

KENT COUNTY, MARYLAND
A body corporate and politic

By: P. Thomas Mason

By: P. Thomas Mason (Printed)
Authorized Agent for Customer

Title: President

Date: 12/14/21

Attest: Lacey I. Cox

PAY TEL COMMUNICATIONS, INC.

By: _____

By: Vincent Townsend (Printed)

Title: President, Pay Tel Communications, Inc.

Date: _____

Attest: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "Agreement") is made and entered into this 23rd day of April, 2019 by and between Kent County, Maryland ("Customer") of the one part and Pay Tel Communications, Inc., a North Carolina Corporation ("Pay Tel") of the other part,

WHEREAS, Customer and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive provider of enabled and secured inmate communications services to inmates as outlined in Exhibit A, such services generally originate or relate to communications within Customer Premises Facility (hereinafter sometimes "Premises" as identified in Exhibit B (hereinafter sometimes "Services"); and

WHEREAS, Customer understands the cost to Pay Tel associated with providing such Services and Customer agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

Customer, acting in its proprietary capacity, warrants by its/their signature that the requisite approval has been obtained to bind any authority having jurisdiction over the Premises including the requisite authority sufficient to bind Customer to agreements of the size, nature and term covered by this Agreement.

2.0 LOCATION

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit B attached hereto (the "Premises") except as set forth below.

2.2 Customer acknowledges and agrees during the original or any renewed term of this Agreement that if Customer commences operations at any location other than the Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.0 TERM

3.1 The term of the Agreement shall commence upon the first use of Services and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive one year (1) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 10.1 below.

3.2 Unless specifically exempted in Exhibit A, Customer shall not allow any other party the right to supply the same or similar Services at the Premises during the original or any renewed term of this Agreement.

4.0 COMPENSATION

4.1 Customer agrees reasonably to assist Pay Tel in its efforts to prevent losses and fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent activity whether such perpetrators are located inside or outside the Premises.

4.2 The parties acknowledge and understand that this Agreement is subject to the provisions of state and federal laws and regulations, and Pay Tel can only provide Services in compliance with all applicable rules and regulations, including those rules and regulations promulgated by the

Federal Communications Commission ("FCC") and state Public Utility Commissions ("PUCs"). If there are any changes or new interpretations of existing laws or regulations by the FCC, PUCs or any other governmental body that conflict with the terms of this Agreement, the parties hereto understand and agree that the provisions of this Agreement will need to be amended to conform to those legal requirements. If Pay Tel is aware of the likely passage or promulgation of any material change to law or regulation, it will endeavor to give as much notice as possible of the pendency of such change. As soon as Pay Tel has actual notice of any change that materially affects the terms of this Agreement, it will provide Customer at least twenty (20) days prior written notice of any change that will require amendment of this Agreement. If Customer objects to any such change in writing within twenty (20) days of receipt of notice, Customer's objection will be resolved by application of the dispute resolution provision of Section 8.2. During the pendency of the dispute, however, any proposed amendment made to conform to state or federal law will be deemed to be in effect.

4.3 Pay Tel will make compensation payments as set forth in Exhibit C. This Exhibit C will be modified in the event of a material change in the operation of the facility as further described in Section 4.4

4.4 Any compensation required to be paid under this Agreement is based on information provided by Customer and contingent on the cooperation of Customer as well as Customer's vendors whose services affect Pay Tel's ability to earn revenue. Customer understands and agrees that any material change to this cooperation or events as set forth in this section may constitute a material change to the information upon which Pay Tel reasonably relied to set the compensation rates set forth in this Agreement. If there is a material change in cooperation or regulations that affect this Agreement, Pay Tel and Customer will work together to modify the terms of this Agreement in light of both the Customer's and Pay Tel's respective interests.

The following list provides examples of items that will affect the generation of revenue for Customer and Pay Tel,

1. A sustained reduction in Inmate population.
2. Unreasonable restriction of inmate access to Pay Tel Services during normal awake hours (even restrictions imposed for security or disciplinary purposes.)
3. Other restriction of Pay Tel's ability to provide comprehensive inmate communications Services defined in Exhibit A.
4. Interference or lack of cooperation by Customer- selected-vendors such as the provider of Jail Management Software and/or Commissary companies whose lack of cooperation, for example, would inhibit Pay Tel's ability to commence or fully implement the installation of its equipment or provision of services to enable real-time transfer of money for the purpose of debit calling and/or messaging,
5. Lack of availability of products or services anticipated by this Agreement.
6. Any other action by Customer or Customer-selected vendors that unreasonably impede the use of Pay Tel equipment and Services by Inmates.
7. Regulatory changes that prohibit or mandate current pricing for Services.

5.0 COOPERATIVE PURCHASING

To the extent other County Boards, Sheriff's Offices, Regional Jail Authorities or Corrections Departments within the state of Maryland ("Similar Parties") may desire to obtain services as generally described in this Agreement, that such Similar Parties may elect to enter into an agreement with Pay Tel for similar services. Exact terms may be adjusted as necessary to meet the unique requirements of each organization.

6.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

6.1 Pay Tel will provide, install and operate equipment at the Premises necessary to provide the Services set forth in Exhibit A attached hereto.

6.2 The placement of any equipment to be provided at the Premises will be determined by Pay Tel in consultation with the Customer and may be adjusted as necessary.

6.3 In the event that Pay Tel has agreed to provide limited free services, such services are understood to be provided only as set forth in Exhibit D. Paragraph 4.4 is incorporated into this paragraph by reference.

6.4 Unless otherwise provided in Exhibit C, all Services will be provided by Pay Tel at its expense.

6.5 Customer will provide space and necessary utilities to support the provision of Services.

6.6 Pay Tel will charge rates for all Services that are compliant with the FCC and any applicable PUC.

6.7 Any equipment provided by Pay Tel hereunder associated with the operation of the Services is agreed by Customer to be the personal property of Pay Tel and is not intended to be a permanent fixture. It is the express intention of both Customer and Pay Tel that such equipment is and shall continue to be personal property of Pay Tel. All equipment provided by Pay Tel in connection with its services will be removed by Pay Tel at the end of the term of this Agreement, including termination of this Agreement pursuant to Paragraph 8.1 hereof. Following termination for whatever reason, Pay Tel shall have the absolute right to recover its Equipment at any reasonable time wherever it is then located. Customer agrees to provide access and to facilitate such removal. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

6.8 Pay Tel agrees to maintain its equipment in good operating condition, as further described in Exhibit E herein. In order to do so, Pay Tel shall have the right during normal business hours to enter the Premises to perform necessary maintenance and repairs as well as for purposes of inventory control. In order to trigger a service event, Customer must promptly notify Pay Tel of any malfunctions or loss of service.

6.9 Nothing herein shall require or obligate Pay Tel to perform maintenance or repairs to equipment that Pay Tel did not install or separately agreed in writing to repair or maintain.

6.10 Pay Tel agrees that its equipment will conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Customer shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

7.0 LIMITED LICENSE

In order to allow Services, Customer hereby grants to Pay Tel's employees and to the company a limited license to act under its law enforcement authority to record and manage inmate communications. Call recordings, emails or other electronic information ("Electronic Data") may be in Pay Tel's custody or control for periods of time and such custody and/or control shall be deemed under the authority of Customer's law enforcement personnel and any direction from Customer to Pay Tel and its employees with respect to such Electronic Data shall be deemed to be under a limited license to provide such data to law enforcement officials or to use for legitimate business purposes. Pursuant to this Agreement, Customer grants to Pay Tel a perpetual limited

license to a) comply with requests submitted to Pay Tel by any representative of Customer; b) disclose electronic data or physical forms of such data to Customer's representatives; c) utilize such data in order to perform functions necessary to provide Services; d) monitor such data to prevent fraud; e) monitor such data for equipment quality control and maintenance purposes; f) use the data in connection with legitimate business purposes; and g) Pay Tel will notify Customer's designated administrative contact of any requests to Pay Tel from Law enforcement or other authorities as soon as is practically possible.

8.0 Termination

8.1 Customer may terminate this Agreement in the event of an uncured material breach. Customer shall be required to give written notice to Pay Tel of any alleged material breach in strict conformance with Paragraph 10.1. Pay Tel shall have a right to cure any such breach within thirty (30) business days of receipt of written notice. This thirty (30) day cure period will be suspended and must be extended for an additional ninety (90) days if such cure has begun, is being diligently pursued but cannot reasonably be effected within the initial thirty (30) day period. Additional extensions may be granted by mutual agreement. Notwithstanding the above, Customer reserves the right to terminate the Agreement for convenience in the event of a material breach.

8.2 In addition to objections arising under Section 4.2, or if any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Customer to the attention of the Warden of the Kent County Detention Center and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to section 10.6 of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Customer to the attention of the Warden of the Kent County Detention Center.

8.3 Customer may terminate this Agreement for any reason in the customer's discretion upon 90 days written notice to Pay Tel.

9.0 SUCCESSORS IN INTEREST

9.1 Customer agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment for use in providing Services. . This Agreement shall be binding upon the successors and assignees of both Customer and Pay Tel, including, without limitation, any financial institution providing financial accommodations to Customer or Pay Tel.

10.0 MISCELLANEOUS PROVISIONS

10.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Customer addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of receipt shall be deemed to be the date of giving such notice.

10.2 This written document, including Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Customer and Pay Tel.

10.3 This Agreement shall be construed in accordance with the laws of the State of Maryland.

10.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable

under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

10.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.

10.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the commercial rules governing arbitration of the American Arbitration Association. The exclusive venue for such arbitration shall be Greensboro, North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed and judgment entered by any court having jurisdiction over the parties.

11.0 LIMITATION OF LIABILITY

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, PAY TEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY CAUSE OR CIRCUMSTANCE INCLUDING WITHOUT LIMITATION, LOSS OR CORRUPTION OF ELECTRONIC INFORMATION DUE TO BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER FAULT OR CIRCUMSTANCE. FURTHERMORE, PAY TEL'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF COMPENSATION OTHERWISE DUE CUSTOMER DURING THE PERIOD IN QUESTION OR THE PRECEDING ONE YEAR PERIOD, WHICHEVER IS SHORTER.

This Agreement entered into as of the day and year first written above.

KENT COUNTY, MARYLAND
A body corporate and politic

By: P. Thomas Mason (Seal)

By: P. Thomas Mason (Printed)
Authorized Agent for Customer

Title: President

Date: 04/23/19

Attest: Sylvia M. Bladuston

Address: 400 High Street
Chestertown, MD 21620

Phone: 410-778-4600

PAY TEL COMMUNICATIONS, INC.:

By: Vincent Townsend (Seal)

By: Vincent Townsend (Printed)

Title: President

Date: 4/29/19

Attest: Katelyn Armfield

Account Representative: MIKE ADKINSON

Address: Post Office Box 8179
Greensboro, North Carolina 27419

Phone: 336-852-7419

EXHIBIT A

SERVICES & EQUIPMENT

Services Included:

- Inmate calling via phone, tablet or kiosk
  - Direct Billed Collect
  - Prepaid Collect
  - Debit (and/or Debit Card)
- inteleTABLET™
- inteleMESSAGE™ Inmate Messaging (Required)
- inteleVOICE™ Inmate voice biometric identification

Equipment Summary

Pay Tel CenturionITS™ Centralized Inmate Telephone System sized to support:

- Fully Automated Collect, Prepaid Collect and Debit Calling Options
- 16 Stainless Steel Inmate Telephone Instruments (Standard Wall Mount)
- 4 Stainless Steel Visitation Phone Instruments (Visitor single handset)
- 4 Stainless Steel Visitation Phone Instruments (Inmate with keypad)

The following additional communications equipment and/or services will also be provided:

- 1 Telecommunications Device for the Deaf as needed to meet facility and ADA requirements
- 1 Optional Video Relay Service (VRS) Tablet or Kiosk
- 30 inteleTABLET™ Devices
- 3 inteleTABLET™ Devices (Spare)
- TBD inteleTABLET™ Charging Stations
- Secure Access to ITS from County PCs and/or Laptops
- Sufficient redundant storage capacity to support 5 years of call detail records and 2 years of recordings

EXHIBIT B

PROPERTY DESCRIPTION

The Premises which is the subject of this Agreement:

Kent County Detention Center
104 Vickers Drive, Unit A
Chestertown, MD 21620

EXHIBIT C

RATES & COMPENSATION

Inmate Phone Calls

Call Type	Pay Tel Per Minute Rate	Facility Compensation
Local	$.10	42%
IntraLATA	$.16	42%
InterLATA	$.16	42%
Interstate	$.16	N/A
International 10-Digits – Canada, Puerto Rico, US Virgin Islands, Guam	$.16	N/A
International Mexico	$.75	42%
International Other	$.75	42%

**Applicable local, state and federal taxes and mandatory regulatory fees will be applied in addition to the above rate per minute without markup or additive.*

Other Services

Service	Rate	Facility Compensation
inteleMESSAGE™	$.50	20%

EXHIBIT D

SPECIAL CONFIGURATION SETTINGS

Free Calls

Description	Quantity	Duration Limit
Free Local Calls	Via designated phone in booking area	3 Minutes
Other		

Other

Description	Setting
Default Call Duration Limit	15 Minutes
Default Phone Operating Hours	To be determined

EXHIBIT E

SERVICE COMMITMENT

Pay Tel will use its best efforts to satisfy its customer and will operate generally in accordance with the following:

Local Representation

All local technicians utilized for this project will be trained by Pay Tel and certified to perform all potential repairs associated with the proposed inmate telephone service.

On-Site Inventory of Spare Equipment

Pay Tel will provide and maintain on-site inventory of spare components to minimize the time to repair. Where possible, rack mounted spares will be pre-installed and ready to be swapped in the event of component failure.

Service Response Commitment

PAY TEL SERVICE ACTION LEVELS
ROUTINE TELEPHONE INSTRUMENT REPAIR COMMITMENT

Level	Definition	Commitment**
Minor Telephone Repair	Less than 20% of the phones in any given living unit or pod are in need of repair	Repair to be performed within three (3) business days.
Major Telephone Repair	20% or more of the phones in any given living unit or pod are in need of repair	Repair to be performed during special scheduled visit as requested by Facility point-of-contact.

** *Pay Tel reserves the option to combine specially scheduled Telephone Repair visits with upcoming preventative maintenance activity planned for later the same month.*

OPERATIONS CENTER PREVENTATIVE MAINTENANCE COMMITMENT

Routine Maintenance is the proactive work to address service enhancements, architecture modifications, infrastructure upgrades, and equipment replacement or reconfiguration.

Pay Tel will make every attempt to perform server maintenance at Pay Tel's corporate data center and disaster recovery site during our normal maintenance window of 1am thru 6am EST. If server maintenance will result in system downtime, facilities will be notified via a bulletin on the Administrator interface with a minimum of 24 hours notice under normal circumstances.

Pay Tel's Inmate Telephone Service System (ITS) has been designed to minimize service interruption and ensure a carrier class level of uptime. Through the use of 24/7 monitoring of all critical systems to the utilization of redundant equipment at every layer Pay Tel strives to provide a 99.999% service level to all of our customers.

Pay Tel commits to a proactive approach to service and support, including preventative maintenance (as further described in the table below) and routine repairs of phone instruments. If a service call is initiated prior to a scheduled site visit, the local technician may opt to perform preventative maintenance while on site following the repair activity.

ON-SITE PREVENTATIVE MAINTENANCE COMMITMENT

Item	Description	Commitment	Penalty
Preventative Maintenance	Pay Tel will schedule a Preventative Maintenance (PM) Visit to the Site a minimum of once per quarter to complete any open phone repairs and to inspect inmate telephones and related equipment as outlined in Pay Tel's Preventative Maintenance Checklist.	Scheduled PM Visit (minimum) once per quarter	Failure to perform Preventative Maintenance as scheduled: $500 per missed appointment

* *Pay Tel is not liable for penalties if preventative maintenance visit is cancelled or rescheduled by the Facility.*

The following chart outlines the three Service Level Agreements for System Service Outages. Preventative Maintenance and Routine Phone Repair Commitments are addressed on the previous page.

PAY TEL SERVICE ACTION LEVELS for ITS SYSTEM SERVICE OUTAGE

Level	Definition	Time-Line	Commitment	Notification Intervals
ALL	ALL Issues	<15 Minutes	**Initial Response:** to generate trouble ticket Assess Issue & Assign Severity Level	
1 – Minor	Less than 10% of the system is not responding	< 2 Hours No Later than Next Business Day No Later than Next Business Day	**Follow-up Response:** Diagnose problem, determine course of action and engage necessary resources **On-site Commitment** (when needed) **Corrective Action Expectation**	**2 Hours** **6 Hours** **12 Hours** **Next Business Day**
2 – Serious	Between 10% and 25% of the system is not responding	< 1 Hour <12 Hours <12 Hours <1 week	**Follow up Response:** Diagnose problem, determine course of action and engage necessary resources **On-site Commitment** (when needed) **Corrective Action Expectation** **Post-event Report** & action plan to avoid future issues of this kind (if applicable)	**30 Minutes,** **2 Hours** **4 Hours** **12 Hours**
3 - Major	Over 25% of the system is not responding	< 30 Minutes <4Hours <4 Hours <1 week	**Follow up Response:** Diagnose problem, determine course of action and engage necessary resources **On-site Commitment** (when needed) **Corrective Action Expectation** **Post-event Report** & action plan to avoid future issues of this kind (if applicable)	**30 Minutes** **45 Minutes** **2 Hours** **4 Hours**

Note: On-site commitments may be adjusted as agreed or required by the designated County Contact.
(All times noted are measured from the time an issue is reported.)

Pay Tel commits to meeting the Response Commitments and Notification Intervals specified above. We will pay a penalty of $100 per event if we fail to meet Response Commitments or Follow-up Notifications.

* Pay Tel is not liable for payment of penalties if technicians are denied access to the Facility, nor for circumstances beyond Pay Tel's reasonable control (i.e. Acts of God, war/civil unrest, events that impact the telecommunications network(s) utilized to provide service.)

MASTER SERVICES AGREEMENT
ADDENDUM NUMBER 1

This Addendum, entered into the 30 of June, 2020, between Kent County, Maryland "Customer") of the one part and Pay Tel Communications, Inc. ("Pay Tel") of the other part modifies the Master Services Agreement dated April 23, 2019, hereafter referred to as the "Agreement".

For and in consideration of the mutual promises and covenants contained herein, Pay Tel and Customer hereby agree to modify the Agreement as follows:

1. **3.0 Term.**
The current term will be extended by three (3) years from the current expiration date of June 18, 2024. The new expiration date is June 18, 2027. This Agreement shall be automatically renewed for successive one (1) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term.

2. **6.0 Equipment and Services Provided by Pay Tel.** The following language is hereby added as paragraph 6.11:

6.11 Additional Technology. As the Customer's sole and exclusive provider of inmate communication services (including phone calls, messaging and video visitation), Pay Tel will provide Customer with the following additional services and technology:

6.11.1 Pay Tel will provide Customer with Video Visitation technology to support on-site and remote visitation as further described in Attachment A to this Addendum.

3. Except as expressly modified by this Amendment, the provisions and conditions of the Agreement shall remain in full force and effect.

KENT COUNTY, MARYLAND
A body corporate and politic

By: P. Thomas Mason

By: P. Thomas Mason (Printed)
Authorized Agent for Customer

Title: President

Date: 6/30/20

Attest: Jamie Watson

PAY TEL COMMUNICATIONS, INC.

By:_____

By: Vincent Townsend (Printed)

Title: President, Pay Tel Communications, Inc.

Date:_____

Attest:_____

PAY TEL – KENT COUNTY, MARYLAND

MASTER SERVICE AGREEMENT
AMENDMENT NUMBER 1

ATTACHMENT A

Video Visitation Solution:

- 11 **inteleVISIT™** wall-mounted inteleKIOSK™ devices configured to provide
  - On-site video visitation from **2 visitor kiosks**
  - Remote and On-site video visitation from **9 inmate-facing kiosks**
  - Exact quantity to be determined following implementation planning site survey
- Pay Tel will perform the installation and training.
- Pay Tel will install necessary wiring for the Kiosks
- Pay Tel will provision the internet bandwidth necessary to support the video visitation product
- Pay Tel will coordinate the delivery, installation and training schedule with the facility
- Customer is responsible for any seating, partitions or other furniture desired to support video visitation

Video Visitation Proposal
Presented to
Kent County, Maryland

May 15, 2020

Pay Tel Communications, Inc.
4230 Beechwood Drive
Greensboro, NC 27410

Mike Bronson, Regional Account Manager
(866) 729-8352 x311

Rick Lubbehusen, Vice President Sales & Marketing
(866) 729-8352 x325

SERVICES AND TECHNOLOGY PROPOSED

- Continuation of Inmate Telephone Service using Pay Tel's **CenturionITS™** Platform
  - Collect, Prepaid Collect and Debit Calling
  - No change to current rates and commissions
  - Growing list of Investigative Tools, including **inteleTRACK™** Alerts, **inteleLINKS™** dynamic data mining tool, and more
- Continuation of **inteleTABLET™** - Pay Tel's multifunction educational tablet solution for inmates.
- **NEW inteleVISIT™** Video Visitation Solution provided for on-site and remote visitation.
  - Free Video Visitation for on-site visitors from lobby kiosks
  - Inmate access to video visitation to be provided on wall-mounted kiosks
  - No cost to County *provided that remote visitation is activated*
  - Affordable rates for remote visits
  - Pay Tel will provide necessary wiring, installation and broadband services necessary to support the proposed service.
  - Pay Tel will provide training and information for Jail Staff

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Contract Terms

The contract term will be extended by 3 years from the current expiration date of June 18, 2024.

New Technology Included

Technology	Cost to Kent County
inteleVISIT™ Video Visitation	None

New Product Rates

Feature	Rate to Consumer or Inmate
inteleVISIT™ On-site Visit	No Charge
inteleVISIT™ Remote Video Visitation	$.30 per minute
inteleVISIT™ Video Message	$.60 per message

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VIDEO VISITATION - HOMEWAV

inteleVISIT.

Pay Tel offers a robust video visitation solution through our technology partner, HomeWAV. This effective product offers proven technology, time-saving benefits, and security. The proposed technology provides free on-site visits through two (2) lobby kiosks and remote paid visits as well. Remote visits are conducted with the inmates visiting via nine (9) compact in-pod inteleKIOSK™units and visitors calling from the comfort of their own homes, or via a convenient app which can be used on most cell phones and tablets. Remote visits are offered at a reasonable cost to the consumer based on the duration of the visit.



- Convenient visitation payment processing through PayPal.
- Free app for Android and Apple mobile devices
- No rigid visitation schedule to maintain
- Option to use kiosks to share inmate handbook, rules, etc.
- Remote visitation reduces the need to move inmates for visits
- Remote visits provide improved environment for visitation with children

inteleVISIT™ also provides the following important management features:

- Recording of Video Visits
- Ability to Monitor Visits in Progress
- Visit Search and Playback
- Downloadable Recordings – Stored on-line for 90 days
- Recording Exception for Professional Visits
- Usage Statistics
- Flexible Reporting Options
- Option to Pre-approve Visits/Visitors
- Password Protected Administrative Access

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HomeWAV Difference

HomeWAV's unique, patent pending, visitation system provides Internet-based video visitation adapted for use in the context of a Detention Facility. So what is the difference between HomeWAV's system and those of competitors?

HomeWAV Visitation System	Alternatives
Inmate initiates visit direct **with approved visitor** – no operator assistance required	Other internet visitation systems require detention facility personnel to act as "operator" to connect the visit and to ensure inmate is placed at correct inmate station
Inmate and visitor schedule visits directly – no operator assistance required	Other internet visitation systems require detention facility personnel to coordinate scheduling
Visits take place as soon as both parties desire	Other visitation systems require minimum 24 hour (up to 2 weeks) advanced scheduling
No more missed visits because of rigid pre-set schedule	Advanced scheduling demands lead to missed visits due to intervening events causing frustration to all concerned
Detention facility owns equipment from day one	Competitors retain ownership of their equipment
System usage revenue shared with facility monthly – starting first month	Other visitation systems either generate no revenue, less revenue, or revenue sharing is deferred
HomeWAV inmate stations placed in common area/day rooms	Face-to-face visits require detention facility personnel to frisk inmates as they are transported between cell block and visitation room
No minimum length visit – can be as short as one minute	Competitors internet visitation systems require minimum visit length
All payments process through PayPal/third party ecommerce	Detention facility personnel required to collect and administer funds
Internet visitation reduces number of visitors entering your facility (experience shows 75% reduction)	Visitors entering facilities generate tremendous demands on detention facility personnel for processing
HomeWAV system maintained free of charge for term of contract – 5 years	Competitors charge to maintain their systems

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Herbert Dennis, Warden, Detention Center
12/14/2021
County Commissioners Meeting

Item Summary:
Departmental Update

Lisa Mazingo, Director, Kent Family Center
12/14/2021
County Commissioners Meeting

Item Summary:
Kent Family Center is requesting approval and signature of a Memorandum of Agreement with Striving for Wellness Together.

ATTACHMENTS:

Description

12.14.21 County Commissioners of Kent County - Kent Family Center and Striving for Wellness Together Memorandum of Agreement, Behavioral Health Services

KENT FAMILY center

County Commissioners of Kent County / Kent Family Center
And
Striving for Wellness Together
Memorandum of Agreement

Kent Family Center and Striving for Wellness Together agree to the following regarding the provision of behavioral health services at Kent Family Center's 115 B. South Lynchburg St. Chestertown, Md. location by Striving for Wellness Together:

Kent Family Center will:

- Provide appropriate, private space for Striving for Wellness Together staff members to see participants or facilitate groups/workshops.
- Provide necessary materials and supplies for workshops, group sessions, and counseling sessions.
- Ensure that appropriate information releases are signed by participants to allow open communication between Kent Family Center and Striving for Wellness Together.
- Pay Striving for Wellness Together an hourly rate of $150 for each hour that the clinician is working at Kent Family Center. Invoicing and payment will occur quarterly.

Striving for Wellness Together will:

- Provide a licensed behavioral therapist for 6 hours per month to meet with Kent Family Center participants in the center for group therapy, mental health workshops, assessments, individual treatment for parents and children, and staff training. The increased frequency may be negotiated according to need and based on agreement by both agencies.
- Collaborate with Kent Family Center staff around therapeutic goals and outcomes of the above services.
- When appropriate, the clinician will integrate psychoeducational materials related to Kent Family Center's mission and parents' developmental needs and treatment goals.
- When appropriate, Striving for Wellness Together will make referrals for Kent Family Center participants to obtain ongoing behavioral health services in the community.
- Invoice Kent Family Center at a rate of $150 per hour for the time that services were provided in the center.

P. Thomas Mason 12/14/21

CCKC / KFC Date

Striving for Wellness Together Date

Scott Boone, Director, Information Technology
12/14/2021
County Commissioners Meeting

Item Summary:
Governor's Office of Statewide Broadband - Funding Discussion

ATTACHMENTS:
Description

Bill Mackey, Director, Planning, Housing and Zoning
12/14/2021
County Commissioners Meeting

Item Summary:
On Thursday, October 28, 2021, the County released RFP #PHZ 22-01 for design services for a combined forest clearing plan and buffer management plan for Betterton beach public landing and Rigbie Bluff private property. On December 1, 2021, at 11:00 a.m., the County held a public bid opening, and two bids were received. The first bid was from Brenton Landscape Architecture, LLC, for $18,900, and the second bid was from Unity Design and Landscape for $12,715. On December 3, an internal selection committee from DPHZ reviewed the bids received. The bid from Unity Design and Landscape is recommended.

ATTACHMENTS:

Description

12.14.21 Contract, By and Between County Commissioners of Kent County and Unity Design Build Landscape, RFP #PHZ 22-01, Betterton Beach and Rigbie Bluff, Combined Forest Clearing Plan and Buffer Management Plan

Exhibit A

Exhibit B

Exhibit C

Exhibit D

CONTRACT

THIS CONTRACT, made this14th day of December 2021, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Unity Design Build Landscape, hereinafter referred to as the CONTRACTOR;

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will provide all consultant services requested, in accordance with specifications and contract documents, entitled "The County Commissioners of Kent County, Maryland, Request for Proposal # PHZ 22-01, for combined forest clearing plan and buffer management plan for Betterton beach public landing and Rigbie Bluff private property" and as specified in Unit design Build Landscape's proposal dated November 23, 2021.

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than One Million ($1,000,000.00) Dollars.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed and shall complete the same within 180 calendar days unless the period for completion is extended as provided for in the general conditions.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein Twelve Thousand Seven Hundred Fifteen dollars ($12,715.00).

6. This contract includes the following exhibits:

   a. Exhibit A: Request for Proposal # PHZ 22-01, – Sections A, B, and C
   b. Exhibit B: Response by Unity Design Build Landscape
   c. Exhibit C: Completed Bid Forms by Unity Design Build Landscape
   d. Exhibit D: General Terms and Conditions of Contract

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in the Circuit Court of Kent County Maryland or the District Court of Maryland for Kent County.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

Lacey J. Cox 12/14/21

_____

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason 12/14/21
P. Thomas Mason, President

UNITY DESIGN BUILD LANDSCAPE

By: _____

_____
Title

_____
Employer Identification Number

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL
PHZ 22-01

COMBINED FOREST CLEARING PLAN AND BUFFER MANAGEMENT PLAN

FOR BETTERTON BEACH PUBLIC LANDING
AND RIGBIE BLUFF PRIVATE PROPERTY
IN
BETTERTON, MD 21610

Director of Purchasing
400 High Street
Chestertown, Maryland 21620-1312

SCHEDULE

BID NUMBER # PHZ 22-01

Date	Step
Thursday, October 28, 2021	Begin Newspaper Advertising; Mail/Email Notices to Bidders on Bid List; Post RFP on eMaryland Marketplace Advantage (eMMA).
Wednesday, December 1, 2021	11:00 a.m. Bid Opening at 400 High Street
Tuesday, December 14, 2021	Tentative Award by County Commissioners

Contents

BID NUMBER PHZ 22-01

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3. Silence of Specification
4. Preparation of Proposal
5. Prices Quoted
6. Samples or Brochures
7. Questions and Inquiries
8. Submission Deadline and Instructions
9. Duration of Offer
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11. Public Inspection of Proposals
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13. Revisions to the RFP
14. Cancellation of the RFP; Rejection of All Proposals
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27. Contract and Related Data
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29. Contract Extension
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31. Kent County Purchasing Code
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SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-proposal Conference
2. Presentation
3. Proposal Form
4. Bid Forms
5. Bid Notice Disclaimer
6. Bid Surety
7. Waiver of Technicalities
8. Basis of Award
9. Modification or Withdrawal of Bids
10. Performance and Payment Bonds
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12. Alternates
13. Addenda
14. Trade and Brand Names
15. Product Literature
16. Exceptions to Bid Specifications
17. Time of Delivery
18. Default in Contracting
19. Payment Terms
20. Kent County Substance Abuse Policy
21. Insurance
22. Immigration Law Compliance
23. Federal Taxpayer Identification Certificate (W-9)

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

This section is for the using or requesting department or agency to specify in detail, including references to attachments, etc., the specifications, drawings, details, etc., to be included in the RFP/IFB. It has been prepared primarily by the using agency.

SECTION D. BID FORMS

INDEX OF BID FORMS

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Surety
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate
7. General Terms and Conditions of Contract between County and Contractor

SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), is requesting proposals from qualified consultants for services needed for the design and guidance of species selection and location, removal of existing vegetation, stabilization, replanting, and maintenance plan of the Rigbie Bank Buffer Management/Critical Area Forest Clearing Plan at the Betterton Beach County Park (Tax Map 100, Parcel 1694) and the Rigbie Condominium Association Bank (Tax Map 100, Parcel 1648), in accordance with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL).

2. Issuing Office

Director of Purchasing
400 High Street
Chestertown, MD 21620-1312

Telephone #: (410) 778-4600
kentcounty@kentgov.org

The individual listed above shall serve as the "Director of Purchasing" and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

A. The bidder's proposal shall be written in ink or typewritten on the form provided.

B. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

6. **Samples or Brochures**

Samples or brochures may be required by the County for evaluation purposes. They shall be such as to permit the County to compare and determine if the item offered complies with the intent of the specifications.

7. **Questions and Inquiries**

All questions and inquiries regarding the terms of this RFP should be directed to the Director of Purchasing identified above prior to the pre-proposal conference.

Questions related to the scope of services must be submitted in writing to the person below.

Please refer any questions to:

William A. Mackey, AICP, Director
Department of Planning, Housing, and Zoning
Email: wmackey@kentgov.org

Questions must be received by close of business Friday, November 19, 2021. A summary of questions and answers will be posted on the County's website next to the RFP posting at https://www.kentcounty.com/government/rfp.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers are not binding, and reliance should not be placed on the same.

8. **Submission Deadline and Instructions**

All proposals must arrive at the Director of Purchasing ("Bid Receipt Office") by Tuesday, December 1st, 2021, at 11:00 A.M. in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 11:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

Director of Purchasing
Bid Receipt Office
County Commissioners of Kent County, Maryland
400 High Street
Chestertown, Maryland 21620-1312

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE OFFICE OF DIRECTOR OF PURCHASING WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR KENT COUNTY – PHZ 22-01

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE**. County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
B. Evidenced of collusion among bidders.
C. Unsatisfactory performance record as evidenced by past experience.
D. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
E. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
F. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 11:00 a.m., on Tuesday, December 1st, 2021, 400 High Street, Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of a bidder of any of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the County. ***All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

22. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure to Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in

accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond its control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, as a minimum, applicable provisions of the Request for Proposal. The County reserves the right to reject any agreement that does not conform to the Request for Proposal and any County requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. Contract Award

It is the intent of the County to award a contract to the most **qualified** responsible and responsive bidder within 30 calendar days following bid opening; however, the County

requires bidders, by signing the "Standard Bid Acceptance" form to guarantee their bid for a period of 120 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. Contract Extension

The County reserves the right to extend the contract on a month-to-month basis for a period of up to three months.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. Kent County Purchasing Code

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

32. Termination for Convenience

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contract under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. Kent County Ethics Ordinance

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled on Tuesday, November 16, 2021, at 11 a.m. on the site for the project in Betterton, Maryland, located at 1 Bayview Road. The meeting will tour the site. Public parking is available on the side of the project facing the beach.

2. Presentation

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. Bid Forms

ONE SIGNED, ORIGINAL, HARD COPY AND ONE DIGITAL COPY SHALL BE SUBMITTED.

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by the County will be considered.

5. Bid Notice Disclaimer

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County and the eMaryland Marketplace Advantage (eMMA).

6. Bid Surety

All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after the award, or later within the

bid guarantee period at the discretion of the County, or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. Waiver of Technicalities

The County reserves the right to waive formalities or technicalities in bids as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. Basis of Award

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

A. Lowest price from a responsive and responsible bidder as indicated by the total price on the bid form.

B. Compliance with specifications.

C. Compliance with terms of bid package.

D. Ability to perform or deliver on time.

E. Past experience and qualifications as they relate to this project.

F. Knowledge of the project area and related issues affecting the project, including Critical Area Regulations.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening.

B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

In accordance with the specifications, the selected bidder may be required to furnish a Performance Bond and/or a Payment Bond in an amount not to exceed one hundred percent (100%) of the contract price. In such cases, the successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds bidders must provide with each bond a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace Advantage (eMMA). Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a

standard, and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed listing of the items included in the invoice, which shall be subject to the review of the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within 30 days of delivery or completion (for single service or delivery contracts) by paper or by electronic invoice (via fax or email). Approved payment shall be made to the contractor within forty-five (45) calendar days of receipt of an acceptable invoice. Payment will be made upon successful submission and approval of services. Invoices shall be mailed directly to the designated Contract Administrator.

20. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," to which policy the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the "Standard Bid Form" whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a "**Certificate of Insurance**" indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of $2,000,000.00 per event and $1,000,000.00 per person.

B. General Liability - Minimum - $2,000,000.00

C. Workers' Compensation Insurance as required as law.

D. Comprehensive Liability Insurance with minimum limits of $1,000,000.00 per person, $2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.

E. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.

F. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first time successful bidders doing business with the County must submit a completed standard "Federal Taxpayer Identification Certificate - W-9."

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS
PHZ 22-01

GENERAL

A selected consultant shall be responsible for providing consultation services along with professional guidance regarding species selection and location, removal of existing vegetation, stabilization, replanting, and planting maintenance needed for implementation of a combined Forest Clearing Plan and Buffer Management Plan. The consultant must provide a plan to be reviewed and approved by the Maryland Critical Area Commission (CAC). A separate follow-up maintenance plan for use by the County to implement must also be provided.

SCOPE

The selected consultant shall be responsible for a design project that includes the following:

Combined Critical Area Forest Clearing Plan and Buffer Management Plan (Design)

The Project includes the design of a combined Critical Area Forest Clearing Plan and Buffer Management Plan for the removal of approximately 11,058 square feet of existing vegetation and the final landscape plan for the required replanting. The final landscape Plan must include scheduling, species, location, quantity, and planting date. All specifications shall be shown on the plan. This Plan must identify the existing understory trees on the steeply sloped parcel of public and private land known as Rigbie Bluff. The consultant must work with the Department of Planning, Housing, and Zoning, Department of Public Works, and Rigbie Bluff Condo Association when developing the plan. The consultant must also include an additional 842 square feet of mitigation within this plan for the improvements of the Betterton Beach Bathhouse, which were completed previously under a separate project. The Plan must also address the stabilization of the slope in a timely manner and the replanting of the slope with native species to the specifications of the Chesapeake Bay Critical Area regulations and requirements in COMAR 27.01.09.01-3. The selected consultant's plan must be reviewed and approved by the CAC. The selected consultant is required, as needed, to revise, correct, and amend the Plan, until it is approved by the CAC. The designer must also include a construction cost opinion with a line-item breakdown for clearing, plantings, stabilization, and construction management.

DESIGN

1. Provide all expert services and guidance as to what plant species would be the most conducive to stabilization of the bank in the specific locations.

2. Design should include a variety of trees, shrubs, and herbaceous perennials meeting all Critical Area requirements.

3. Produce final landscape schedules, including species, location, quantity, and planting dates, which must be provided to the Maryland Critical Area Commission, the County,

and the condominium association for approval.

4. Provide a maintenance plan for control of invasive species, pests, and predation, which details invasive species and pest control practices, and covers a two-year-period cycle.

EXPERIENCE

Bidders shall submit evidence of qualifications and related experience including experience in developing similar plans for approval by the Critical Area Commission.

REFERENCES

Bidders shall submit a minimum of three references including current contact information. Bidders should specify the project name and other information for the specific work performed for each of the submitted references. Bidders may include samples of the work performed, such as plans, etc.

COMPLETION SCHEDULE

The project should be completed within six months of bid award, but may be extended for review by the Critical Area Commission, County, and condominium association, at the discretion of the County. Bidders may propose a timeline for design completion within their responses to the RFP.

DESIGN

Proposals shall clearly state the planting time required for completion including a detailed timeline for removal and re-planting, in order to ensure the best possible outcome related to vegetation survival. A multi-season strategy is acceptable, if necessary, if the proposal were to include different species with preferred planting times in more than one season.

COST SCHEDULE

Proposals shall include a cost sheet for all plantings with calculations to indicate total project costs.

SITE DRAWING

Please see the attached drawing referencing the property.

MAIN ST EXTENDED
LANDS OF
COUNTY COMMISSIONERS OF KENT COUNTY
E.H.P 131/174
MEAN HIGH WATER
EXISTING ELEC COVER
LINE TO BE RELOCATED
ELECTRIC
BENCHMARK IN WALK
STANDARD DISK, VERTICAL
ELEV 7.1'
S 89° 33' 15" E
90.30'
S 80° 35' 15" E
44.20'
S 10° 59' 55" E
133.00'
N 68° 32' 35" E
79.37'
EX. CONCRETE WALK
RESPECT DRIVE
5' OAK
2' OAK
DECK OVERHANG
(TYPICAL)
OUTSIDE FACE OF
BUILDING FOUNDATION
(TYPICAL)
EX. STEPS TO BE
REMOVED
BASEMENT FLOOR EL. = 3.17
AVERAGE BUILDING HEIGHT = 35.6'
UTIL. POLE
340.5
29A.1
CONCRETE
MONUMENT
REMOVE TREE
(TYP.)
ELECTRIC

REQUEST FOR PROPOSAL #PHZ 22-01:

COMBINING FOREST CLEARING AND BUFFER MANAGEMENT PLAN FOR BETTERTON BEACH PUBLIC LANDING AND RIGBIE BLUFF PRIVATE PROPERTY

The Unity Approach:

SUMMARY STATEMENT:

Unity Design Build Landscape, located at 3621 Church Hill Road, Church Hill, MD 21620, proposes to design a slope stabilization and planting plan, which, when implemented, will allow Bay views from the Rigbie Bluff Condominiums of Betterton, while simultaneously maintaining slope integrity and preventing erosion. The design will incorporate a palette of native trees, shrubs and perennials, biodegradable erosion control blankets, small bench terraces to divert water, a bottom of slope raingarden to contain runoff, and the reuse of existing scattered riprap into a structural formation to slow rainfall and erosive creep. Enhanced planting around the Beach House will also be a part of the plan. In addition, there is an opportunity for colorful "gateway" planting at the lower concrete walkway entrance off Main Street that will be viewed by both pedestrians and drivers as they access the waterfront. Rigbie Bluff Condominium owners and the Town of Betterton will receive a plan that is both functional and aesthetic, and restores their view of the Chesapeake Bay, with clear instructions for implementation.

Design Deliverables: A sediment and erosion control plan, a combined forest clearing plan and buffer management plan, calculations for runoff curves, a slope stabilization plan and details, a planting plan utilizing native species to the specifications of the Chesapeake Bay Critical Area regulations and requirements in COMAR 27.01.9.01-3, schedule and all specifications required to implement the plan, including required forms.
The final design product is estimated to be three to four 24 x 36" (ARCH D) plan sheets, schedules, and required forms and cost schedule.

PHASED PROCESS: Please see attached schedule of values for design in Quickbooks format

PROPOSAL

Date
11/23/2021

Name / Address
Town of Betterton Director of Purchasing 400 High Street Chestertown, MD 21620

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape
.com

Estimate #	Project
18454	RFP11-23-21

Item	Description	Qty	Rate	Total
Design	Landscape Design Services-Request for proposal #PHZ 22-01	0	0.00	0.00
Miscell...	Pre- Design: Assemble existing data in provisonal digital base map; site inventory and analysis; draft base map. Add in addition area by beach house. Using the map, conduct a field survey of site, noting boundaries, slop, shadow patterns, wind, erosion and water issues, any utilities, and existing vegetation to remain. Identify vegetation to remain on plan and label "protect and preserve". Take a complete photo survey at different times of day. Observe pedestrian and vehicular activity on site boundaries. Review Buffer management and Forest Clearing criteria.	15	105.00	1,575.00
Miscell...	Soil probe with 5' depth augers; mail samples to Waypoint analytical (2 people). 4 to 5 representative soil samples to aid in profile.	10	105.00	1,050.00
Miscell...	Schematic Design: Using base map as an undrelay; sketch concept plan, noting vegetation name and location to be retained, ground water and runoff conditions, location of riprap, and project boundaries. Sketches to include sections and other drawings necessary to develop the design and illustrate concepts. Possible meeting with county planners and CAC.	20	105.00	2,100.00
Miscell...	Design Development: Develop the conept plan, check that it meets Critical Area criteria. Chart soil profiles. Develop a separate demolition plan so as to explain clear construction process. Test runoff calcs to determine if a stormwater management plan will be required. Establish a planting plan and design details for stabilizing the slope and creating a rain garden at the toe of the slope before the parking lot. Assemble details to illustrate construction techniques for invasives removal, slope stability, managing erosion and conveying ground water, and revegetation practices. Draft plan sheets and incorporate schedules. Create a phased timeline for the construction.	30	105.00	3,150.00

Total

PROPOSAL

Date
11/23/2021

Name / Address
Town of Betterton Director of Purchasing 400 High Street Chestertown, MD 21620

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape
.com

Estimate #	Project
18454	RFP11-23-21

Item	Description	Qty	Rate	Total
Miscell...	Construction documents/presentation to explain design and proposed implementation. May incorporate county and Rigbie condominium feedback into final plans. Develop a construction cost estimate with a line item breakdown for clearing, slope stabilization and replanting with minimal erosion and further site disturbance. Detail construction process and acess points. Create a maintenance plan for control of invasive species and pests and predation for a 2 year period. Check that plans meet all criteria of the buffer management plan, the erosion and sediment conrol plan, and the forest clearing plan, and stormwater calculations. All plans and specifications required to bid the project. Design deliverable: three to four plan sheets, 24 x 36" (Arch D) provided to Maryland Critical Area Commission, Kent County, and Rigbie condominium Association.	35	105.00	3,675.00
Miscell...	10% standard markup fee: travel and printing costs	1	1,165.00	1,165.00
Design...	CONTRACT AGREEMENT I hereby contract Unity Landscape Design/Build to perform the work described above for the estimated amount of $12,715.00. A payment of $6,350.00 will initiate the contract with monthly billings through completion. Price is good for 120 days from the date of bid acceptance. Please make checks payable to Unity Landscape. CONTRACTEE CONTRACTOR Signed x_____ Signed x_____ Dated x _____ Dated x _____		0.00	0.00

	Total	$12,715.00

Three References and representative projects:

1. **Sawyer Residence**
   Contact: Murray Sawyer
   Phone 302.545.4953
   Cell: 410.778.9152
   hms@murraysawyer.com
   Large slope stabilization and revegetation project 2016

2. **Adkins Arboretum**
   Contact: Ginna Tiernan gtiernan@adkinsarboretum.org
   Main phone: 410.634.2847 Cell: 410.739.8715
   Stormwater project in parking area in 2019
   Unity was "incredibly efficient" and handled "all surprises really well"

3. **Town of Oxford**
   Contact: Cheryl Lewis, clerk/Treasurer
   Main phone: 410.226.5122
   Email: oxfordclerk@goeaston.net
   Bioswale maintenance and BMPs for the Town of Oxford
   (no images available)

Bank Stabilization images: Sawyer residence on Worton Creek, 2016

Worton, Maryland



Failing slope and cribwall



Slope cleared of invasives



Slope regraded and stabilized with jute, coir logs used to stabilize shoreline. A revetment Was added along the shoreline. Coir logs at the toe of the slope help prevent erosion and do not need to be removed at the end of their life cycle as they biodegrade.



Stabilized slope replanted with native perennials, which also provide seasonal interest and color

Stone Revetment:

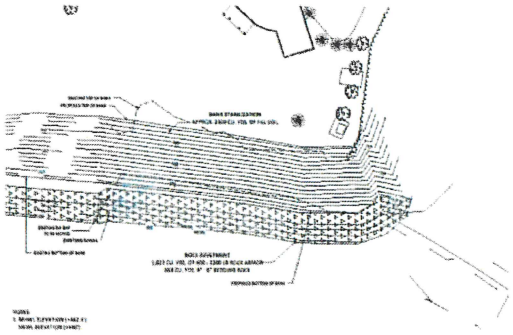
Armor Rip Rap Revetment

Worton, Maryland

Located directly in the mouth of Worton Creek, this project was located in a high energy site, facing the Chesapeake Bay, resulting in the use of a stone revetment, a hard engineering technique . The bank in front of the residence which overlooks Worton Creek was severely undercut and unstable. The shoreline at this point had no access and no protection. The goal of this project was to stabilize the bottom of the bank by continuing the existing revetment south to the property line. The undercut bank and footprint of the revetment was stripped of all debris to allow construction access as well as stone and fill placement. The revetment was extended from the north end, to the south property line, roughly 220 feet. The fill was placed, and the undercut bank graded to a more stable slope. The bank was vegetated and the access from the top of the previous revetment was continued across the top of the new section as well.

BEFORE





AFTER

Stone Revetment:

Statistics
Location: Worton, MD
Water Body: Worton Creek
Length: 220'
Completed: 4/25/2016
Rock: 510 Tons

Unity Landscape Design/Build Contact :
Phone: 410-556-6010
Fax: 410-556-6173
E-mail: lucas@unitylandscape.com



Construction images: Adkins Arboretum 2016

Ridgely, Maryland

Unity installed a series of raingarden/detention basins that collect and filter water before releasing it to a pond. The basins were planted in native trees, shrubs and perennials.



installing two gabion lined basins that will drain to the existing pond after filtering parking lot runoff





2016 planting photo



2021

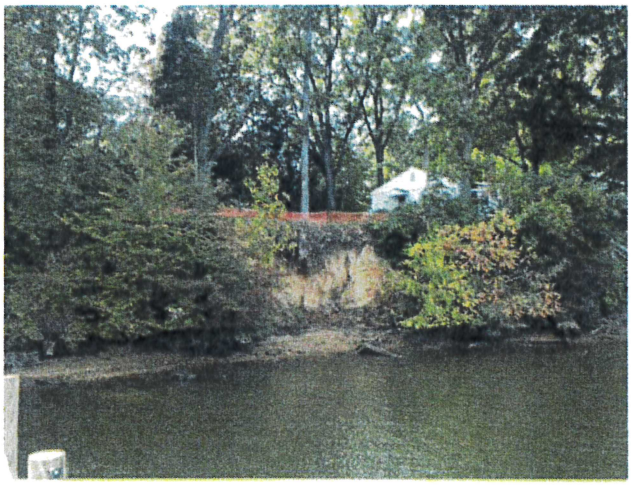
Unity Design Build Landscape

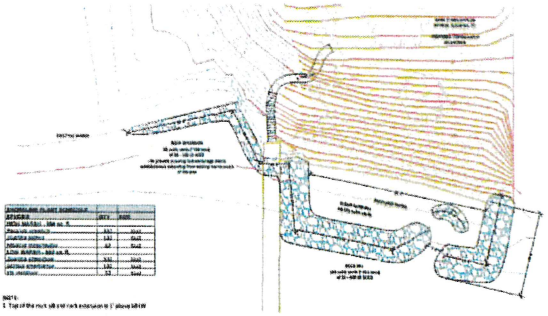
Stone Sill Living Shoreline:
Stone Sill W/ Opening

Kennedyville, Maryland

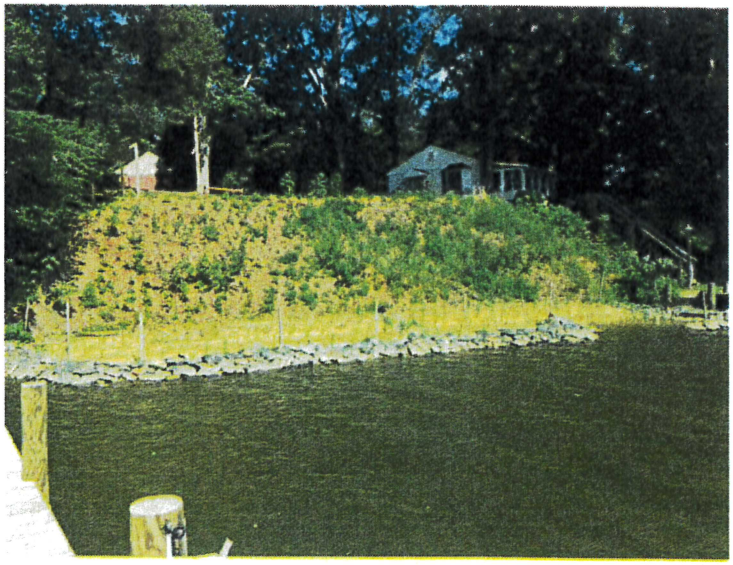
Tucked away on the shores of Freeman Creek, in this relatively low energy site, there was a severe bank erosion problem. The purpose of this project was to construct a stone sill to minimize wave action from acting directly on the toe of the bank, and to grade the bank to a stable slope that could be planted. The shoreline was stripped of vegetation for access to the bank and the shoreline, by cutting an access through the bank down to the shoreline. The stone sill was constructed and the sand was placed behind the sill at a stable grade. The bank was graded and the access was filled back in, and stabilized so that the loose sediment would not run off the bank into the new marsh. Once the grading and stabilization was completed, the bank was planted and the grasses for the marsh were planted as well. This project has been very successful since planting, as the marsh has filled in with grasses, and a few other native species have been found on site as well, clearly promoting a very diverse ecosystem.

BEFORE





AFTER



Stone Sill Living Shoreline:

Statistics
Location: Kennedyville, MD
Water Body: Freeman Creek
Length: 135'
Completed: 6/20/2015
Rock: 98 Tons
Sand: 49 Tons
New Wetland Area: 1300+ Sq Ft

Unity Landscape Design/Build Contact :
Phone: 410-556-6010
Fax: 410-556-6173
E-mail: lucas@unitylandscape.com

STANDARD SEALED BID PRICE SHEET

BID NUMBER PHZ 22-01

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

TOTAL BID PRICE $ 12,715.00

To begin work as specified in the "Notice to Proceed" and to prosecute said work so as to complete the contract within 45 calendar days.

SCHEDULE OF VALUES

Please attach a Schedule of Values for work to be completed in response to the RFP.

Drug Abuse Policy in Effect? (Circle One)	**YES**	**NO**	
Insurance certificate attached? (Circle One)	**YES**	**NO**	
Bid Surety Attached? (Circle One)	**YES**	**NO**	not required
Signature form executed? (Circle One)	**YES**	**NO**	
Affidavit of qualification to bid? (Circle One)	**YES**	**NO**	
Non-collusion certificate? (Circle One)	**YES**	**NO**	

STANDARD SEALED BID FORM

BID NUMBER PHZ 22-01

BIDDER:

AGENT (TYPED): ROBIN HANWAY, PLA #4229 MD

FIRM Name: UNITY DESIGN BUILD LANDSCAPE

ADDRESS: 3621 CHURCH HILL ROAD

CHURCH HILL, MD 21623

TELEPHONE: 410.556.6010

EMAIL: robin@unitylandscape.com

FAX #: 410.556.6173

Submitted by: _____
(Signature of authorized agent above)

_____, **this** 29th **day of** November **2021.**

SIGNATURE FORM

NAME OF BIDDER: UNITY DESIGN BUILD LANDSCAPE

SIGNATURE OF AUTHORIZED PERSON: [signature]

PRINT AUTHORIZED PERSON: ROBIN HANWAY

TITLE OF AUTHORIZED PERSON: LANDSCAPE ARCHITECT / SALESPERSON

STREET NAME AND NUMBER: 3621 CHURCH HILL ROAD

CITY, STATE, ZIP CODE: CHURCH HILL, MD 21623

TELEPHONE NUMBER: 410.556.6010

FAX 410.556.6173

E-MAIL robin@unitylandscape.com

DATE: 11/23/21

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. 02-0665520

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

79963 - MHIC License #

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

MD license #4229

1. I am the (Title) Landscape Architect / Salesperson and the duly authorized representative of the firm of (Name of Corporation) Unity Design Build Landscape whose address is 3621 CHURCH HILL RD., CHURCH HILL, MD 21623 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any) NONE

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County Commissioners of Kent County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit is true and correct.

Signature [signature] Date 11/23/21

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the LANDSCAPE ARCHITECT / SALESPERSON (Title) LIC 4229

and the duly authorized representative of the firm of UNITY DESIGN BUILD LANDSCAPE

whose address is 3621 CHURCH HILL RD., CHURCH HILL, MD 21623

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.

b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

11/23/21 Robin Hanway
Date Signature

11/23/21 ROBIN HANWAY
Date Print Name or Type

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/23/2021

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).

PRODUCER	CONTACT NAME: Jon Fellows
Ashley Insurance 38 S. Harrison St Easton MD 21601	PHONE (A/C, No, Ext): 4108221900 FAX (A/C, No): E-MAIL ADDRESS: jon@ashleyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PENNSYLVANIA NATL MUT CAS INS CO	14990
INSURER B : PENN NATL SECURITY INS CO	32441
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Unity Landscape Design Build Inc., 3621 Church Hill Rd., Church Hill MD 21623

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		AC9 0727589	02/23/2021	02/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ 19	Y		AX9 0727589	02/23/2021	02/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION $ 10,000	Y		UL9 0727589	02/23/2021	02/23/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000.00 $ 1,000,000.00
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WP90727589	02/23/2021	02/23/2022	PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Leased/Rented Equipment			AC9 0727589	02/23/2021	02/23/2022	Limit Deductible	160,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Bettertown
PO Box 339
Bettertown MD 21610

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jon Fellows

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GENERAL TERMS AND CONDITIONS OF CONTRACT
BETWEEN COUNTY AND CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations and is sufficient to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.

5. CHANGES

The DIRECTOR OF PURCHASING may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

(1) serve as liaison between the County and Contractor;

(2) give direction to the Contractor to ensure satisfactory and complete performance;

(3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

(4) serve as records custodian for this contract;

(5) accept or reject the Contractor's performance;

(6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST AND PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness

or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

a. ***Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***

b. ***Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***

c. ***These General Conditions.***

The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-

five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property

specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

a. defaulting in performance or is not complying with any provision of this contract;

b. failing to make satisfactory progress in the prosecution of the contract; or

c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right

to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL
PHZ 22-01

COMBINED FOREST CLEARING PLAN AND BUFFER MANAGEMENT PLAN

FOR BETTERTON BEACH PUBLIC LANDING
AND RIGBIE BLUFF PRIVATE PROPERTY
IN
BETTERTON, MD 21610

Director of Purchasing
400 High Street
Chestertown, Maryland 21620-1312

SCHEDULE

BID NUMBER # PHZ 22-01

Date	Step
Thursday, October 28, 2021	Begin Newspaper Advertising; Mail/Email Notices to Bidders on Bid List; Post RFP on eMaryland Marketplace Advantage (eMMA).
Wednesday, December 1, 2021	11:00 a.m. Bid Opening at 400 High Street
Tuesday, December 14, 2021	Tentative Award by County Commissioners

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BID NUMBER PHZ 22-01

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SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

This section is for the using or requesting department or agency to specify in detail, including references to attachments, etc., the specifications, drawings, details, etc., to be included in the RFP/IFB. It has been prepared primarily by the using agency.

SECTION D. BID FORMS

INDEX OF BID FORMS

1. Standard Sealed Bid Price Sheet
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5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate
7. General Terms and Conditions of Contract between County and Contractor

SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), is requesting proposals from qualified consultants for services needed for the design and guidance of species selection and location, removal of existing vegetation, stabilization, replanting, and maintenance plan of the Rigbie Bank Buffer Management/Critical Area Forest Clearing Plan at the Betterton Beach County Park (Tax Map 100, Parcel 1694) and the Rigbie Condominium Association Bank (Tax Map 100, Parcel 1648), in accordance with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL).

2. Issuing Office

Director of Purchasing
400 High Street
Chestertown, MD 21620-1312

Telephone #: (410) 778-4600
kentcounty@kentgov.org

The individual listed above shall serve as the "Director of Purchasing" and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

A. The bidder's proposal shall be written in ink or typewritten on the form provided.

B. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

6. Samples or Brochures

Samples or brochures may be required by the County for evaluation purposes. They shall be such as to permit the County to compare and determine if the item offered complies with the intent of the specifications.

7. Questions and Inquiries

All questions and inquiries regarding the terms of this RFP should be directed to the Director of Purchasing identified above prior to the pre-proposal conference.

Questions related to the scope of services must be submitted in writing to the person below.

Please refer any questions to:

William A. Mackey, AICP, Director
Department of Planning, Housing, and Zoning
Email: wmackey@kentgov.org

Questions must be received by close of business Friday, November 19, 2021. A summary of questions and answers will be posted on the County's website next to the RFP posting at https://www.kentcounty.com/government/rfp.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers are not binding, and reliance should not be placed on the same.

8. Submission Deadline and Instructions

All proposals must arrive at the Director of Purchasing ("Bid Receipt Office") by Tuesday, December 1st, 2021, at 11:00 A.M. in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 11:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

Director of Purchasing
Bid Receipt Office
County Commissioners of Kent County, Maryland
400 High Street
Chestertown, Maryland 21620-1312

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE OFFICE OF DIRECTOR OF PURCHASING WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR KENT COUNTY – PHZ 22-01

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE**. County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
B. Evidenced of collusion among bidders.
C. Unsatisfactory performance record as evidenced by past experience.
D. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
E. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
F. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 11:00 a.m., on Tuesday, December 1st, 2021, 400 High Street, Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of a bidder of any of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the County. ***All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

22. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure to Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in

accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond its control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, as a minimum, applicable provisions of the Request for Proposal. The County reserves the right to reject any agreement that does not conform to the Request for Proposal and any County requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. Contract Award

It is the intent of the County to award a contract to the most **qualified** responsible and responsive bidder within 30 calendar days following bid opening; however, the County

requires bidders, by signing the "Standard Bid Acceptance" form to guarantee their bid for a period of 120 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. Contract Extension

The County reserves the right to extend the contract on a month-to-month basis for a period of up to three months.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. Kent County Purchasing Code

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

32. Termination for Convenience

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contract under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. Kent County Ethics Ordinance

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at http://www.kentcounty.com/

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled on Tuesday, November 16, 2021, at 11 a.m. on the site for the project in Betterton, Maryland, located at 1 Bayview Road. The meeting will tour the site. Public parking is available on the side of the project facing the beach.

2. Presentation

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. Bid Forms

ONE SIGNED, ORIGINAL, HARD COPY AND ONE DIGITAL COPY SHALL BE SUBMITTED.

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by the County will be considered.

5. Bid Notice Disclaimer

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County and the eMaryland Marketplace Advantage (eMMA).

6. Bid Surety

All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after the award, or later within the

bid guarantee period at the discretion of the County, or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. Waiver of Technicalities

The County reserves the right to waive formalities or technicalities in bids as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. Basis of Award

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

A. Lowest price from a responsive and responsible bidder as indicated by the total price on the bid form.

B. Compliance with specifications.

C. Compliance with terms of bid package.

D. Ability to perform or deliver on time.

E. Past experience and qualifications as they relate to this project.

F. Knowledge of the project area and related issues affecting the project, including Critical Area Regulations.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening.

B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

In accordance with the specifications, the selected bidder may be required to furnish a Performance Bond and/or a Payment Bond in an amount not to exceed one hundred percent (100%) of the contract price. In such cases, the successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds bidders must provide with each bond a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and equality to be met by any proposed substitution, unless specifically stated otherwise. No substitutions will be considered prior to receipt of the bids unless a written request for approval has been received at least ten (10) days prior to the receipt of bids. Each such request shall include the name of material or equipment for which a substitution is proposed and a complete description of the proposed substitute including drawings, cuts, performance, test data, and any other information necessary for evaluation.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace Advantage (eMMA). Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a

standard, and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Bidders shall include with their bid submittal literature detailing make, model, and specifications of the product which they are bidding, if applicable.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in, the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice of said award and purchase order.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed listing of the items included in the invoice, which shall be subject to the review of the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within 30 days of delivery or completion (for single service or delivery contracts) by paper or by electronic invoice (via fax or email). Approved payment shall be made to the contractor within forty-five (45) calendar days of receipt of an acceptable invoice. Payment will be made upon successful submission and approval of services. Invoices shall be mailed directly to the designated Contract Administrator.

20. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," to which policy the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the "Standard Bid Form" whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a "**Certificate of Insurance"** indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of $2,000,000.00 per event and $1,000,000.00 per person.

B. General Liability - Minimum - $2,000,000.00

C. Workers' Compensation Insurance as required as law.

D. Comprehensive Liability Insurance with minimum limits of $1,000,000.00 per person, $2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.

E. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.

F. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first time successful bidders doing business with the County must submit a completed standard "Federal Taxpayer Identification Certificate - W-9."

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS
PHZ 22-01

GENERAL

A selected consultant shall be responsible for providing consultation services along with professional guidance regarding species selection and location, removal of existing vegetation, stabilization, replanting, and planting maintenance needed for implementation of a combined Forest Clearing Plan and Buffer Management Plan. The consultant must provide a plan to be reviewed and approved by the Maryland Critical Area Commission (CAC). A separate follow-up maintenance plan for use by the County to implement must also be provided.

SCOPE

The selected consultant shall be responsible for a design project that includes the following:

Combined Critical Area Forest Clearing Plan and Buffer Management Plan (Design)

The Project includes the design of a combined Critical Area Forest Clearing Plan and Buffer Management Plan for the removal of approximately 11,058 square feet of existing vegetation and the final landscape plan for the required replanting. The final landscape Plan must include scheduling, species, location, quantity, and planting date. All specifications shall be shown on the plan. This Plan must identify the existing understory trees on the steeply sloped parcel of public and private land known as Rigbie Bluff. The consultant must work with the Department of Planning, Housing, and Zoning, Department of Public Works, and Rigbie Bluff Condo Association when developing the plan. The consultant must also include an additional 842 square feet of mitigation within this plan for the improvements of the Betterton Beach Bathhouse, which were completed previously under a separate project. The Plan must also address the stabilization of the slope in a timely manner and the replanting of the slope with native species to the specifications of the Chesapeake Bay Critical Area regulations and requirements in COMAR 27.01.09.01-3. The selected consultant's plan must be reviewed and approved by the CAC. The selected consultant is required, as needed, to revise, correct, and amend the Plan, until it is approved by the CAC. The designer must also include a construction cost opinion with a line-item breakdown for clearing, plantings, stabilization, and construction management.

DESIGN

1. Provide all expert services and guidance as to what plant species would be the most conducive to stabilization of the bank in the specific locations.

2. Design should include a variety of trees, shrubs, and herbaceous perennials meeting all Critical Area requirements.

3. Produce final landscape schedules, including species, location, quantity, and planting dates, which must be provided to the Maryland Critical Area Commission, the County,

and the condominium association for approval.

4. Provide a maintenance plan for control of invasive species, pests, and predation, which details invasive species and pest control practices, and covers a two-year-period cycle.

EXPERIENCE

Bidders shall submit evidence of qualifications and related experience including experience in developing similar plans for approval by the Critical Area Commission.

REFERENCES

Bidders shall submit a minimum of three references including current contact information. Bidders should specify the project name and other information for the specific work performed for each of the submitted references. Bidders may include samples of the work performed, such as plans, etc.

COMPLETION SCHEDULE

The project should be completed within six months of bid award, but may be extended for review by the Critical Area Commission, County, and condominium association, at the discretion of the County. Bidders may propose a timeline for design completion within their responses to the RFP.

DESIGN

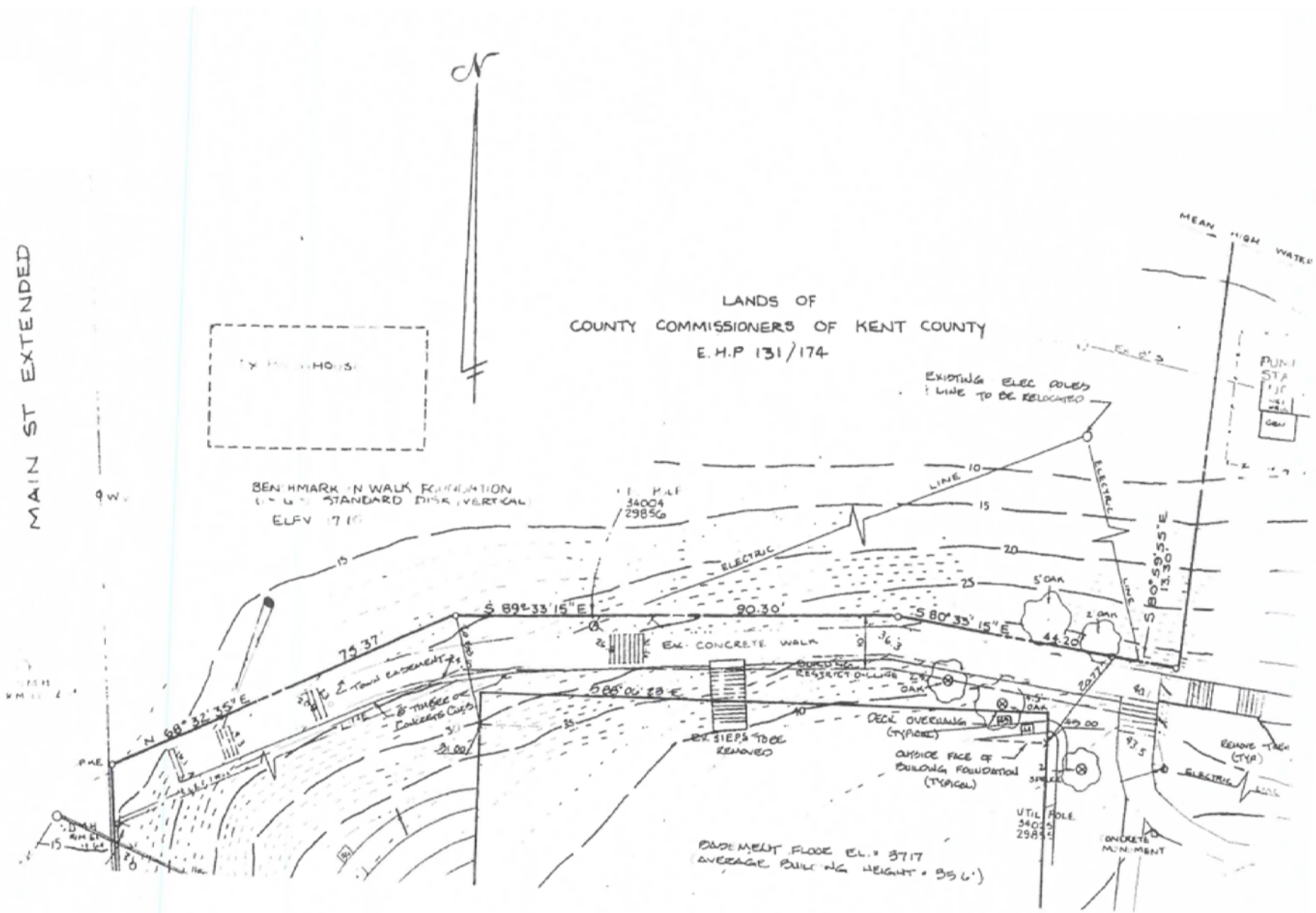
Proposals shall clearly state the planting time required for completion including a detailed timeline for removal and re-planting, in order to ensure the best possible outcome related to vegetation survival. A multi-season strategy is acceptable, if necessary, if the proposal were to include different species with preferred planting times in more than one season.

COST SCHEDULE

Proposals shall include a cost sheet for all plantings with calculations to indicate total project costs.

SITE DRAWING

Please see the attached drawing referencing the property.


MAIN ST EXTENDED
N
LANDS OF
COUNTY COMMISSIONERS OF KENT COUNTY
E.H.P 131/174
MEAN HIGH WATER
EXISTING ELEC POLES & LINE TO BE RELOCATED
BENCHMARK ON WALK FOUNDATION
STANDARD DISK (VERTICAL)
ELEV 7.16
P.I.P.
34004
29856
ELECTRIC LINE
S 89°33'15" E
90.30'
S 80°33'15" E
44.20'
S 80°59'55" E
13.30'
75.37'
N 88°32'35" E
EXIST. CONCRETE WALK
5' OAK
2 OAK
S 85°06'28" E
EXIST. STEPS TO BE REMOVED
DECK OVERHANG (TYPICAL)
OUTSIDE FACE OF BUILDING FOUNDATION (TYPICAL)
REMOVE TREE (TYP.)
UTIL. POLE
CONCRETE MONUMENT
BASEMENT FLOOR EL. = 3.17
AVERAGE BUILDING HEIGHT = 35.6'

REQUEST FOR PROPOSAL #PHZ 22-01:

COMBINING FOREST CLEARING AND BUFFER MANAGEMENT PLAN FOR BETTERTON BEACH PUBLIC LANDING AND RIGBIE BLUFF PRIVATE PROPERTY

The Unity Approach:

SUMMARY STATEMENT:

Unity Design Build Landscape, located at 3621 Church Hill Road, Church Hill, MD 21620, proposes to design a slope stabilization and planting plan, which, when implemented, will allow Bay views from the Rigbie Bluff Condominiums of Betterton, while simultaneously maintaining slope integrity and preventing erosion. The design will incorporate a palette of native trees, shrubs and perennials, biodegradable erosion control blankets, small bench terraces to divert water, a bottom of slope raingarden to contain runoff, and the reuse of existing scattered riprap into a structural formation to slow rainfall and erosive creep. Enhanced planting around the Beach House will also be a part of the plan. In addition, there is an opportunity for colorful "gateway" planting at the lower concrete walkway entrance off Main Street that will be viewed by both pedestrians and drivers as they access the waterfront. Rigbie Bluff Condominium owners and the Town of Betterton will receive a plan that is both functional and aesthetic, and restores their view of the Chesapeake Bay, with clear instructions for implementation.

Design Deliverables: A sediment and erosion control plan, a combined forest clearing plan and buffer management plan, calculations for runoff curves, a slope stabilization plan and details, a planting plan utilizing native species to the specifications of the Chesapeake Bay Critical Area regulations and requirements in COMAR 27.01.9.01-3, schedule and all specifications required to implement the plan, including required forms.
The final design product is estimated to be three to four 24 x 36" (ARCH D) plan sheets, schedules, and required forms and cost schedule.

PHASED PROCESS: Please see attached schedule of values for design in Quickbooks format

PROPOSAL

Date
11/23/2021

Name / Address
Town of Betterton Director of Purchasing 400 High Street Chestertown, MD 21620

unity design|build landscape

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape.com

Estimate #	Project
18454	RFP11-23-21

Item	Description	Qty	Rate	Total
Design	Landscape Design Services-Request for proposal #PHZ 22-01	0	0.00	0.00
Miscell...	Pre- Design: Assemble existing data in provisonal digital base map; site inventory and analysis; draft base map. Add in addition area by beach house. Using the map, conduct a field survey of site, noting boundaries, slop, shadow patterns, wind, erosion and water issues, any utilities, and existing vegetation to remain. Identify vegetation to remain on plan and label "protect and preserve". Take a complete photo survey at different times of day. Observe pedestrian and vehicular activity on site boundaries. Review Buffer management and Forest Clearing criteria.	15	105.00	1,575.00
Miscell...	Soil probe with 5' depth augers; mail samples to Waypoint analytical (2 people). 4 to 5 representative soil samples to aid in profile.	10	105.00	1,050.00
Miscell...	Schematic Design: Using base map as an undrelay; sketch concept plan, noting vegetation name and location to be retained, ground water and runoff conditions, location of riprap, and project boundaries. Sketches to include sections and other drawings necessary to develop the design and illustrate concepts. Possible meeting with county planners and CAC.	20	105.00	2,100.00
Miscell...	Design Development: Develop the conept plan, check that it meets Critical Area criteria. Chart soil profiles. Develop a separate demolition plan so as to explain clear construction process. Test runoff calcs to determine if a stormwater management plan will be required. Establish a planting plan and design details for stabilizing the slope and creating a rain garden at the toe of the slope before the parking lot. Assemble details to illustrate construction techniques for invasives removal, slope stability, managing erosion and conveying ground water, and revegetation practices. Draft plan sheets and incorporate schedules. Create a phased timeline for the construction.	30	105.00	3,150.00

	Total

PROPOSAL

Date
11/23/2021

Name / Address
Town of Betterton Director of Purchasing 400 High Street Chestertown, MD 21620

3621 Church Hill Rd.
Church Hill, MD
21623

410.556.6010
Fx. 410-556-6173

www.unitylandscape
.com

Estimate #	Project
18454	RFP11-23-21

Item	Description	Qty	Rate	Total
Miscell...	Construction documents/presentation to explain design and proposed implementation. May incorporate county and Rigbie condominium feedback into final plans. Develop a construction cost estimate with a line item breakdown for clearing, slope stabilization and replanting with minimal erosion and further site disturbance. Detail construction process and acess points. Create a maintenance plan for control of invasive species and pests and predation for a 2 year period. Check that plans meet all criteria of the buffer management plan, the erosion and sediment conrol plan, and the forest clearing plan, and stormwater calculations. All plans and specifications required to bid the project. Design deliverable: three to four plan sheets, 24 x 36" (Arch D) provided to Maryland Critical Area Commission, Kent County, and Rigbie condominium Association.	35	105.00	3,675.00
Miscell...	10% standard markup fee: travel and printing costs	1	1,165.00	1,165.00
Design...	CONTRACT AGREEMENT I hereby contract Unity Landscape Design/Build to perform the work described above for the estimated amount of $12,715.00. A payment of $6,350.00 will initiate the contract with monthly billings through completion. Price is good for 120 days from the date of bid acceptance. Please make checks payable to Unity Landscape. CONTRACTEE CONTRACTOR Signed x_____ Signed x_____ Dated x _____ Dated x _____		0.00	0.00

	Total	$12,715.00

Three References and representative projects:

1. **Sawyer Residence**
   Contact: Murray Sawyer
   Phone 302.545.4953
   Cell: 410.778.9152
   hms@murraysawyer.com
   Large slope stabilization and revegetation project 2016

2. **Adkins Arboretum**
   Contact: Ginna Tiernan gtiernan@adkinsarboretum.org
   Main phone: 410.634.2847 Cell: 410.739.8715
   Stormwater project in parking area in 2019
   Unity was "incredibly efficient" and handled "all surprises really well"

3. **Town of Oxford**
   Contact: Cheryl Lewis, clerk/Treasurer
   Main phone: 410.226.5122
   Email: oxfordclerk@goeaston.net
   Bioswale maintenance and BMPs for the Town of Oxford
   (no images available)

Bank Stabilization images: Sawyer residence on Worton Creek, 2016

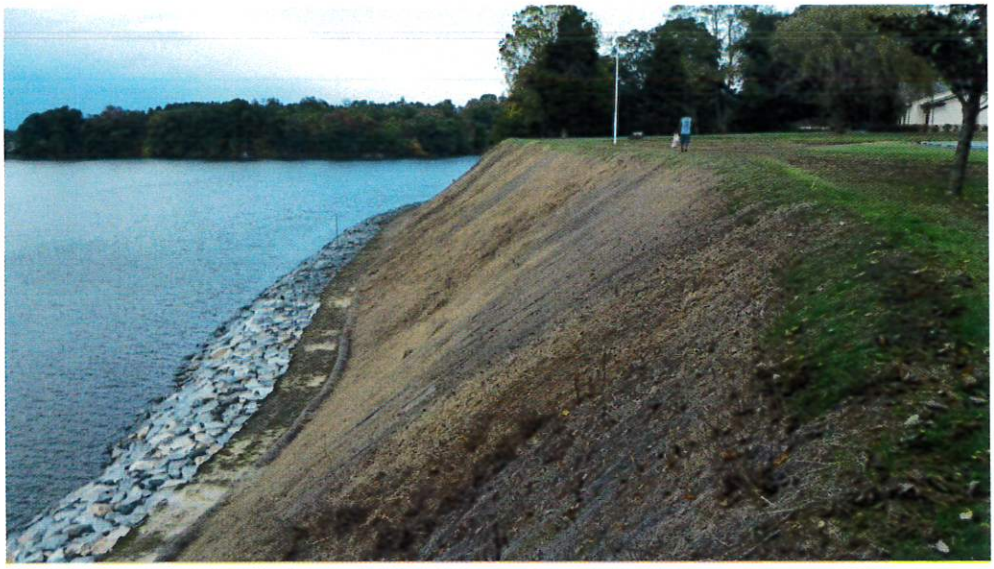
Worton, Maryland



Failing slope and cribwall



Slope cleared of invasives



Slope regraded and stabilized with jute, coir logs used to stabilize shoreline. A revetment Was added along the shoreline. Coir logs at the toe of the slope help prevent erosion and do not need to be removed at the end of their life cycle as they biodegrade.



Stabilized slope replanted with native perennials, which also provide seasonal interest and color

Stone Revetment:

Armor Rip Rap Revetment

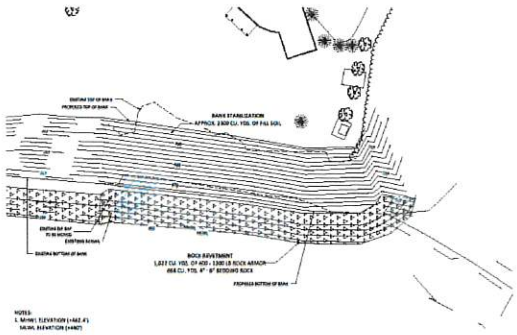
Worton, Maryland

unity design | build landscape

Located directly in the mouth of Worton Creek, this project was located in a high energy site, facing the Chesapeake Bay, resulting in the use of a stone revetment, a hard engineering technique . The bank in front of the residence which overlooks Worton Creek was severely undercut and unstable. The shoreline at this point had no access and no protection. The goal of this project was to stabilize the bottom of the bank by continuing the existing revetment south to the property line. The undercut bank and footprint of the revetment was stripped of all debris to allow construction access as well as stone and fill placement. The revetment was extended from the north end, to the south property line, roughly 220 feet. The fill was placed, and the undercut bank graded to a more stable slope. The bank was vegetated and the access from the top of the previous revetment was continued across the top of the new section as well.

BEFORE





AFTER

Stone Revetment:

Statistics
Location: Worton, MD
Water Body: Worton Creek
Length: 220'
Completed: 4/25/2016
Rock: 510 Tons

Unity Landscape Design/Build Contact :
Phone: 410-556-6010
Fax: 410-556-6173
E-mail: lucas@unitylandscape.com



Construction images: Adkins Arboretum 2016

Ridgely, Maryland

Unity installed a series of raingarden/detention basins that collect and filter water before releasing it to a pond. The basins were planted in native trees, shrubs and perennials.

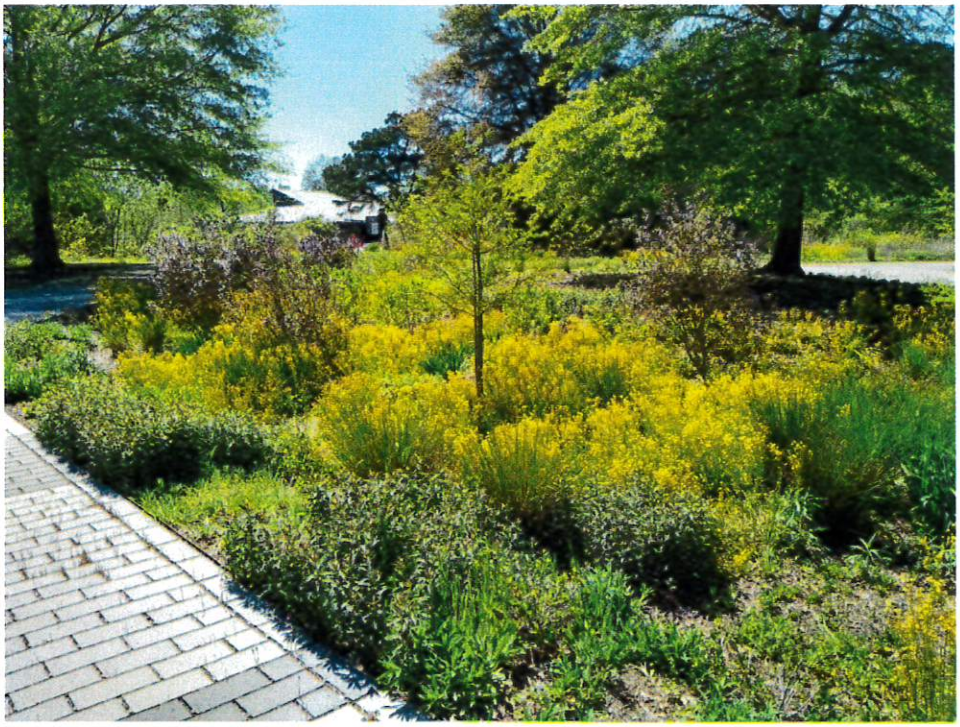


installing two gabion lined basins that will drain to the existing pond after filtering parking lot runoff





2016 planting photo



2021

Unity Design Build Landscape

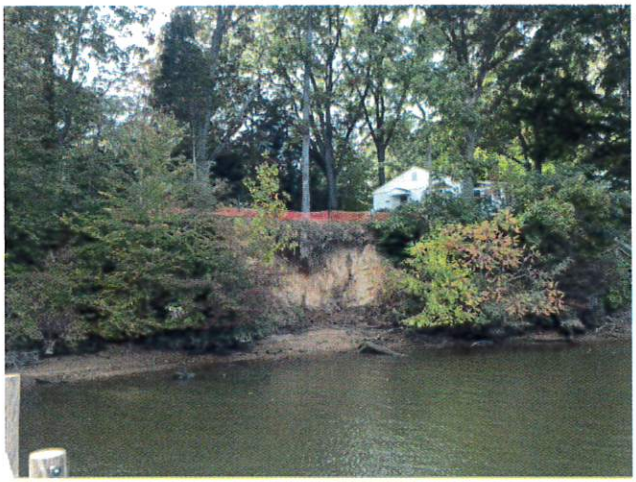
Stone Sill Living Shoreline:
Stone Sill W/ Opening

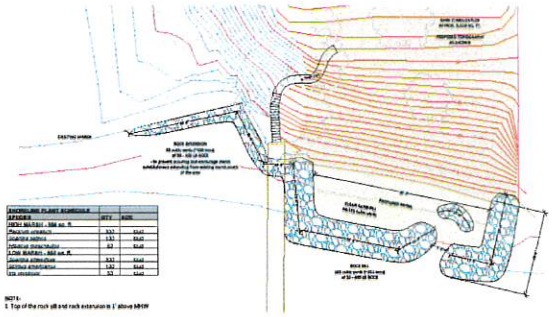
Kennedyville, Maryland

unity design | build landscape

Tucked away on the shores of Freeman Creek, in this relatively low energy site, there was a severe bank erosion problem. The purpose of this project was to construct a stone sill to minimize wave action from acting directly on the toe of the bank, and to grade the bank to a stable slope that could be planted. The shoreline was stripped of vegetation for access to the bank and the shoreline, by cutting an access through the bank down to the shoreline. The stone sill was constructed and the sand was placed behind the sill at a stable grade. The bank was graded and the access was filled back in, and stabilized so that the loose sediment would not run off the bank into the new marsh. Once the grading and stabilization was completed, the bank was planted and the grasses for the marsh were planted as well. This project has been very successful since planting, as the marsh has filled in with grasses, and a few other native species have been found on site as well, clearly promoting a very diverse ecosystem.

BEFORE





AFTER



Stone Sill Living Shoreline:

Statistics
Location: Kennedyville, MD
Water Body: Freeman Creek
Length: 135'
Completed: 6/20/2015
Rock: 98 Tons
Sand: 49 Tons
New Wetland Area: 1300+ Sq Ft

Unity Landscape Design/Build Contact :
Phone: 410-556-6010
Fax: 410-556-6173
E-mail: lucas@unitylandscape.com

STANDARD SEALED BID PRICE SHEET

BID NUMBER PHZ 22-01

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

TOTAL BID PRICE $ 12,715.00

To begin work as specified in the "Notice to Proceed" and to prosecute said work so as to complete the contract within 45 calendar days.

SCHEDULE OF VALUES

Please attach a Schedule of Values for work to be completed in response to the RFP.

Drug Abuse Policy in Effect? (Circle One)	**YES**	**NO**	
Insurance certificate attached? (Circle One)	**YES**	**NO**	
Bid Surety Attached? (Circle One)	**YES**	**NO**	not required
Signature form executed? (Circle One)	**YES**	**NO**	
Affidavit of qualification to bid? (Circle One)	**YES**	**NO**	
Non-collusion certificate? (Circle One)	**YES**	**NO**	

STANDARD SEALED BID FORM

BID NUMBER PHZ 22-01

BIDDER:

AGENT (TYPED): ROBIN HANWAY, PLA #4229 MD

FIRM Name: UNITY DESIGN BUILD LANDSCAPE

ADDRESS: 3621 CHURCH HILL ROAD

CHURCH HILL, MD 21623

TELEPHONE: 410.556.6010

EMAIL: robin@unitylandscape.com

FAX #: 410.556.6173

Submitted by: _____
(Signature of authorized agent above)

_____, **this** 29th **day of** November **2021.**

SIGNATURE FORM

NAME OF BIDDER: UNITY DESIGN BUILD LANDSCAPE

SIGNATURE OF AUTHORIZED PERSON: [signature]

PRINT AUTHORIZED PERSON: ROBIN HANWAY

TITLE OF AUTHORIZED PERSON: LANDSCAPE ARCHITECT / SALESPERSON

STREET NAME AND NUMBER: 3621 CHURCH HILL ROAD

CITY, STATE, ZIP CODE: CHURCH HILL, MD 21623

TELEPHONE NUMBER: 410.556.6010

FAX 410.556.6173

E-MAIL robin@unitylandscape.com

DATE: 11/23/21

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NO. 02-0665520

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

79963 - MHIC License #

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

MD license #4229

1. I am the (Title) Landscape Architect / Salesperson and the duly authorized representative of the firm of (Name of Corporation) Unity Design Build Landscape whose address is 3621 CHURCH HILL RD., CHURCH HILL, MD 21623 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any) NONE

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County Commissioners of Kent County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit is true and correct.

Signature [signature] Date 11/23/21

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the LANDSCAPE ARCHITECT / SALESPERSON LIC 4229
(Title)

and the duly authorized representative of the firm of UNITY DESIGN BUILD LANDSCAPE

whose address is 3621 CHURCH HILL RD., CHURCH HILL, MD 21623

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.

b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

11/23/21 Robin Hanway
Date Signature

11/23/21 ROBIN HANWAY
Date Print Name or Type

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/23/2021

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).

PRODUCER	CONTACT NAME: Jon Fellows	
Ashley Insurance 38 S. Harrison St Easton MD 21601	PHONE (A/C, No, Ext): 4108221900	FAX (A/C, No):
	E-MAIL ADDRESS: jon@ashleyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : PENNSYLVANIA NATL MUT CAS INS CO	14990
INSURED Unity Landscape Design Build Inc. 3621 Church Hill Rd. Church Hill MD 21623	INSURER B : PENN NATL SECURITY INS CO	32441
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		AC9 0727589	02/23/2021	02/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] 19	Y		AX9 0727589	02/23/2021	02/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y		UL9 0727589	02/23/2021	02/23/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000.00 $ 1,000,000.00 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WP90727589	02/23/2021	02/23/2022	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Leased/Rented Equipment			AC9 0727589	02/23/2021	02/23/2022	Limit Deductible	160,000 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Bettertown
PO Box 339
Bettertown MD 21610

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jon Fellows

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GENERAL TERMS AND CONDITIONS OF CONTRACT
BETWEEN COUNTY AND CONTRACTOR

("**General Conditions**")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations and is sufficient to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.

5. CHANGES

The DIRECTOR OF PURCHASING may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

(1) serve as liaison between the County and Contractor;

(2) give direction to the Contractor to ensure satisfactory and complete performance;

(3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

(4) serve as records custodian for this contract;

(5) accept or reject the Contractor's performance;

(6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST AND PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness

or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

a. Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.

b. Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.

c. These General Conditions.

The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-

five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property

specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

a. defaulting in performance or is not complying with any provision of this contract;

b. failing to make satisfactory progress in the prosecution of the contract; or

c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right

to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

Arnessa Dowell, Director, Kent County Public Library
12/14/2021
County Commissioners Meeting

Item Summary:
Kent County Public Library Galena Branch Fourth Amendment to Lease

ATTACHMENTS:

Description

12.14.21 Fourth Amendment to Lease, By and Between George Haggerty and Kent County Commissioners, KCPL Galena Branch 111 D. North Main Street

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease, dated as of this 14th day of December, 2021 By and between George O. Haggerty, Jr. (Landlord) and The County Commissioners of Kent County (Tenant).

Whereas, Landlord and Tenant have heretofore entered into a Five (5) Year Lease dated July 1, 2015, for certain premises located at 111D N. Main St., Galena, Maryland 21635, which was Amended on July 7, 2020 for an additional Six (6) Months until December 31, 2020 and further Amended on September, 2020 for an additional Six (6) Months until June 30, 2021 and further Amended June, 2021 for Three (3) Months until September 30, 2021.

Whereas, Landlord and Tenant desire to amend the term and rate of the lease as follows:

Lease Amendment Term: October 1, 2021 to December 31, 2021

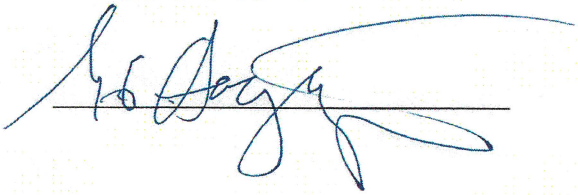
Three (3) Month Lease Rate $900/month

Except as herein specifically modified all terms and provisions of the Lease are and shall remain in full force and effect, and the Lease, as amended hereby, if ratified by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Fourth Amendment to Lease the day and year first written above.

LANDLORD

George O. Haggerty, Jr.



TENANT

Kent County Commissioners

P. Thomas Mason 12/14/21

P. Thomas Mason, President

Print Name and Title

Sondra M. Blackiston, Clerk/KATE Manager
12/14/2021
County Commissioners Meeting

Item Summary:
License Update

ATTACHMENTS:

Description

12.14.21 Memorandum, Pickering Associates, Inc., and Sam's Rock Hall Liquors, LLC

Kent County
MARYLAND

MEMORANDUM

To:	Commissioners Mason, Fithian, and Jacob
From:	Sallie Watson, Deputy Clerk II
Cc:	Shelley L. Heller, County Administrator Thomas N. Yeager, County Attorney Brandon McFayden, Inspector
Date:	12/14/2021
Subject:	License Updates: Pickering Associates, Inc. and Sam's Rock Hall Liquors, LLC

On October 5, 2021, the Board approved Sam's Rock Hall Liquors, LLC for a Class A, Beer, Wine, and Liquor License with Beer, Wine, and Liquor Tasting. Staff is pleased to report License No. 4738 was issued on November 22, 2021.

Pickering Associates, Inc. surrendered License No. 4698 and having met all the requirements, a prorated refund was issued per Alcoholic Beverages Article §24-1408.

Bulk Transfer Permit No. B0-00528 was validated by Inspector McFayden. The transfer of alcoholic beverages held in inventory by Pickering Associates, Inc. to Sam's Rock Hall Liquors, LLC is complete.

These transactions will be recorded in the monthly report of retail license activity given to the Comptroller of Maryland.

Procedures for Public Comment
12/14/2021
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

12.14.21 Public Comments Sign In Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR PUBLIC COMMENT

In addition to public appearance, the meeting is also being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

PUBLIC COMMENTS
SIGN IN SHEET
December 14, 2021

NAME **(please print)**	ADDRESS	TOPIC

Contingency and Use of Fund Balance Report
12/14/2021
County Commissioners Meeting

ATTACHMENTS:

Description

11.16.21 Commissioners Report Contingency

FY22 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
November 16, 2021

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/24/21	Kent County Health Department (KCHD)	$ 227,000	Hiring of (2) nurses and (2) nursing assistants for facilitate vaccination and testing clinic
9/7/21	Circuit Court	7,131	Replace carpet in Kent County Circuit Court project #BM 22-01
9/28/21	Building and Grounds	32,785	Exterior painting of the Kent County Courthouse and Kent County Government Center RFP No BM-22-02
10/5/21	Planning & Zoning	1,039	Permit fee waiver-Kent Attainable Housing, Inc. 24909 Lambs Meadow Road
10/12/21	Buildings/Grounds-Court House	40,852	HVAC split system-Court House
10/26/21	Water and Wastewater Fund	129,600	Water/Sewer allocation fees waiver for Kent County Society project in Worton (12/1/2020)
8/3/21	Buildings/Grounds-Court House	24,940	Asbestos Abatement - Court House, replacement of tiles, Clerk of Courts
11/30/21	Kent County Health Department (KCHD)	(227,000)	Move funding source to ARPA from Contingency Hiring of staff for vaccination & testing clinic
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TOTAL		**$ 236,347**	

BEGINNING CONTINGENCY BUDGET	**$ 400,000**
ENDING CONTINGENCY BALANCE	**$ 163,653**

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
6/22/2021	Sheriff's Office	$ 54,776	Body Cameras five year agreement
6/22/2021	University of Maryland Extension Office	$ 15,156	Increase FY22 Allocation-PTK positions salary increase
10/19/2021	Human Resources	$ 3,269	Transfer of current employee to HR Specialist
TOTAL		**$ 73,201**	

USE OF FUND BALANCE

Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.

Bill Mackey, Director, Planning, Housing, and Zoning
12/14/2021
County Commissioners Meeting

Item Summary:
Personnel
The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description