

**THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND  
AGENDA**

**August 29, 2023**

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

Meeting Announcements - Time Is Allotted At The End Of Each Meeting For The Commissioners To Receive Comments From The Public

Consent Items

- #1 - Regular Session Minutes, August 22, 2023
- #2 - Liquor Minutes, August 22, 2023
- #3 - Public Hearing Minutes, August 22, 2023
- #4 - Closed Session Minutes, August 22, 2023
- #5 - Kent County Youth Soccer, Raffle Only, September 9, 2023
- #6- Republicans of Kent, Raffle Permit, September 24, 2023

Special Class C Licenses

- Minary's Dream Alliance, Beer and Wine Only, September 16, 2023
- Kent Cultural Alliance, Beer and Wine Only, September 16, 2023
- Kent County Chamber of Commerce, Beer, Wine and Liquor, September 23, 2023
- Kent County Bar Association, Beer and Wine Only, October 12, 2023

County Attorney

- Thomas N. Yeager, County Attorney
- Alcoholic Beverage Public Hearing Protocol

Public Hearing

- Alcoholic Beverage License Hearing
  - Christian Havemeyer, Member
  - Jameson C. Culp, Member
  - Karyn B. McAuliffe, Member
  - White Swan Investors, LLC trading as The White Swan Tavern
  - Class B, Country Inn, Beer, Wine, and Liquor License

Proclamation

- Rosemary Ramsey Granillo, Director, Kent County Local Management Board and John Schratwieser, Director, Kent Cultural Alliance
- Proclamation - Hispanic Heritage Month
- Hope Clark, Executive Director, United Way of Kent County

Appointments

Harry Kettner, Captain, Kent County Sheriff's Office  
Kent County Sheriff's Office Equipment Program Grant Award  
Genevieve Croker, Executive Director, Rebuilding Together Kent County  
Letter of Support

Public Works Director

Environmental Operations Division  
Scrap Tire Drop Off Event Sponsorship  
Water and Wastewater Division  
Water Treatment Chemical Supplier Contract Renewals

Departmental Appointments

Patricia Merritt, Chief Finance Officer, Office of Finance  
Financial Update

Human Resources Director

Jim Miller, Director, Human Resources  
Human Resources Administrative Specialist Recruitment  
Human Resources Coordinator Discussion  
Jim Miller, Director, Human Resources  
Compensation Analysis

County Administrator Report

Dennis Hickman, Sheriff, Kent County Sheriff's Office  
Annual Certification Report/Equitable Sharing Agreement and Certification

Public Comment/Media Review

Procedures For Public Comment

American Rescue Plan Act Funds

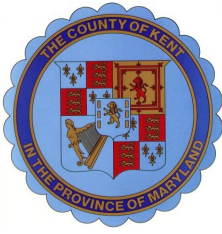
American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

(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.)



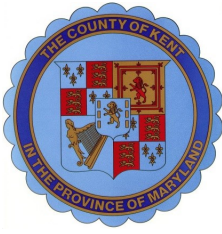


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**#1 - Regular Session Minutes, August 22, 2023  
8/29/2023  
County Commissioners Meeting**

**ATTACHMENTS:**

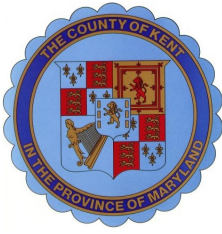
Description



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**#2 - Liquor Minutes, August 22, 2023  
8/29/2023  
County Commissioners Meeting**

ATTACHMENTS:  
Description

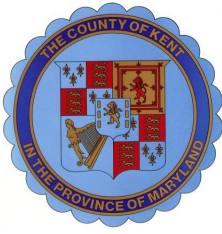


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**#3 - Public Hearing Minutes, August 22, 2023  
8/29/2023  
County Commissioners Meeting**

**ATTACHMENTS:**

Description

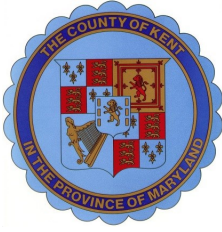


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**#4 - Closed Session Minutes, August 22, 2023  
8/29/2023  
County Commissioners Meeting**

**ATTACHMENTS:**

Description



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**#5 - Kent County Youth Soccer, Raffle Only, September 9, 2023  
8/29/2023  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

Kent County Youth Soccer, Raffle Only, September 9,2023, Application

## MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

|                                                                                    |                                                               |
|------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Name of Organization:                                                              | Kent County Youth Soccer                                      |
| Address of Organization:                                                           | PO Box 102 Centreville MD 21617                               |
| Telephone: ( )                                                                     |                                                               |
| Is the organization formed or located in Kent County?                              | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Does the organization serve the residents of Kent County?                          | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Is this organization tax exempt under the provisions of the Internal Revenue Code? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Tax Exempt Number:                                                                 | 84-1656206                                                    |

Person responsible for complying with permit regulations and requirements:

Name: Katie Hughes

Address: 25238 Swamp Road Worton MD 21678

E-Mail: khughes.kcys@gmail.com

Telephone: ( ) 717-503-3896

Type of permit sought: ☒ Raffle Only ☐ Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Kent County Worton Park Soccer Fields

Are these premises owned, leased, or regularly occupied by the organization named above? ☒ Yes ☐ No

Date(s) of fund-raising: September 9th 2023

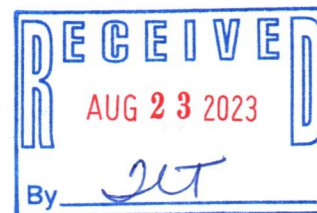
Date and Time of Drawing: Sept. 9th 2023 Begin at: 12pm End at: 1215pm

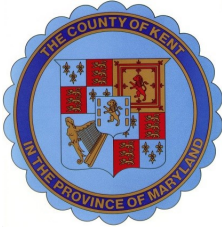
**If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.**

**If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.**

Signature of person completing this application: Katie Hughes

Please Select One:

☒ Pick Up☐ Mail Permit (will be mailed to person responsible)



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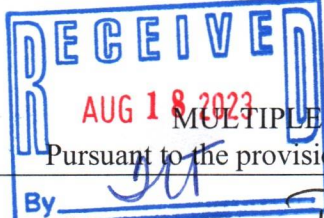
**#6- Republicans of Kent, Raffle Permit, September 24, 2023  
8/29/2023  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

Republicans of Kent, Raffle Only, September 24, 2023, Application

Permit# 19-2023



**MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION**

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

By [Signature]

Name of Organization: Republicans of KENT

Address of Organization: PO Box 1045 CHESTERTOWN MD 21620

Telephone: (443) 642-0403

Is the organization formed or located in Kent County? ☒ Yes ☐ No

Does the organization serve the residents of Kent County? ☒ Yes ☐ No

Is this organization tax exempt under the provisions of the Internal Revenue Code? ☐ Yes ☐ No

Tax Exempt Number: \_\_\_\_\_

Person responsible for complying with permit regulations and requirements:

Name: DAWN SUTTON

Address: 5802 Watermans Way, Rock Hall MD 21661

E-Mail: gopofkent@gmail.com

Telephone: (443) 642-0403

Type of permit sought: ☒ Raffle Only ☐ Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: 25367 Lambs Meadow Rd  
Worton MD 21678

Are these premises owned, leased, or regularly occupied by the organization named above? Yes ☐ No ☒

Date(s) of fund-raising: Sept. 24, 2023

Date and Time of Drawing: " " " " Begin at: 4 End at: 6

**If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.**

**If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.**

Signature of person completing this application: [Signature]

**Please Select One:**

☐ Pick Up

☒ Mail Permit (will be mailed to person responsible)



Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

|                                             |                                       |                                        |
|---------------------------------------------|---------------------------------------|----------------------------------------|
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Chance books | <input type="checkbox"/> Paddle Wheels |
| <input type="checkbox"/> Wheels of fortune  | <input type="checkbox"/> Card games   | <input type="checkbox"/> Lotteries     |

|                                      |
|--------------------------------------|
| <input type="checkbox"/> Other _____ |
|--------------------------------------|

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? ☒ Yes ☐ No

If no, please explain circumstances:

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Will alcoholic beverages be served or available for purchase at this fund-raising event? ☒ Yes ☐ No

Is the organization a religious organization? Yes ☒ No

If yes, has it conducted services regularly in Kent County for at least three (3) years? Yes ☐ No

Where are services conducted and how often? \_\_\_\_\_

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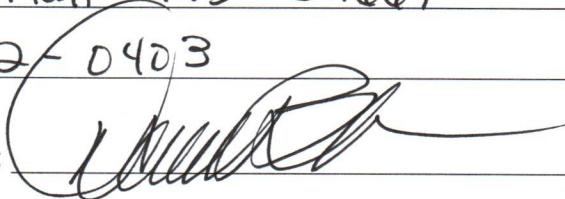
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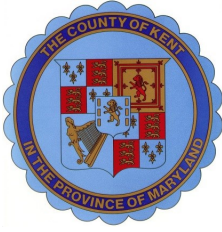
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

\_\_\_\_\_ % Civic      \_\_\_\_\_ % Charitable      100 % Educational

Name, address, and telephone number of person completing application:

DAWN SUTTON  
5802 Watermans Way  
Rock Hall MD 21661  
(443) 642-0403

Signature of person completing application: 



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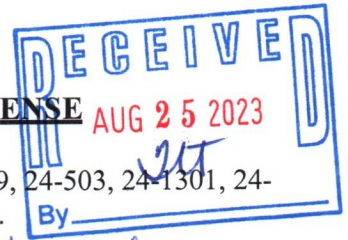
**Minary's Dream Alliance, Beer and Wine Only, September 16, 2023  
8/29/2023  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

Minary's Dream Alliance, Beer and Wine Only, September 16, 2023, Application

#4892



# APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer ( ) Beer and Wine ( ) Beer, Wine, and Liquor ( )

SMB verified w/ Darcia Wilson via phone

Wilson via phone

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Murray's Dream Alliance

Address 9135 American Legion Rd. Chestertown, MD

Type of Function Fundraiser

Location of Function 9135 American Legion Rd. Chestertown MD

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? No Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) Sept. 16.  
Begin at: 12pm End at: 12am and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15)  
in payment for the license.

1:00pm

SMB verified w/ Darcia Wilson via phone

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)



9. Applicants

(1) Vanessa Holloway Truxon 103 S. Church St. A, Stellersville, MD 21668  
Name Residence  
3 Parent Engagement 410-699-1728  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 25<sup>th</sup> day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Vanessa Holloway Truxon the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature] / Zita L. Seals

Notary Public Commission Expires  
March 2, 2025  
Kent County, MD

(SEAL)

(2) Paul L. A. Tue II 221 Ditchess RD Chestertown MD 21620  
Name Residence  
6 years Co-Executive Director 443-480-0710  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 25<sup>th</sup> day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Paul Tue the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature] / Zita L. Seals

Notary Public Commission Expires  
March 2, 2025  
Kent County, MD

(SEAL)

(3) Arlene Lee 100 Crestview Ct., Chestertown MD 21620  
Name Residence  
20+ years Board Member 410-299-4539  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 25<sup>th</sup> day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Arlene Lee the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature] / Zita L. Seals

Notary Public Commission Expires  
March 2, 2025  
Kent County, MD

(SEAL)

**STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH  
ALCOHOLIC BEVERAGES LAWS OF MARYLAND**

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: Doncella PRINT NAME: Doncella S. Wilson

SIGNATURE OF OWNER: Paul W. Tye III PRINT NAME: Paul W. Tye III

NAME OF ENTITY: Minary's Dream Alliance, Inc.

AUTHORIZED AGENT SIGNATURE: Doncella PRINT NAME: Doncella S. Wilson

TITLE OF AUTHORIZED AGENT: Owner

**NOTARY  
OWNER/ENTITY OF PREMISES**

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 25<sup>th</sup> day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared ~~Zita L. Seals~~ (S) Doncella Wilson / Paul Tye III and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.

(SEAL)

Zita L. Seals

Notary Public Commission Expires  
March 2, 2025





#4892

**Board of License Commissioners**Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member  
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney**SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT**

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

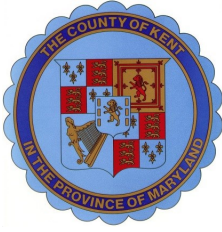
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Mary's Dream AllianceAddress 955 American Legion Rd. Chestertown MDName Doncella S. Wilson Doncella

(Please Print)

(Signature)

Phone # 443-258-3143 Date 08/25/2023



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**Kent Cultural Alliance, Beer and Wine Only, September 16, 2023  
8/29/2023  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

Kent Cultural Alliance, Beer and Wine Only, September 16, 2023, Application

#4896

**APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE**

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer ( ) Beer and Wine (X) Beer, Wine, and Liquor ( )



We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Kent Cultural Alliance

Address 101 Spring Avenue (Chester town, MD)

Type of Function Festival

Location of Function Park Row between Cross St. and Spring Ave.

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.
3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.
4. The applicants have not had a license for the sale of alcoholic beverages revoked.
5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? \_\_\_\_ Yes or (No)
6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.
7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.
8. The license for which this application is made is to be for the following day(s) 16 September 2023.  
Begin at: 6 pm End at: 9 pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15 )  
in payment for the license.

Please Select One:

(X) Pick Up Hester

( ) Mail Permit (will be mailed to above address)



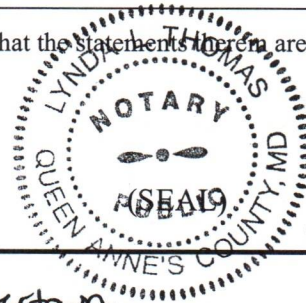
9. Applicants

(1) Hester Sachse 127 Washington Ave. Chestertown, MD 21620  
Name Residence  
9 yrs Deputy Director (845) 863-7924  
Length of Residence in Kent Co. Committee Title Phone No. Hester Sachse  
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 22<sup>nd</sup> day of August, 2023 before the subscriber, a Notary of the State of Maryland, personally appeared Hester Sachse the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

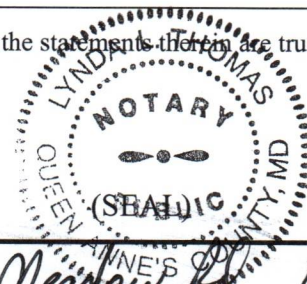


(2) Rosie Ramsey Granillo 103 Pine St. Chestertown  
Name Residence  
7 Volunteer 410 490 6168  
Length of Residence in Kent Co. Committee Title Phone No. Rosie Ramsey Granillo  
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 22<sup>nd</sup> day of August, 2023 before the subscriber, a Notary of the State of Maryland, personally appeared Rosie Ramsey Granillo the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

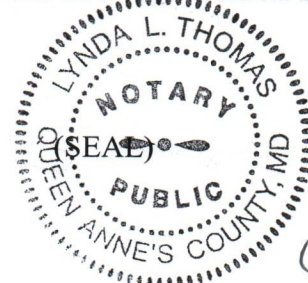


(3) John Schratwieser 25999 Lambs Meadow Rd. Water  
Name Residence  
20 yrs Director 410-778-9751  
Length of Residence in Kent Co. Committee Title Phone No. John Schratwieser  
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 22<sup>nd</sup> day of August, 2023 before the subscriber, a Notary of the State of Maryland, personally appeared John Schratwieser the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH  
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: *Laurence Dike* PRINT NAME: Laurence Dike

SIGNATURE OF OWNER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

NAME OF ENTITY: TOWN OF ~~FEARLESS~~ CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: *Laurence Dike* PRINT NAME: Laurence Dike

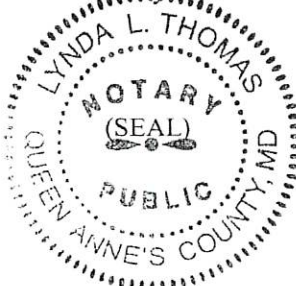
TITLE OF AUTHORIZED AGENT: Town Manager

NOTARY  
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 22<sup>nd</sup> day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Laurence Dike and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



*Lynda L. Thomas*

6.30.24





#4896

**Board of License Commissioners**

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member  
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

**SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT**

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

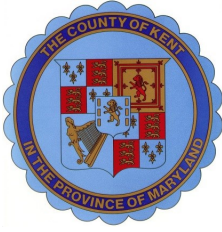
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Kent Cultural Alliance

Address 101 Spring Avenue Chestertown, MD 21620

Name Hester Sachse (Please Print) [Signature] (Signature)

Phone # (410) 778-3700 Date 8/22/23



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**Kent County Chamber of Commerce, Beer, Wine and Liquor,  
September 23, 2023  
8/29/2023  
County Commissioners Meeting**

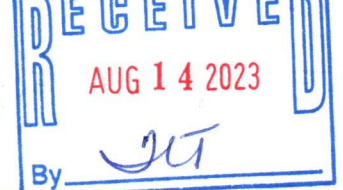
**ATTACHMENTS:**

**Description**

Kent County Chamber of Commerce, Beer, Wine and Liquor, September 23, 2023, Application



#4894

**APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE**

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

**Check One:** Beer ☐ Beer and Wine ☐ Beer, Wine, and Liquor ☒

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Kent County Chamber of Commerce

Address 122 N. Cross Street, Chestertown, MD 21620

Type of Function Fall FunFest

Location of Function 200 Block of High Street and Memorial Plaza

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.
3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.
4. The applicants have not had a license for the sale of alcoholic beverages revoked.
5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? No  
Yes or No
6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.
7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.
8. The license for which this application is made is to be for the following day(s) September 23, 2023  
Begin at: 1:00 pm End at: 6:00 pm and the applicant tenders herewith the sum of (\$ 25 Per Diem) (\$ 25 )  
in payment for the license.

**Please Select One:**

☒ **Pick Up**

☐ **Mail Permit (will be mailed to above address)**

9. Applicants

(1) Karyn L. Dustin 23150 Old Fairlee Rd Chestertown, MD 21620  
Name Karyn L. Dustin Residence  
2 years Treasurer 410-490-5703 Karyn L. Dustin  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

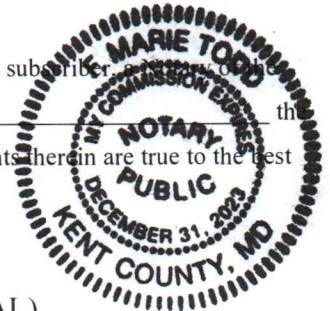
STATE OF MARYLAND

This certifies, that on the 1<sup>ST</sup> day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared KARYN L. DUSTIN the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

M. Marie Todd

(SEAL)



(2) Andrew Gillespie 8049 Quaker Neck Rd Chestertown MD 21620  
Name Andrew Gillespie Residence  
34 years Board 410-7081558 [Signature]  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 1<sup>ST</sup> day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Andrew Gillespie the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Karyn L. Dustin

my commission expires 1/24/2024

(SEAL)

(3) ZANE CARTER 25329 PARADISE PT. LN. WORTON, MD 21678  
Name Zane Carter Residence  
35 yrs. KCC BOARD 410-778-7370 [Signature]  
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

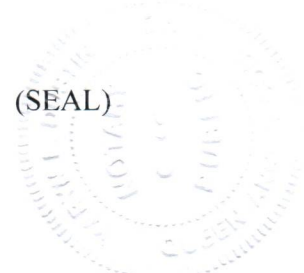
This certifies, that on the 9<sup>th</sup> day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Zane Carter the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Karyn L. Dustin

my commission expires 1/24/2024

(SEAL)





STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH  
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: James Dill PRINT NAME: Lawrence Dike

SIGNATURE OF OWNER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

NAME OF ENTITY: TOWN OF CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: James Dill PRINT NAME: Lawrence Dike

TITLE OF AUTHORIZED AGENT: TOWN MANAGER

NOTARY  
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 24<sup>th</sup> day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Lawrence Dike and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Lynda L. Thomas  
6.30.24

#4894

# 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 410-778-7435

[www.kentcounty.com/alcoholic-beverage](http://www.kentcounty.com/alcoholic-beverage)

SHELLEY L. HELLER  
COUNTY ADMINISTRATOR

THOMAS N. YEAGER  
COUNTY ATTORNEY

DAVID M. CARRIER  
ALCOHOLIC BEVERAGE & TOBACCO  
INSPECTOR

## SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

The issuance of this license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

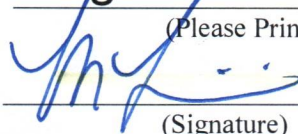
Name of organization, club, etc. Kent County Chamber of Commerce

Address 122 N. Cross Street, Chestertown, MD 21620

Name Meghan Livie

(Please Print)

Phone # 443-480-1499

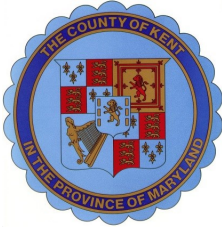


(Signature)

Date 8/1/23







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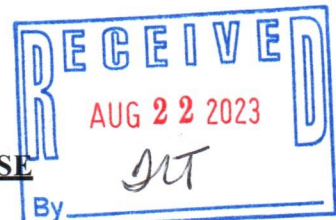
**Kent County Bar Association, Beer and Wine Only, October 12, 2023  
8/29/2023  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

Kent County Bar Association, Beer and Wine Only, October 12, 2023, Application

# 4895

**APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE**

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

**Check One:** Beer ( ) Beer and Wine (X) Beer, Wine, and Liquor ( )

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Kent County Bar Association

Address c/o P.O. Box 419 Chestertown MD 21620

Type of Function Crab Feast

Location of Function Turners Creek Pavilion

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.
3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.
4. The applicants have not had a license for the sale of alcoholic beverages revoked.
5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? NO Yes or No
6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.
7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.
8. The license for which this application is made is to be for the following day(s) 10/12/2023.  
Begin at: 4pm End at: 9pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15 )  
in payment for the license.

**Please Select One:**

☐ Pick Up

☒ Mail Permit (will be mailed to above address)

9. Applicants

28470 River Road,  
Millington, MD 21650

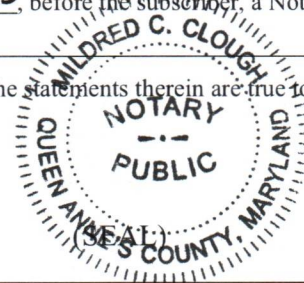
(1) Megan B Owings Kent County  
Name Residence  
44 years President 410-778-3023  
Length of Residence in Kent Co. Committee Title Phone No.  
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 14th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Megan B. Owings the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Mildred C. Clough



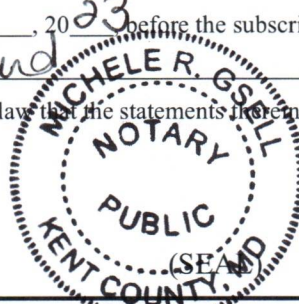
(2) Kathleen W Hurd Kent county 13031 Rosedale Cannery Road  
Name Residence Still Pond, MD 21667  
34 years Secretary 410-778-3515  
Length of Residence in Kent Co. Committee Title Phone No.  
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Kathleen W. Hurd the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Michelle Russell



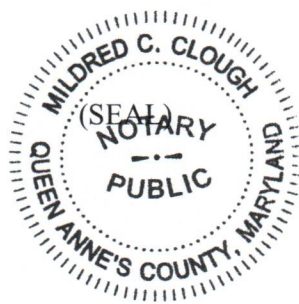
(3) Barbara Jorgenson Kent County 209 Washington Ave,  
Name Residence Chestertown, MD 21620  
18 years Treasurer 410 910 1037  
Length of Residence in Kent Co. Committee Title Phone No.  
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 15th day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Barbara Jorgenson the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Mildred C. Clough





**STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH  
ALCOHOLIC BEVERAGES LAWS OF MARYLAND**

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: Jillyn S. Coleman PRINT NAME: Jillyn S. Coleman  
SIGNATURE OF OWNER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

NAME OF ENTITY: Kent County Parks & Recreation

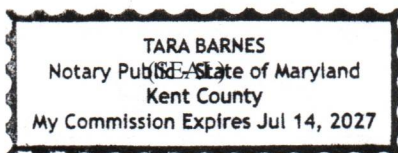
AUTHORIZED AGENT SIGNATURE: Jillyn S. Coleman PRINT NAME: Jillyn S. Coleman  
TITLE OF AUTHORIZED AGENT: Director

**NOTARY  
OWNER/ENTITY OF PREMISES**

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 21 day of August, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Jillyn S. Coleman and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Ta B





#4895

**Board of License Commissioners**Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member  
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney**SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT**

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

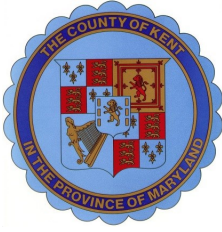
Name of organization, club, etc. Kent County Bar AssociationAddress c/o P.O. Box 419, Chestertown MD 21620

Name

Megan B. Owings  
(Please Print)Megan B. Owings  
(Signature)Phone # 410-778-3023Date 8/8/2023

R. Clayton Mitchell, Jr. Kent County Government Center

400 High Street, Chestertown, MD 21620 | (410) 778-4600 ext. 4 | kentcounty@kentgov.org | kentcounty.com/government



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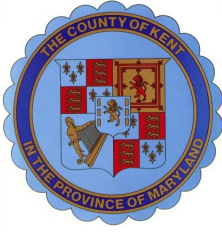
**Thomas N. Yeager, County Attorney**  
**8/29/2023**  
**County Commissioners Meeting**

**Item Summary:**

Alcoholic Beverage Public Hearing Protocol

**ATTACHMENTS:**

Description



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## **Alcoholic Beverage License Hearing 8/29/2023 County Commissioners Meeting**

### **Item Summary:**

Christian Havemeyer, Member

Jameson C. Culp, Member

Karyn B. McAuliffe, Member

White Swan Investors, LLC trading as The White Swan Tavern

Class B, Country Inn, Beer, Wine, and Liquor License

### **ATTACHMENTS:**

#### **Description**

08.29.23 White Swan Investors, LLC trading as The White Swan Tavern Public Hearing Notice

08.29.23 Testimony Log, Public Hearing, White Swan Investors, LLC Trading as The White Swan Tavern for a Class B, Country Inn, Beer, Wine, and Liquor License





## Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member  
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

### NOTICE

Application has been made by Members: Christian Havemeyer, Jameson C. Culp, and Karyn B. McAuliffe; representing White Swan Investors, LLC., for a Class B, Country Inn, Beer, Wine, and Liquor License on the premises known as:

**The White Swan Tavern  
231 High Street  
Chestertown, MD 21620**

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at the place therein described, for on-premises consumption to a registered guest. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on August 29, 2023, 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

A handwritten signature in blue ink, reading "Sondra M. Blackiston".

Sondra M. Blackiston, Clerk/KATE Manager

PUBLISH KCN 08/03/23, 08/10/23

# Testimony Log

## PUBLIC HEARING

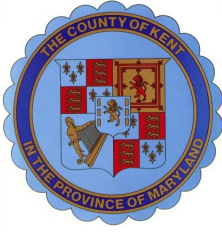
August 29, 2023

**White Swan Investors, LLC, trading as The White Swan Tavern for a Class B,  
Country Inn, Beer, Wine, and Liquor License**

**PLEASE SIGN IF YOU WISH TO SPEAK:**

NAME (Please Print)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_



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**Rosemary Ramsey Granillo, Director, Kent County Local Management  
Board and John Schratwieser, Director, Kent Cultural Alliance  
8/29/2023  
County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

08.29.23 Proclamation, National Hispanic Heritage Month 2023

08.29.23\_Proclamation\_\_National\_Hispanic\_Heritage\_Month\_2023 ESPANOL

Celebracion del mes de la Herencia Hispana Celebration of Hispanic Heritage Month (11 × 17 in)

# *Kent County, Maryland*



## *Proclamation*

### **HISPANIC HERITAGE MONTH** ***September 15, 2023 – October 15, 2023***

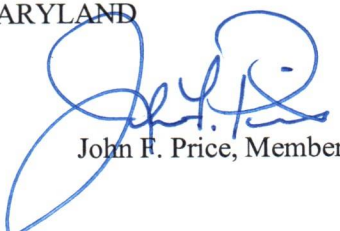
- WHEREAS,** National Hispanic Heritage Month, known as “Mes de Herencia Hispana”, is celebrated nationwide from September 15<sup>th</sup> through October 15<sup>th</sup> each year since 1968. Understanding that September 15 is significant because it is the anniversary of the independence of Latin American countries Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively; and
- WHEREAS,** Latinos are individuals who are descendants from Latin American countries and may speak a variety of different languages. Hispanics are individuals who speak Spanish and are descendants from Spanish-speaking countries, including Spain; and recognize that all 26+ Latin-American nations are not monogamous, and this month celebrates, honors, and pays tribute to all for their contributions to our County and our society; and
- WHEREAS,** Kent County is committed to recognizing Hispanic/Latino culture and heritage as an important part of the County and its strong, inclusive community; and
- WHEREAS,** Recognizing that Hispanics amount to an ever-growing population within Kent County and understanding that many Hispanics are entrepreneurial and play a vital role in our economy and workforce.

**NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND,** do hereby join the nation and proclaim September 15 – October 15, 2023, as **Hispanic Heritage Month**, and ask all to join us in recognizing and supporting the importance of National Hispanic Heritage.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

  
Ronald H. Fithian, President

Albert H. Nickerson, Member

  
John F. Price, Member

August 29, 2023



# *Kent County, Maryland*



## *Proclamación*

**MES DE LA HERENCIA HISPANA**  
***15 de septiembre, 2023 – 15 de octubre, 2023***

- MIENTRAS,** El Mes Nacional de la Herencia Hispana, se celebra a nivel nacional entre el 15 de septiembre al 15 de octubre de cada año desde 1968. Entendiendo que el 15 de septiembre es significativo porque es el aniversario de la independencia de los países latinoamericanos Costa Rica, El Salvador, Guatemala, Honduras y Nicaragua. Además, México y Chile celebran sus días de independencia el 16 y 18 de septiembre, respectivamente; y
- MIENTRAS,** Los Latinos son descendientes de países latinoamericanos y pueden hablar una variedad de idiomas diferentes. Los Hispanos hablan español y son descendientes de países hispanohablantes, incluyendo España; y reconocer que las más de 26 naciones latinoamericanas no son monógamas, y este mes celebra, honra y rinde homenaje a todos por sus contribuciones a nuestro condado y nuestra sociedad; y
- MIENTRAS,** El condado de Kent está comprometido a reconocer la cultura y herencia Hispana y Latina como una parte importante del condado y su comunidad fuerte e inclusiva; y
- MIENTRAS,** Reconocer que los Hispanos y Latinos constituyen una población en constante crecimiento dentro del condado de Kent y comprender que muchos Hispanos son emprendedores y desempeñan un papel vital en nuestra economía y fuerza laboral.

**AHORA, POR LO TANTO, NOSOTROS, LOS COMISIONADOS DEL CONDADO DE KENT, MARYLAND, por la presente nos unimos a la nación y proclamamos el 15 de septiembre al 15 de octubre de 2023 como el Mes de la Herencia Hispana, y pedimos a todos que se unan a nosotros para reconocer y apoyar su conmemoración.**

LOS COMISIONADOS DEL CONDADO DEL KENT, MARYLAND

Ronald H. Fithian, Presidente

Albert H. Nickerson, Miembro

John F. Price, Miembro

29 de agosto, 2023



**E(Ñ)E: Alianza para la Cultura y Comunidad Hispana,  
Kent County Local Management Board y  
Kent Cultural Alliance Presente**

**CELEBRACION DEL MES DE LA  
HERENCIA HISPANA  
CELEBRATION OF HISPANIC  
HERITAGE MONTH**



Fredy Granillo

8-30  
sept.

**Exhibición de Arte / Art Exhibition** *Raimond Center*

**Arte y Poesia / Art & Poetry 5-8 pm** *Raimond Center*

vie. 8  
sept.

sab. 16  
sept.

**Art Walk/Arte en Vivo 10 am – 3 pm** *Raimond Center*

**Fiesta Latina Bailable 6- 9 pm** *Park Row*

**Danza Y Cultura 1 pm & 4 pm** *Raimond Center*

sab. 30  
sept

Más Información:

More Information:

410-708-2283 (Esp)

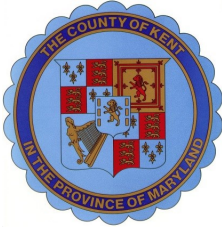
410-778-3700 (Eng)

[www.kentculture.org](http://www.kentculture.org)



Raimond Cultrural Center  
101 Spring Avenue  
Chestertown, MD 21620





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**Hope Clark, Executive Director, United Way of Kent County**  
**8/29/2023**  
**County Commissioners Meeting**

**ATTACHMENTS:**

**Description**

08.29.23 Proclamation, United Way of Kent County Month

08.29.23 United Way of Kent County Pamphlet and Informational Documents

# *Kent County, Maryland*



## *Proclamation*

### **UNITED WAY OF KENT COUNTY MONTH SEPTEMBER**

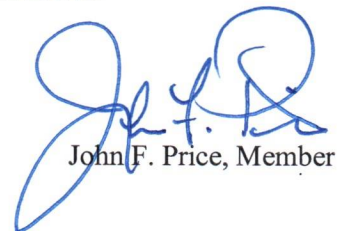
- WHEREAS,** The United Way is a non-profit fundraising organization staffed primarily by volunteers, supports 21 carefully selected and screened local education, health, and human service agencies; and
- WHEREAS,** The United Way is a progressive and flexible program enabling people to care for civic needs as they emerge under changing social conditions; and
- WHEREAS,** The dedicated service of volunteers enables the United Way to rank among the most efficient charitable organizations; and
- WHEREAS,** The unified fund-raising by United Way volunteers provides the most efficient and effective means by which public-spirited individuals may extend their support to associations that meet the essential needs of our home community; and
- WHEREAS,** The notable and essential services rendered by the United Way have won for it such public approval that its support has consistently expanded since its inauguration in 1957; and
- WHEREAS,** United Way of Kent County celebrates its 66<sup>th</sup> year in operation this year, and it has, since its inception, distributed over \$5.1 million to programs that directly benefit the citizens of Kent County, and intends to continue to beneficially impact the community in the future.

**NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND,** join the nation, and hereby proclaim September 2023, as “**United Way Month**” in Kent County, and recognize and acknowledge the importance of bringing awareness to our community.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

  
Ronald H. Fithian, President

Albert H., Nickerson, Member

  
John F. Price, Member

August 29, 2023





United Way  
of Kent County, Inc.



## 2022-2023 Board Directors



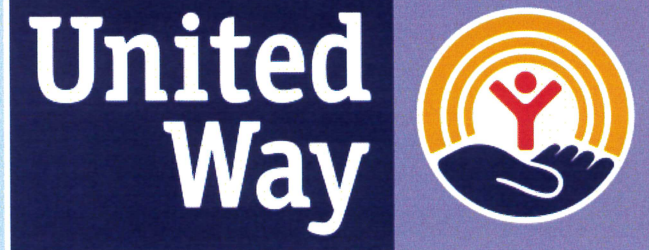
- |                       |                |
|-----------------------|----------------|
| • DeLia Shoge         | President      |
| • Bob Altieri         | Vice President |
| • Muriel Cole         | Secretary      |
| • Susan Conaghan      | Treasurer      |
| • Carol Droge         | Director       |
| • Matt Groppe         | Director       |
| • Johnnie Johnson     | Director       |
| • Marty Knight        | Director       |
| • Nina Ogor           | Director       |
| • Amanda Nelson Parks | Director       |
| • Rebecca Murphy      | Director       |
| • Susan Storm         | Director       |
| • David White         | Director       |

**Executive Director**

Hope Clark



Please follow us on Social Media  
for updates news and event



# United Way of Kent County

**FY 2022-2023 Annual Report**  
**Supporting our Community**  
**Together**



P.O. Box 594, 114 Lynchburg St  
Chestertown, Maryland 21620  
[help@unitedwayofkentcounty.org](mailto:help@unitedwayofkentcounty.org)  
410-778-3195

Visit our website for ongoing  
initiatives and how to get  
involved

[www.unitedwayofkentcounty.org](http://www.unitedwayofkentcounty.org)

**3380 Kent County**  
**Residents Served**  
**Special Thanks to**  
**543 individual donors**  
**and to our**

### Business Partners

#### Workplace Campaigns

- Benchworks
- Chesapeake Bank and Trust
- Dixon Valve and Coupling Co.
- Exelon (Delmarva Power)
- Kent County Board of Education
- Kent County Government
- The Peoples Bank
- Washington College
- Miscellaneous

#### Matching

#### Contributions

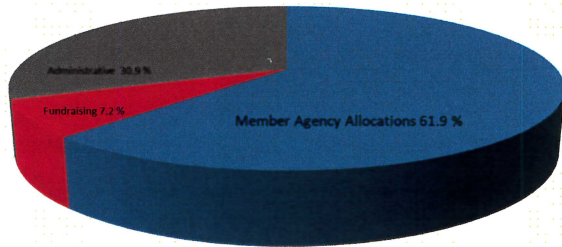
- Chesapeake Bank and Trust
- Dixon Valve and Coupling Co.
- Nationwide
- Pew Charitable Trusts

For more detailed information  
please visit our website

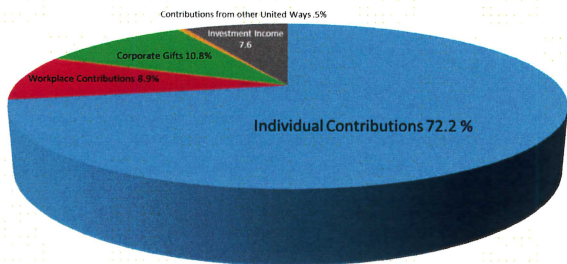




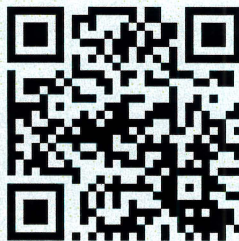
## Expenses



## Revenue



## Contribute!



## 2022-23 Partner Agencies

### Health

- American Red Cross
- Camp Fairlee/Easterseals
- Community Food Pantry
- Compass Regional Hospice
- For All Seasons
- Kent Association of Riding Therapy
- Kent County CARES Foundation
- Mid-Shore Council on Family Violence

### EDUCATION

- Big Brothers Big Sisters Eastern Shore
- Boy Scouts of the Del-Mar-Va Council
- Character Counts! Kent County!
- Girl Scouts of the Chesapeake Council
- Horizons of Kent and Queen Anne's
- Echo Hill Outdoor School
- RHYC Sailing School Scholarship Program

### FINANCIAL STABILITY

- Rebuilding Together Kent County
- Community Mediation Upper Shore
- Samaritan Group
- Shore Legal Access
- Upper Shore Aging
- MD Rural Development Corporation

### Annual Contributions

- AMAZONSMILE Foundation
- Baldwin Electrical Co., Inc.
- CHESAPEAKE BANK AND TRUST
- DIXON GROUP
- EASTERN SHORE ANIMAL HOSPITAL LLC
- Exelon Corporation
- Fountain High, Inc.
- GILLESPIE PRECAST, LLC
- JOHNSON & JOHNSON
- MILLINGTON HARDWARE



## Emergency Food and Shelter Program, Local Board Formed



Brought 14 local organizations together to distribute allocated FEMA funding to the Samaritan Group and the Good Neighbor Fund, for Emergency Food & Shelter and other vital support.

## Kent County, MD Local Food Council Formed

Brought 15 local organizations to share resources, best practices and work on Food Security.







United Way of Kent County

Hope Clark [executivedirector@unitedwayofkentcounty.org](mailto:executivedirector@unitedwayofkentcounty.org) 410 778 3195  
[Donations](#) can be sent to UWKC at: PO Box 594 Chestertown, MD 21620

### FY 2022-23 Impacts

- **For All Seasons**, which provides our 'in school mental health program' showed a 6.32% increase in the number of Kent County residents who received care over the past year. They served 202 individuals (115 youth in Kent County) with financial support to 16 uninsured, 22 underinsured people, and 127 low-income individuals and families on Medicaid/Medicare. In all, Kent United Way's funds support (representing roughly 242 sessions) in financial assistance for trauma-certified behavioral health services to uninsured and underinsured Kent County residents.
- In the last 6 months of 2022 **Mid Shore Pro Bono** served 134 Kent County Residents. MSPB closed 66 cases and provided legal counseling to 68 individuals or families. MSPB provided an attorney at rent court weekly where tenants were able to obtain same day representation. Approximately 45% of Kent County clients were tenants seeking assistance with a housing issue. 26% of Kent County clients sought help with a family law issue, 9% needed help with an Elder Law issue, 8% needed help with record expungement, and 3% sought assistance with a consumer debt issue.
- The **Kent County CARES Foundation** to promoted awareness of Adult Services and the Parent Child Interaction Therapy. They supported 59 children in 2022 with outreach events for the homeless and Child Abuse Prevention. UWKC Funds allowed them to obtain a documentation system for case tracking to continue to make forward progress in obtaining accreditation. Also, it facilitated a partnership with a community agency to fund a therapist in being trained in Parent Child Interaction Therapy, as well as a partnership with Baltimore Child Abuse Center for forensic interview peer reviews in order to enhance and develop forensic interviewers' skills with KCCAC.
- In 2022, the **Samaritan Group** Winter Shelter had 17 Guests (including 2 children) for 323 bed nights. They performed local outreach to 47 Clients including 27 families. Last fall the Samaritan Group became aware that some residents of Chestertown Landing faced imminent eviction. The Samaritan Board of Directors immediately authorized the Director of the Local Outreach Program to expend sufficient funds to prevent evictions. They contributed about \$8,000 to prevent evictions. This provided time for Mid-Shore Pro bono to sort out legal issues related to the situation.
- Between 1 June and 31 December, 2022, **Rebuilding Together Kent County** completed 37 repairs for 36 residents at 21 properties. Repairs included repairing or replacing three roofs, repairing or constructing 7 sets of entryway steps, and more than 25 other repairs including fixing electrical issues, installing grab bars and handrails, re-hanging cabinets, replacing windows and doors, and reconstructing a rotten wooden walkway.
- In the last 6 months of 2022, 102 Kent County residents were served with mediation services with **Community Mediation Upper Shore**

UWKC QR Code. Make a safe contribution.





United Way of Kent County

Hope Clark [executivedirector@unitedwayofkentcounty.org](mailto:executivedirector@unitedwayofkentcounty.org) 410 778 3195  
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- In the last 6 months of 2022, **Compass Regional Hospice** provided hospice and supportive care to 75 Kent County patients. Compass also provided grief support services (individual and group counseling) to 157 Kent County residents.
- Approximately 1000 Kent County residents were served by the **Community Food Pantry**
- **American Red Cross** – served 36 folks who found themselves in the midst of a disaster
- In 2022, **Mid Shore Council on Family Violence** served 40 Domestic Violence victims, and 44 children from Kent County. These are the kinds of services they provide: crisis counseling, safety planning, non-crisis counseling, follow up contacts, legal advocacy, food boxes/cards. They bring folks from Crisis to transition to self-sufficiency.
- **Character Counts** Kent County delivered consistent Character Education lessons to approximately 900 elementary students on a weekly basis, extending this effort to an additional 150+ middle school students who received bi-weekly lessons.
- 54 Kent County residents were able to take part in **Boy Scouts** activities.
- 83 Kent County residents were served by the **Girl Scouts** of the Chesapeake Bay. (five girls and three adults that are low-income) received financial assistance.
- 4 Kent County residents attended **Easterseals Camp Fairlee** on scholarships from the UWKC
- In 2022, 371 students and 37 faculty chaperones attended **ECHO Hill Outdoor School** activities
- 80 Kent County residents took part in **Horizons Kent** summer program.
- 193 Kent County students were served by **Kent Association of Riding Therapy**.

UWKC QR Code. Make a safe contribution.







United Way of Kent County

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[Donations](#) can be sent to UWKC at: PO Box 594 Chestertown, MD 21620, or with the QR code!

### FY 2023-24 Partner Agencies

| Agencies                            | Descriptions                                        | UWKC Impacts                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Red Cross of the Delmarva Peninsula | Disaster services and education                     | Supports the preparation for, response to, and assistance to Kent County residents in recovering after a home fire, flood or any other natural disaster.                                                                                                                                                                                             |
| BSA - Del-Mar-Va Council            | Civic leadership education                          | Supports low income boys that reside in Kent County to participate in volunteer led troops with financial assistance for GSUSA membership dues, council service fees, troop dues, activities, outdoor programming and start-up kits                                                                                                                  |
| Camp Fairlee/Easterseals            | Different abilities support                         | Supports recreation and respite for individuals age 6 and up with a safe and accessible camp experience where campers are challenged to discover their full potential, acquire new skills, and make new and lasting friendships while under the guidance of trained and qualified staff and give their families a much needed break from caregiving. |
| Character Counts! Kent County       | Character Education Program                         | Volunteer Character Coaches visit nearly 90 classrooms in the county to teach character building lessons to students grades Pre-K through 9th based on core values, Character: Respect; Trustworthiness, Responsibility, Fairness, Citizenship and Caring.                                                                                           |
| Chestertown RiverArts KIDS Spot     | KidSPOT Saturdays and summer programming            | Supports kids' art adventure classes taught by county arts educators and scholarships for qualified families needing financial assistance to attend.                                                                                                                                                                                                 |
| Community Food Pantry               | Food Security                                       | Distributes food to those in need, either at the Pantry, community outreach, or through the Backpack Program coordinated through Kent County Public Schools.                                                                                                                                                                                         |
| Community Mediation Upper Shore     | Expenses and Outreach                               | Provides services, free of charge, to families involved in court proceedings that may mandate mediation (financial security for families with court-ordered parenting plan mediations). Encourages earlier intervention in conflict resolution and Increases access to conflict resolution and relationship/ community building services.            |
| Compass Regional Hospice            | K-12 School Grief Counseling Program                | Provides children, adolescents, and teens, with school-based grief support, so that they can avoid or minimize facing some of the repercussions of loss.                                                                                                                                                                                             |
| Echo Hill Outdoor School            | Outdoor Education                                   | Supports supplemental tuition for public and private school children to experience outdoor environmental education.                                                                                                                                                                                                                                  |
| For All Seasons                     | School based mental health                          | Provides school-based mental health services in Spanish and English in all Kent County Public Schools.                                                                                                                                                                                                                                               |
| Good Neighbor Fund / CVMA           | Providing financial assistance not served by KC DSS | Emergency assistance for utilities, housing, Prescription and other vital needs to low Income Families in Kent County needing emergency financial assistance.                                                                                                                                                                                        |
| Horizons of Kent & Queen Anne's     | Scholarships for summer academic and fun camp       | Supports tuition-free educational and enrichment opportunities to stem the summer slide, bridge opportunity gaps, instill confidence, and empower future success.                                                                                                                                                                                    |



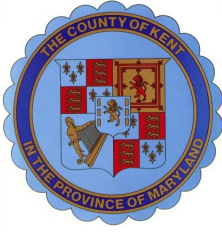
United Way of Kent County

Hope Clark [executivedirector@unitedwayofkentcounty.org](mailto:executivedirector@unitedwayofkentcounty.org) 410 778 3195



Donations can be sent to UWKC at: PO Box 594 Chestertown, MD 21620, or with the QR code!

|                                                  |                                                            |                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Kent Association of Therapeutic Riding           | Different abilities support                                | Supports children and adults with special needs to enhance their social and developmental growth.                                                                                                                                                                                                                                                         |
| Kent Attainable Housing                          | Path to access Home ownership                              | Supports financial literacy in the areas of budgeting, establishing good credit, and managing money through the Future Homeowners Program.                                                                                                                                                                                                                |
| Kent County CARES Foundation                     | Family advocacy programs                                   | Supports opportunities for children and families who are victims of child abuse to receive ongoing support and services that they would not otherwise receive from the KC DSS or other community partners in the area, through therapeutic services and increased staff training for enhanced services.                                                   |
| MD Food Bank                                     | Food Security                                              | Supports the Mobile Market program using a truck designed internally to work like a full choice food pantry, allowing neighbors to "shop" like they're in a small grocery store in Galena and the cost effective Pantry on the Go program out of Mt Olive AME church in Worton.                                                                           |
| Mid-Shore Council on Family Violence             | Programs that move victims from crisis to self-sufficiency | Supports domestic violence victims in Kent County with local access to the programs and services they need to help them move from crisis to self-sufficient survivor.                                                                                                                                                                                     |
| Mid-Shore Pro Bono                               | Free legal services                                        | Supports free legal advocacy and outreach for economic stability to Kent County residents.                                                                                                                                                                                                                                                                |
| Minary's Dream Alliance                          | Minary's Dream Alliance- Club FEAR                         | Supports youth age 12-17 impacted by, affected by, or diagnosed with Opioid Use Disorder and their families. Focused on providing social skills development, and equine therapy through Bridges at Worthmore in activities designed to address behavioral and health issues; with a focus on anxiety, depression, trauma-related disorders and addiction. |
| Open Door Partners                               | Tutoring services                                          | Supports tutoring students in our community who struggle with literacy at no cost to families in Kent County Public Schools.                                                                                                                                                                                                                              |
| RH 7th-day Adventist Church Blessing Bag Program | Food Security                                              | Distribution of weekly bags containing food, hygiene items & cleaning supplies to individuals and families that live in or around the town of Rock Hall.                                                                                                                                                                                                  |
| RHYC Sailing School Scholarship Program          | Student scholarships                                       | Supports community sailing by teaching sailing skills in a structured, safe and fun environment                                                                                                                                                                                                                                                           |
| Samaritan Group                                  | Emergency shelter - January - March                        | Supports Shelter Director and outreach costs for folks in danger of being homeless with emergency grants for rent utility bills.                                                                                                                                                                                                                          |
| Sister to Sister                                 | Learning to Love Ourselves and Each Other Program          | Supports activities for mothers 25-38 years old with children in Worton, MD to gain confidence to reach their potential.                                                                                                                                                                                                                                  |



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**Harry Kettner, Captain, Kent County Sheriff's Office**  
**8/29/2023**  
**County Commissioners Meeting**

**Item Summary:**

Kent County Sheriff's Office Equipment Program Grant Award

**ATTACHMENTS:**

**Description**

08.29.23 Governor's Office of Crime Control and Prevention Grant Award and Acceptance Form PACT-2024-0034 Sheriff's Office Equipment Program

07.06.23 Gary Richardson, Director, Grants Administration, Governor's Coordinating Offices, Kent County Sheriff's Office Equipment Program, Grant Award No. PACT-2024-0034





7/6/2023

Governor's Office of Crime Control and Prevention



Control Number:

45981

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

## Grant Award & Acceptance Form

**Grant Award Number:** PACT-2024-0034

**Sub-recipient:** Kent County Board of County Commissioners

**Project Title:** Kent County Sheriff's Office Equipment Program

**Implementing Agency:** Kent County Sheriff's Office

**Award Period:** 07/01/2023 - 06/30/2024

CFDA: State General Fund

|                 |                     |         |              |
|-----------------|---------------------|---------|--------------|
| Funding Summary | Grant Funds         | 100.0 % | \$202,735.00 |
|                 | Cash Match          | 0.0 %   | \$0.00       |
|                 | In-Kind Match       | 0.0 %   | \$0.00       |
|                 | Total Project Funds |         | \$202,735.00 |

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

### Police Accountability Fund

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

### FOR THE STATE OF MARYLAND:

Director, Grants Administration

Governor's Office of Crime Control and Prevention

### SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Ronnie Fithian, President

Typed Name And Title

8-29-23

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.

D21A01.02 STATE



## Grant Award - General Conditions

|                            |                                                |                             |                                           |
|----------------------------|------------------------------------------------|-----------------------------|-------------------------------------------|
| <b>Grant Award Number:</b> | PACT-2024-0034                                 | <b>Sub-Recipient:</b>       | Kent County Board of County Commissioners |
| <b>Award Period:</b>       | 07/01/2023 - 06/30/2024                        | <b>Implementing Agency:</b> | Kent County Sheriff's Office              |
| <b>Project Title:</b>      | Kent County Sheriff's Office Equipment Program |                             |                                           |

### 1 Award Period of Performance

Approved by the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) of the submitted application, and the subaward that it has generated, is for the time period stated in this Subaward Package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses must be provided within 60 calendar days. Also see the General Condition related to Termination of the Subaward.

### 2 Statutes and Requirements of State and Federal Funds

This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.

### 3 General and Special Conditions (POST AWARD INSTRUCTIONS)

This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

### 4 Sub-award Acceptance Document

The original Award Acceptance document containing the original signature of the Executive Director of the Office must be signed (electronic signature is acceptable) by the Authorized Official noted on the submitted application. This signed document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Acceptance of this subaward constitutes a commitment. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

### 5 Notification of Project Commencement Form

The Notice of Project Commencement/Delay form must be initialed in the Award Information Verification Section, AND signed at the bottom (electronic signature is acceptable) preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded in the Grants Management System (GMS) within 30 calendar days of the receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by the Office. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, you may submit Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.



## Grant Award - General Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 6 Special Conditions

It is important that you review all conditions attached to this subaward including general and special conditions. Each Special Condition page must be initialed by the Authorized Official\* on the bottom right hand corner (electronic signature is acceptable). The initialed Special Condition pages must be uploaded in the Grants Management System (GMS) within 21 calendar days of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. \*See General Conditions below related to the Authorized Official.

### 7 Subrecipient Organizational Capacity Questionnaire

This questionnaire (<http://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Please note, this document assessment is not part of the criteria used in making award decisions. This completed questionnaire is required post-award and must be submitted with your Award Acceptance Document and Notification of Project Commencement. Please note, this questionnaire must be completed by the Applicant Agency. For government agencies, it may be necessary to coordinate with the State or County directly and the agency, unit or division implementing the project.

### 8 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing your report, please know the source of grant and from which year your award has been funded. Your grant number can be found on your award documents (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once you are registered, the EEOP Utilization Report tool will give you step-by-step guidance for preparing and submitting your EEO Utilization Report and/or certification form.

Upon submission/completion of your report, forward the confirmation email to your funding manager and include a cc: [dlcivilrightscompliance\\_goccp@maryland.gov](mailto:dlcivilrightscompliance_goccp@maryland.gov) In your forwarded email, include in the subject line: Civil Rights/EEOP reporting and your award number so the Office can update your organization's information. If you have any questions, please email your funding manager and cc: [dcivilrightscompliance\\_goccp@maryland.gov](mailto:dcivilrightscompliance_goccp@maryland.gov).

### 9 Sub-award Budget Notice and New Personnel

The approved Budget Notice is included in your subaward packet. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to your Program Fund Manager in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be deobligated at the discretion of the Office. Also see General Condition related to Key Personnel.





## Grant Award - General Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 10 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits)

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

### 11 Consultant Rates

The threshold for consultant rates is \$650 per day. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification. Advanced approval is required.

### 12 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

### 13 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

### 14 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.

### 15 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

## Grant Award - General Conditions

|                            |                                                |                             |                                           |
|----------------------------|------------------------------------------------|-----------------------------|-------------------------------------------|
| <b>Grant Award Number:</b> | PACT-2024-0034                                 | <b>Sub-Recipient:</b>       | Kent County Board of County Commissioners |
| <b>Award Period:</b>       | 07/01/2023 - 06/30/2024                        | <b>Implementing Agency:</b> | Kent County Sheriff's Office              |
| <b>Project Title:</b>      | Kent County Sheriff's Office Equipment Program |                             |                                           |

### 16 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

### 17 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.



## Grant Award - General Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 18 Modifications to Subaward

You are required to submit a GAN if the budget modification changes the scope of the project, the project award period, and/or changes to Project Director or Fiscal Officer. This would include altering the period of performance, goals, activities and/or outcomes, adding budget line items, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of grant award efforts; or if a budget modification affects more than one budget category. For example, if you wish to transfer funds between the Equipment and Personnel categories, the Office currently requires the submission of a GAN.

Requests for changes or modifications must be submitted electronically in the GMS at least 30 calendar days prior to the end of the award through a GAN and approved by the Office prior to the occurrence. To be clear, the activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. This approval will come via an automated email from the GMS. These changes may not be requested via telephone, fax, or email.

There are limited subaward adjustments that do not require the submission of a GAN. Subrecipients are not required to submit a GAN if the proposed changes are within both the same budget category and existing line items and if the overall changes do not exceed the total budget category (i.e. you are not requesting additional funding). Additionally, subrecipients are not required to submit a GAN to change the name(s) of approved grant funded personnel as a result of staffing changes. subrecipients should update the Program Fund Manager of staffing changes via email or by including this information on the next quarterly progress reports. See the Grant Management System Help Documents area of the Office website for more information.

The recipient should act as soon as possible to submit an GAN via the GMS. All GANs must be submitted at least 30 days prior to the end of the award period, allowing the Office sufficient time to review the GAN. Exceptions for GANs within 30 days of the end of the award period will be considered on a case by case basis. Requests for an exception must be submitted via email to the Program Fund Manager with sufficient justification for the consideration of completion of the GAN administratively by the Program Fund Manager.

There are two types of GANs as follows:

1. General GAN - must be submitted to make any type of non budgetary change to a grant to include, but not limited to, project scope, changes to the period of performance, and personnel changes.
2. Budget GAN - must be submitted to make any changes to line items within the budget to include, but not limited to, reallocating funding, adding budget line items, deobligating funds, and requesting additional funding.

Depending on the adjustments requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time.

GANs must be completed by one of the following authorized personnel: authorized official, project director, the fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else will be returned to the subrecipient.





Governor's Office of Crime Control and Prevention

## Grant Award - General Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 19 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office via email at [support@goccp.freshdesk.com](mailto:support@goccp.freshdesk.com) and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

### 20 Issuance of Statements, Press Releases, or Other Documents - GOCYPVS role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number BJAG-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

### 21 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

### 22 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's Grants Management System (GMS) Training Videos, which can be accessed at: <http://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance through the online system, from application to reporting. If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the Office IT Staff at [support@goccp.freshdesk.com](mailto:support@goccp.freshdesk.com).



## Grant Award - General Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 23 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

### 24 Use of GOCOPYVS forms

All Governor's Office of Crime Prevention, Youth, and Victim Services' required forms must be generated electronically through the web-based Grants Management System (GMS). Only applications and/or reports that are in "Submitted" status online will be reviewed and considered.

### 25 Online Submission of Quarterly Report Forms inline with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the Office web-based Grants Management System (GMS). In accordance with policy, the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports and said reports have been approved by the Office.

**PROGRAM REPORTS:** Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15  
10/01 - 12/31: reports due 01/15  
01/01 - 03/31: reports due 04/15  
04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

**FINANCIAL REPORTS:** The Financial Report form must be electronically submitted within 15 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15  
10/01 - 12/31: reports due 01/15  
01/01 - 03/31: reports due 04/15  
04/01 - 06/30: reports due 07/15

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 15th of the following month.



## Grant Award - General Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 26 Submission of Revised Financial Report

The Final Financial Report must be submitted no later than 15 calendar days from the end of the final reporting period. If the initial 15 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 15 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 30 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 15 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

### 27 Failure to Submit Reports within allotted time frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the deobligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

### 28 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

### 29 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Please also see the General Condition on Records Retention.

### 30 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Please also see the General Condition on Monitoring Expenditures and 2 C.F.R. 200.333 regarding federal requirements.





## Grant Award - General Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 31 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

### 32 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <http://goccp.maryland.gov/grants/civil-rights-compliance/>. Also see the General Conditions related to Civil Rights Federal Reporting Requirements and Applicable Statutorily-imposed Nondiscrimination Requirements.

### 33 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

### 34 Single Audit Requirement

If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. If the audit discloses findings on Office grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521

### 35 ACORN

The subrecipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.



## Grant Award - General Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 36 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.

### 37 OJP Financial Guide

In addition to the Office's General Conditions (Post Award Instructions) and Special Conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The financial guide may be accessed at the following web URL:  
[http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO\\_2013Financial\\_Guide.pdf](http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf)

### 38 Food and Conference Costs

On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding enacted conference costs and reporting requirements. In order to follow the federal guidelines, the Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy. The Office may consider exceptions to this General Condition for non-federal funded grants.

### 39 Applicable Statutorily-imposed Nondiscrimination Requirements

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

### 40 DUNS and SAM.Gov Requirements

Throughout the entire period of the grant, the subrecipient must maintain a valid unique identifier (currently DUNS Number) and current registration with SAM.Gov. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is provided by the commercial company Dun and Bradstreet. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients.

Access to SAM.GOV: <https://sam.gov/SAM/>

### 41 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



## Grant Award - General Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 42 Hire within 45 days

All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office.

### 43 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

### 44 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

### 45 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy -- <https://dbm.maryland.gov/employees/Documents/Policies/SubstanceAbusePolicy.pdf>. The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.

### 46 Office Name Change Effective 1.1.2020

Any reference to the Governor's Office of Crime Control and Prevention or GOCCP should now be referenced as the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) per Executive Order 01.01.2020.01.





## Grant Award - Special Conditions

|                     |                                                |                      |                                           |
|---------------------|------------------------------------------------|----------------------|-------------------------------------------|
| Grant Award Number: | PACT-2024-0034                                 | Sub-Recipient:       | Kent County Board of County Commissioners |
| Award Period:       | 07/01/2023 - 06/30/2024                        | Implementing Agency: | Kent County Sheriff's Office              |
| Project Title:      | Kent County Sheriff's Office Equipment Program |                      |                                           |

### 1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

### 2 GOCPYVS support must be noted in any press releases, brochures, materials or RFPS related to this sub-award.

"The Governor's Office of Crime Prevention Youth and Victim Services funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

- 3 Receipts and/or back-up documentation reflecting actual expenditures must be submitted with each quarterly Financial Report form. Reimbursements to sub-recipients will not exceed actual costs.
- 4 All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.
- 5 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPYVS reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

- 6 If the SAM.gov account expires anytime during the life of the grant, GOCPYVS reserves the right to stop all activity / payments on the grant until the account is made current.



Governor's Office of Crime Control and Prevention

Regional Monitor:  
Fiscal Specialist:

Jones, Quentin  
Thomas, Courtney

## Budget Notice

**Grant Award Number:** PACT-2024-0034

**Sub-recipient:** Kent County Board of County Commissioners

**Project Title:** Kent County Sheriff's Office Equipment Program

**Implementing Agency:** Kent County Sheriff's Office

**Award Period:** 07/01/2023 - 06/30/2024

CFDA: State General Fund

|                 |                     |         |                     |
|-----------------|---------------------|---------|---------------------|
| Funding Summary | Grant Funds         | 100.0 % | <b>\$202,735.00</b> |
|                 | Cash Match          | 0.0 %   | <b>\$0.00</b>       |
|                 | In-Kind Match       | 0.0 %   | <b>\$0.00</b>       |
|                 | Total Project Funds |         | <b>\$202,735.00</b> |

### Equipment

| Description                                                               | Funding     | Quantity | Unit Cost   | Total Budget |
|---------------------------------------------------------------------------|-------------|----------|-------------|--------------|
| Body-worn camera upgrades - 22                                            | Grant Funds | 22       | \$4,083.00  | \$89,826.00  |
| Body-worn camera upgrades - 5                                             | Grant Funds | 5        | \$1,395.00  | \$6,975.00   |
| Vehicle cameras w/installation, upgrades, and cloud-based footage storage | Grant Funds | 6        | \$13,261.00 | \$79,566.00  |
| Vehicle cameras w/installation, upgrades, and cloud-based footage storage | Grant Funds | 2        | \$13,184.00 | \$26,368.00  |

Equipment Total: \$202,735.00

Approved:

Governor's Office of Crime Control and Prevention Authorized  
Representative

Effective Date: 7/1/2023



Governor's Office of Crime Control and Prevention

Control Number:

45981

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

Submitted Date:

## Programmatic Reporting

**Grant Award Number:** PACT-2024-0034

**Sub-recipient:** Kent County Board of County Commissioners

**Project Title:** Kent County Sheriff's Office Equipment Program

**Implementing Agency:** Kent County Sheriff's Office

**Award Period:** 07/01/2023 - 06/30/2024

CFDA: State General Fund

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

### Performance Measures (36)

|    |                                                                                                                                          |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1  | Number of trainings conducted to address implicit bias by officers                                                                       |  |
| 2  | Number of officers receiving physical fitness agility testing                                                                            |  |
| 3  | Number of officers screened by a licensed mental health provider                                                                         |  |
| 4  | Number of officers who received professional development training                                                                        |  |
| 5  | Number of officers trained on the appropriate use of force techniques                                                                    |  |
| 6  | Number of officers trained on de-escalation of conflict techniques                                                                       |  |
| 7  | Number of officers trained on peer bias intervention                                                                                     |  |
| 8  | Number of citizen police academies conducted                                                                                             |  |
| 9  | Number of officers who received tuition reimbursement                                                                                    |  |
| 10 | Percent of change in biased-based complaints                                                                                             |  |
| 11 | Percent of sworn officers who passed the mandatory annual physical fitness agility test                                                  |  |
| 12 | Percent of change in use of force complaints                                                                                             |  |
| 13 | Percent of citizens who have a positive opinion of the police in their community based on having gone through a citizens' police academy |  |



|    |                                                                                                                                       |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------|--|
| 14 | Number of body-worn cameras deployed                                                                                                  |  |
| 15 | Number of weapon/holster enabled detection/notification systems for unholstering and/or discharging of a firearm deployed             |  |
| 16 | Number of officers trained on virtual reality devices or scenario-based systems                                                       |  |
| 17 | Percent of cases body cameras assisted with the prosecution of criminal cases                                                         |  |
| 18 | Percent of complaints in which BWC video footage exonerated the officer(s)                                                            |  |
| 19 | Number of officers who received remedial training following a supervisory review of BWC video footage                                 |  |
| 20 | Number of officers who received remedial training because of unholstering and/or discharging of a firearm upon detection/notification |  |
| 21 | Number of cases identified by a law enforcement peer(s) and referred to internal affairs                                              |  |
| 22 | Number of officers identified in the Early Intervention System                                                                        |  |
| 23 | Number of times the public-facing Misconduct Database was utilized by complainants                                                    |  |
| 24 | Number of Use of Force incidents that were out of policy                                                                              |  |
| 25 | Number of citizens served by a law enforcement-based victim advocate                                                                  |  |
| 26 | Number of officers referred to an Employee Assistance Program                                                                         |  |
| 27 | Number of Police Accountability Board (PAB) hearings held                                                                             |  |
| 28 | Number of times body-worn cameras were utilized in an internal investigation                                                          |  |
| 29 | Percent of change in the number of Use of Force complaints because of early intervention                                              |  |
| 30 | Percent of public-facing misconduct database complaints were unfounded or non-sustained                                               |  |
| 31 | Percent of change for Use of Force complaints that were not according to agency policy                                                |  |
| 32 | Percent of officers who received employee assistance from an agency or agency-approved program                                        |  |
| 33 | Percent of cases BWC video footage exonerated the officer(s)                                                                          |  |

|    |                                                                                                                                                         |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 34 | Percent of complainants who reported a positive attitude toward law enforcement after receiving assistance from a law enforcement-based victim advocate |  |
| 35 | Percent of PAB cases recommended administrative charges                                                                                                 |  |
| 36 | Percent of PAB cases that resulted in criminal charges                                                                                                  |  |

## **Progress Report Questions (11)**

|    |                                                                                                                                                                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed. |
| 2  | Please list any successes and/or best practices developed through this program funded by the Governor's Office of Crime Prevention, Youth, and Victim Services.                                                                                                                                                                          |
| 3  | Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this program.                                                                                                                                                                                                                  |
| 4  | If no funds or minimal funds (less than 25%) were expended during this reporting period provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.                                                                                                        |
| 5  | Did your agency experience any problems or delays from the time equipment was ordered to the time it was received?                                                                                                                                                                                                                       |
| 6  | Summarize the progress of completed goals for the quarter, including program highlights or strategy activities (special events, program achievements, etc.) and dates of completion, if applicable. Also, highlight the status of any objectives that were delayed the previous quarter.                                                 |
| 7  | Is your agency following the spending plan described in your application? If not, please explain.                                                                                                                                                                                                                                        |
| 8  | Every quarterly report should provide a brief narrative assessment of the projects effectiveness thus far. The brief narrative should include qualitative and quantitative evidence, as available, and also highlight factors that the author considers to have facilitated or impaired the project's effectiveness.                     |
| 9  | Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.                                                                                                                                                                                                              |
| 10 | Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.                                                                                                                                                            |
| 11 | Only Required to be Completed in the Final Quarter of the Grant Period: What projects have you accomplished with the grant award? List accomplishments/successes and/or best practices developed through this grant funded program. Have all intended projects been completed? Please note any delays in project completions.            |

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Project Director - Hickman, Dennis*

*(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

**Printed Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_





## GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement  
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs  
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

July 06, 2023

The Honorable Ronald H. Fithian  
President  
Kent County Board of County Commissioners  
R. Clayton Mitchell, Jr. Kent County Government Center  
400 High Street  
Chestertown, MD 21620

RE: PACT-2024-0034

Dear President Fithian:

I am pleased to inform you that your grant application submitted by **Kent County Board of County Commissioners**, entitled "**Kent County Sheriff's Office Equipment Program**," in the amount of \$202,735.00 has received approval under the Police Accountability, Community and Transparency Grant program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Kent County Sheriff's Office Equipment Program enhances transparency and trust between law enforcement and the citizens it serves, ultimately creating a safer community. The program provides funds for equipment, equipment installation and training, service upgrades, and cloud-based footage storage fees related to body-worn cameras and vehicle cameras.

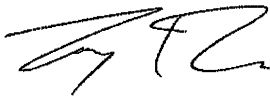
Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at [www.goccp.maryland.gov](http://www.goccp.maryland.gov). The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

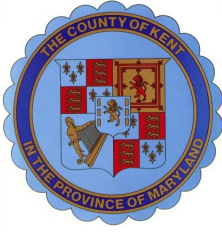
If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to be "GR", written in a cursive style.

Gary Richardson  
Director, Grants Administration

cc: Sheriff Dennis Hickman



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**Genevieve Croker, Executive Director, Rebuilding Together Kent  
County**

**8/29/2023**

**County Commissioners Meeting**

**Item Summary:**

Letter of Support

**ATTACHMENTS:**

**Description**

08.29.23 Kecia A. Campbell, Community Development Program Letter of Support Maryland Affordable Housing Trust Grant Application for Rebuilding Together Kent County



**The County Commissioners of Kent County**  
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member  
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

August 29, 2023

Kecia A. Campbell  
Community Development Programs  
Maryland Department of Housing and Community Development  
7800 Harkins Road  
Lanham, Maryland 20706

RE: Support – Maryland Affordable Housing Trust Grant Application for Rebuilding Together Kent County

Dear Ms. Campbell:

The County Commissioners of Kent County support Rebuilding Together Kent County (RTKC) with their grant application to Maryland Affordable Housing Trust to help support their Critical Home Repair Program. This project will help with rehabilitation assistance to income-eligible families who have home repairs but cannot afford to have them done.

RTKC has helped many residents with critical home repairs and this project will allow RTKC to continue to rehabilitate and make repairs on homes throughout the County. These repairs will improve substandard conditions and the improvements will allow families to remain in their homes. A healthy home is foundational for success in school, work, and life.

We respectfully request your favorable review of Rebuilding Together Kent County's grant application. Thank you for the opportunity to offer our support for this grant.

Sincerely,  
THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND

A blue ink signature of Ronald H. Fithian, written in a cursive style.

Ronald H. Fithian, President

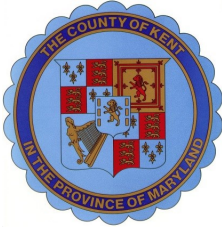
Albert H. Nickerson, Member

A blue ink signature of John F. Price, written in a cursive style.

John F. Price, Member

Cc: Genevieve Croker, Executive Director, Rebuilding Together Kent County





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## **Environmental Operations Division**

### **8/29/2023**

## **County Commissioners Meeting**

### **Item Summary:**

Scrap Tire Drop Off Event Sponsorship

### **ATTACHMENTS:**

#### **Description**

08.29.23 Intergovernmental Agreement MES Contract No. 2-24-4-25 Citizen Scrap Tire Drop-Off Event By and Between The Maryland Environmental Service and Kent County Maryland

## CITIZEN SCRAP TIRE DROP-OFF DAY EVENT

### INTERGOVERNMENTAL AGREEMENT

MES Contract No. 2-24-4-25

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made this 29th day of August 2023 ("Effective Date"), by and between the **Maryland Environmental Service** (hereinafter "MES"), and **Kent County Maryland** (hereinafter "County") (hereinafter collectively, the "Parties" and individually a "Party")

#### WITNESSETH:

**WHEREAS**, the Maryland General Assembly, by Chapter 640 of the Laws of Maryland 1991, established a Scrap Tire Recycling System; and

**WHEREAS**, MES is responsible for establishing the Scrap Tire Recycling System statewide which includes components for recycling scrap tires; and

**WHEREAS**, MES and the County have agreed to enter into this Agreement to sponsor a Citizen Scrap Tire Drop-Off Day Event (hereafter referred to as the "Event") to recover and dispose of scrap tires deposited at the County designated facilities by County residents on the designated day of the County event; and

**WHEREAS**, MES and the County have each agreed to provide certain services at no expense contingent upon adequate funding being provided by the Maryland Department of the Environment ("MDE"); and

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained the parties agree as follows:

#### **1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to implement a Citizen Scrap Tire Drop-Off Day Event for County residents to dispose of the scrap tires that they have accumulated on their properties at no cost to the residents.

#### **2. COUNTY RESPONSIBILITIES**

The County shall furnish all supervision, labor, materials, and equipment necessary to perform the responsibilities set forth in the Scope of Work, attached hereto as Attachment A, and expressly incorporated into and made a part of this Agreement. The County's responsibilities include but are not limited to providing the site for the Event, staffing the site, providing labor and/or equipment to load scrap tires into transportation vehicles, and arranging for the recycling or disposal of the scrap tires, all at the County's own expense.

INTERGOVERNMENTAL AGREEMENT BETWEEN  
MARYLAND ENVIRONMENTAL SERVICE and  
KENT COUNTY MARYLAND  
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT  
Page 2 of 5

**3. MES RESPONSIBILITIES**

MES shall provide supervision, labor, materials, and equipment necessary to perform the MES responsibilities as described in the Scope of Work (identified as Attachments A) and expressly incorporated into and made a part of this Agreement. MES responsibilities include but are not limited to coordinating Event execution with the County, providing an Event summary report to MDE and reimbursing the County for the cost of transportation and disposal of scrap tires collected during the Event up to the dollar limit of the Event from funds provided by MDE.

**4. TERM OF AGREEMENT**

The term of this Agreement shall be from the Effective Date until **December 31, 2028**, unless terminated at an earlier date by either the County or MES. MES obligations under this Agreement are contingent upon the receipt of funding from MDE.

**5. PRINCIPAL CONTACTS**

The principal administrative contacts for this Agreement are:

|     |   |                                                                                                                                                     |
|-----|---|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| MES | - | Charles Peng<br>Senior Engineer<br>259 Najoles Road Millersville, MD<br>21108<br>443-883-0837<br><a href="mailto:cpeng@menv.com">cpeng@menv.com</a> |
|-----|---|-----------------------------------------------------------------------------------------------------------------------------------------------------|

|        |   |                                                                                                                                                                                                |
|--------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY | - | Michael S. Moulds, PE<br>Director<br>Dept. of Public Works<br>Morgnac Road, Suite 104<br>Chestertown, MD 21620<br>410-778-7439<br><a href="mailto:mmoulds@kentgov.org">mmoulds@kentgov.org</a> |
|--------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**6. MODIFICATIONS**

Any modifications to this Agreement must be in writing and agreed to by both parties.

INTERGOVERNMENTAL AGREEMENT BETWEEN  
MARYLAND ENVIRONMENTAL SERVICE and  
KENT COUNTY MARYLAND  
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT  
Page 3 of 5

**7. SUBCONTRACTING**

The County may not subcontract, assign or otherwise dispose of any portion of this Agreement except with the written consent of MES. Consent to subcontract, assign or otherwise dispose of any portion of the Agreement shall not be construed to relieve the County of any responsibility for fulfilling all the requirements of this Agreement.

Any and all subcontractors retained by the County or the MES in the course of performance of this Agreement, except for subcontractors which are agencies of the State of Maryland, shall indemnify and save harmless and defend the State of Maryland, the MES, the County and all of their respective representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the County or the MES or any subcontractor, or their respective employees, agents, or representatives. This responsibility is not to be deemed a waiver of any immunity that may exist in any action against the MES or the County.

**8. RIGHT TO DATA, PUBLIC DISCLOSURE**

Except as may be required by law, neither Party shall publicly disclose any data or information delivered under this Agreement without the prior approval of the other Party.

**9. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Maryland, and the Parties expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

**10. COMPLIANCE WITH LAWS**

The County and the MES will observe and comply with the Federal, State and local laws and ordinances that affect, in connection with the Agreement, the work to be performed, those employed or engaged in connection therewith, any material or equipment used, or the conduct of the work itself.

**11. INDEMNIFICATION**

The County, to the extent permitted by law, shall protect, indemnify, and hold the MES and its officers, employees and agents harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys' fees, for personal injury to, or death of, any person, or loss or damage to property, or contamination of or adverse affect to the environment, or any violation of governmental laws, regulations, caused solely by the acts, errors



INTERGOVERNMENTAL AGREEMENT BETWEEN  
MARYLAND ENVIRONMENTAL SERVICE and  
KENT COUNTY MARYLAND  
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT  
Page 4 of 5

or omissions of the County, its agents, contractors or employees, in connection with or as a result of this Agreement or the performance of its obligations hereunder.

**12. TERMINATION FOR CONVENIENCE**

The performance of work under this Agreement may be terminated by either the MES or the County after 30 days prior written notice to the other Party.

INTERGOVERNMENTAL AGREEMENT BETWEEN  
MARYLAND ENVIRONMENTAL SERVICE and  
KENT COUNTY MARYLAND  
FOR CITIZEN SCRAP TIRE DROP-OFF DAY EVENT  
Page 5 of 5

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective representatives hereunder duly authorized, all as of the day and year first above written.

MARYLAND ENVIRONMENTAL SERVICE

Amanda Cooper  
WITNESS

BY: Charles C. Glass  
Charles C. Glass, Ph.D., P.E.  
Executive Director

Approved as to form and legal  
sufficiency this 7th day of  
August, 2023.

Sean L. Coleman  
Assistant Attorney General

KENT COUNTY, MARYLAND

Jack M. Gresham  
WITNESS 08/29/23

BY: Ronnie Fithian 8-29-23  
NAME: Ronnie Fithian  
TITLE: President

**Attachment A**  
**SCOPE OF WORK**  
**FOR THE**  
**CITIZEN SCRAP TIRE DROP-OFF DAY EVENT**

**PURPOSE**

**Overview**

The Maryland Environmental Service ("MES") and the participating County (the "County") shall participate in the Citizen Scrap Tire Drop-Off Day Event (the "Event") designed to collect scrap tires from Maryland County residents. Funding for the implementation of this Project including project management, media announcements and the transportation and responsible disposal of scrap tires is to be provided through the State Used Tire Cleanup and Recycling Fund administered by the Maryland Department of the Environment ("MDE").

**BACKGROUND**

**The Tire Fund**

In 1991, the Maryland General Assembly adopted the Scrap Tire Recycling Act (the "Act") to address the problems associated with the environmentally responsible disposal of scrap tires in the State of Maryland. The law established the State Used Tire Cleanup and Recycling Fund, which is funded by the collection of an \$0.80 per tire fee on the sale of each new tire in the State, as amended effective April 1, 2005. MDE may use the Fund for projects to reduce, recover and recycle scrap tires in the State.

**The Event**

This Event is intended to aid State residents by providing a responsible disposal-alternative that is substantially free of charge for residents who have accumulated a small number of scrap tires. A secondary objective of this Event is to educate citizens about Maryland's laws and regulations regarding the collection and disposal of scrap tires. It is intended that public education will deter residents from accumulating scrap tires in the future.

**Event Funding Level**

The funding to the Citizen Scrap Tire Drop-Off Day Event is not guaranteed every year. MDE will notify MES on a yearly basis when the MDE's Fiscal Year Budget is approved by Board of Public Works. The availability of funding and event timelines are subject to MDE approval. Upon MDE's approval and authorization of work, MES will issue an event notification letter to the counties identified by MDE. In the event notification letter, MES will indicate the reimbursement limits to each selected county and the timelines of the Event that has been approved by MDE. The

reimbursement limits will be based on the MDE-approved budget and the number of participating counties.

## **EVENT PARAMETERS**

### **Overview**

The Citizen Scrap Tire Drop-Off Day Event is a series of one-day events conducted on a county-by-county basis. All participating Maryland counties will conduct their events independently on a date of their choosing through coordination with MES.

County residents will participate in the Project by delivering scrap tires using appropriate non-commercial vehicles to the Primary Event Location designated by the County. County residents will be permitted to deliver up to ten (10) scrap tires per vehicle on the County's event date. There will be a one-trip-per-resident limit. Acceptance of the type of tires in this Event will be left to the discretion of the individual participating County in conjunction with its contracted scrap tire hauler. Commercial haulers or generators of scrap tires shall not participate in this Event. MDE will issue a temporary scrap tire license waiver letter to each participating County.

All scrap tires collected during the Event shall be transported and disposed using MDE-licensed scrap tire haulers and MDE-licensed scrap tire disposal or processing facilities.

The Primary Event Location will be identified by the County and will be advertised by the County in advance of the Event upon the County's confirmation of participation with MES.

## **SCOPE OF SERVICES**

### **RESPONSIBILITIES OF PARTICIPATING COUNTY:**

The County shall provide the following services:

- Participate in planning meetings or conference calls, as needed, to plan the event.
- Provide a Primary Event Location for the collection of scrap tires from the residents within the County on the Event date.
- Advertise the Event in its local newspaper or on social media upon County's confirmation with MES of the participation of the Event.
- Provide staff and equipment for the Event tasks including verifying participants (residents) status, recording number of participants, controlling traffic, recording number of scrap tires collected, and loading transportation vehicles with scrap tires (either manually or with equipment). Scrap tires collected from the Event shall be separate from the County's day-to-day operating collections.
- Transport and properly dispose collected scrap tires at a licensed facility by a licensed scrap tire hauler under direct contract with the County. The County is responsible for the hauling



and disposal of the scrap tires collected from the Event. The fees for scrap tire transportation and disposal shall be paid directly by the County to its contracted hauler.

- Provide MES with an invoice for the advertisement cost incurred by the County for the Event. The invoice, up to the maximum amount as specified by the project, must be submitted to MES within 45 days after the County event. Any invoice received after the specified timeframe will be the responsibility of the County.
- Provide MES with an invoice for scrap tire hauling/disposal, up to the maximum amount as specified by the project. The invoice must contain the County hauler's invoice with copies of weigh tickets and Scrap Tire Tracking Forms (blank form attached) as validation. The invoice must be submitted to MES within 45 days after the County event. Any invoice received after the specified timeframe will be the responsibility of the County.
- The County is responsible for the tire hauling/disposal and advertisement costs that exceed the reimbursement limits specified by the Project, without expectation of reimbursement.
- Submit a summary report for the Event including the following information: Event date and location, number of participants, total tonnage of scrap tires collected, and scrap tire hauler and disposal/processing facility information.

#### **MES RESPONSIBILITIES:**

MES shall provide the following services:

- Coordinate Event execution with the County.
- Manage reimbursement to the County for the County's advertising expenses not to exceed the amount as specified by MES.
- Manage reimbursement to the County for transportation and disposal of scrap tires collected from the Event not to exceed the amount as specified by MES.
- Track and record tonnage and transportation/disposal costs of scrap tires collected from the Event and submit a summary report to MDE.

#### **PAYMENT**

MES will reimburse properly submitted invoices from the County within 45 days of receipt of accepted invoices.

## **SCHEDULING**

### **Event Task Schedule**

Upon approval from MDE to execute an event, the event shall be completed according to the schedule established by the County and MES.

Generally, an event will follow a series of steps as outlined below:

- MES sends out notification of event and participation survey to the Counties identified by MDE. The Counties will be notified of the reimbursement limits and specified timelines of the Event that is authorized and funded by MDE.
- Counties provide MES with planned event dates and primary event locations. Each participating county's event date will be determined by the county after its coordinating with the county-contracted scrap tire hauler.
- Counties advertise the events upon confirmation with MES of interest of participation, event dates/locations, and other information requested on the participation survey form that MES provided.
- Counties conduct their respective Citizen Scrap Tire Drop-Off Day Events at their primary event locations.
- Counties submit invoices for reimbursement of advertising expenses with supporting documents within 45 days after their event concludes.
- Counties submit invoices for scrap tire hauling/disposal with supporting documents within 45 days after their event concludes. Supporting documents shall include a summary report, hauler's invoices to the County, Scrap Tire Tracking Forms, and weigh tickets.
- MES submits a summary report to MDE 90 days after the last event concludes.

### **END OF SCOPE OF WORK**

Maryland Environmental Service  
**SCRAP TIRE TRACKING FORM**

**WEIGHT & DELIVERY INFORMATION**

PROJECT NAME Citizen Scrap Tire Drop-Off Day  
Event (Year \_\_\_\_\_)

COUNTY \_\_\_\_\_

**SCALE FACILITY**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_

**HAULING CONTRACTOR or SUBCONTRACTOR**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_

**EMPTY Container IN**

Date \_\_\_\_\_

**Verification of Delivery - County**

Name (above)  
 Date: \_\_\_\_\_

Tractor Tag # \_\_\_\_\_

Trailer/Container Tag # \_\_\_\_\_

Tractor Vehicle # \_\_\_\_\_

Trailer/Container Vehicle # \_\_\_\_\_

**TARE WEIGHT**

Tractor plus EMPTY  
 Trailer or Container

\_\_\_\_\_  
 (LBS)

**LOADED Container OUT**

Date \_\_\_\_\_

**Verification of Removal - County**

Name (above)  
 Date: \_\_\_\_\_

Scrap Tire Hauler License # \_\_\_\_\_

Tractor Make/Model \_\_\_\_\_

Tractor Tag # \_\_\_\_\_

Trailer/Container Tag # \_\_\_\_\_

Tractor Vehicle # \_\_\_\_\_

Trailer/Container Vehicle # \_\_\_\_\_

**GROSS WEIGHT**

Tractor plus LOADED  
 Trailer or Container

\_\_\_\_\_  
 (LBS)

**NET WEIGHT**

(GROSS minus TARE)

\_\_\_\_\_  
 (LBS)

\_\_\_\_\_  
 (TONS)

**TRAILER / CONTAINER DESTINATION**

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

WEIGH TICKETS MUST BE ATTACHED TO THIS FORM

**VEHICLE CONTENTS**

TIRE SIZE: P/LT HT/OTR AG OTHER

CIRCLE ALL THAT APPLY

**Complete by COUNTY WEIGHMASTER or AUTHORIZED COUNTY REPRESENTATIVE**

RECORDED WEIGHTS ARE ACCURATE TO THE BEST OF MY KNOWLEDGE. (Do NOT complete if County scales are NOT used.)

WEIGHMASTER

Print Name

Signature

Date

**Complete by HAULING CONTRACTOR or AUTHORIZED SUBCONTRACTOR**

I AGREE TO TRANSPORT THE NUMBER (OR TONNAGE) AND CLASS OF TIRES IDENTIFIED ABOVE TO THE DESTINATION IDENTIFIED ABOVE IN THE VEHICLE SPECIFIED ABOVE.

CONTRACTOR

Print Name

Signature

Date

**Complete by RECEIVING FACILITY (Recycling / Processing Facility or End User)**

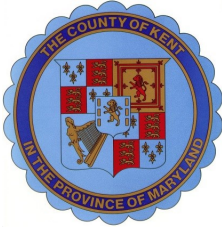
TRAILER/CONTAINER  
 ACCEPTED

Print Name

Signature

Date

DRIVER  
 INITIALS \_\_\_\_\_



---

## **Water and Wastewater Division 8/29/2023 County Commissioners Meeting**

### **Item Summary:**

Water Treatment Chemical Supplier Contract Renewals

### **ATTACHMENTS:**

#### **Description**

08.29.23 Water Treatment Chemical Supplier Contract #24WWCHEM0624 By and Between Intercoastal Trading, Inc., and Kent County

08.29.23 Water Treatment Chemical Supplier Contract #24WWCAPM0624 By and Between George S. Coyne Chemical Co., Inc. Sterling Water Technologies, LLC and Kent County





## WATER TREATMENT CHEMICAL SUPPLIER CONTRACT BETWEEN COUNTY & CONTRACTOR

This Contract, made this 29<sup>th</sup> day of August 2023, is 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 Intercoastal Trading, Inc., 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. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see Exhibit A), and with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL), the CONTRACTOR will supply and deliver water and wastewater treatment chemical supplies in accordance with the Bid Proposal submitted in response to a renewal of the contract regarding RFP KCWW#21-01, which remains in effect as of the date written above, and shall include the price increases mutually agreed upon for the new 2023-2024 term (see Exhibit C), effective beginning on July 1<sup>st</sup>, 2023.
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00) for the duration of the Contract term.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall commence work covered by this Contract immediately following the date of this renewal contract.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR in accordance with the unit pricing provided in the Contractor's Proposal (see Exhibit C).
6. **INVOICING PROCEDURES.** Invoices may only be submitted for payment once services of the CONTRACTOR have been rendered and completed. Should an invoice be received by the OWNER prior to the work being executed by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in compliance with regard to content, the CONTRACTOR must submit an itemized statement of work that is completed to the OWNER, and the date of which such work took place. Additionally, each invoice should be dated and submitted in a timely fashion, and accordingly with the invoice schedule, as aforementioned.
7. **CONTRACT RENEWAL.** This contract renewal is for one (1) calendar years' duration (365 days) from the date above and is to be the second of three (3) optional and mutually agreed upon renewals for these services.
8. The Contract Documents include the following:
  - A. Exhibit A - Request for Proposal Documents (which includes the County General Terms &

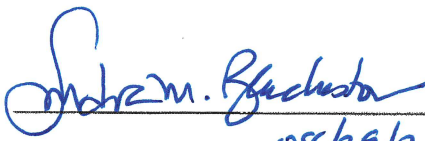
Conditions).

- B. Exhibit B - Contractor's Original Proposal (dated 10/27/21).
- C. Exhibit C - Contractors Updated Proposal (dated 4/23/23).

- 9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents, further defined within Section 6.
- 10. 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 State or Federal Courts located within the State of Maryland.
- 11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above. This contract shall remain in effect for the entirety of fiscal year 2024 (June 30<sup>th</sup>, 2024) unless renewed or extended by mutual consent.

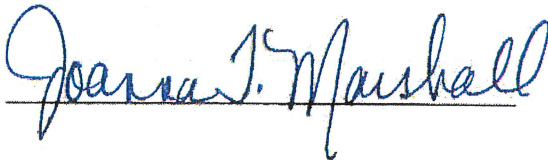
WITNESS/ATTEST

  
08/29/23

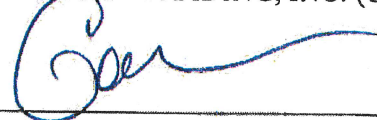
THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND (OWNER)

By:   
President 8-29-23  
Kent County Commissioner's Office

WITNESS/ATTEST



INTERCOASTAL TRADING, INC. (CONTRACTOR)

By: 

President  
Title

52-1861275  
Employer Identification Number (EIN)

# **EXHIBIT A**

**THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**

**REQUEST FOR PROPOSAL**

**# KCWW 21-01**

**FOR CHEMICAL SUPPLIES**

**ANNUAL CONTRACT TO PURCHASE AND DELIVER CHEMICAL SUPPLIES  
TO MULTIPLE FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS  
WATER AND WASTEWATER DIVISION**



**Director of Public Works**

**709 Morgnec Road  
Chestertown, Maryland 21620**

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## SCHEDULE

### BID NUMBER KCWW 21-01

| <u>Date</u>        | <u>Step</u>                                            |
|--------------------|--------------------------------------------------------|
| September 13, 2021 | Mail/Email Notices to Bidders on Bid List.             |
| October 13, 2021   | Bid Opening                                            |
| October 26, 2021   | Scheduled Award by Commissioners/<br>Notice to Proceed |



# **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

## **SECTION A. GENERAL MATTERS**

1. Summary
2. Silence of Specifications
3. Preparation of Proposal
4. Prices Quoted
5. Samples or Brochures
6. Questions and Inquiries
7. Submission Deadline and Instructions
8. Duration of Offer
9. Withdrawal of Proposals
10. Public Inspection of Proposals
11. Changes in Contract Documents
12. Revisions to RFP
13. Cancellation of the RFP; Rejection of all Proposals
14. Proposal Acceptance; Discussions
15. Disqualification of Bidders
16. Bid Opening
17. Omission of Specifications
18. Incurred Expenses
19. Compliance with Law
20. Acceptance of Terms and Conditions
21. Term
22. Failure to Deliver or Perform
23. Termination of Contract
24. Changes to Contract
25. Agreement/Contract
26. Contract and Related Data
27. Contract Award
28. Contract Extension
29. Contract Documents
30. Kent County Purchasing Code
31. Termination for Convenience
32. Termination for Cause
33. Non-discrimination
34. Kent County Ethics Ordinance

## **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

## **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

7. Waiver of Technicalities
8. Basis of Award
9. Modification or Withdrawal of Bids
10. Performance and Payment Bonds
11. Substitutions
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, the scope of work, 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 Form
2. Standard Sealed Bid Form Price Sheet
3. Bid Surety
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate
7. General Terms and Condition of Contract between County and Contractor

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## SECTION A. GENERAL MATTERS

### 1. Summary

The County Commissioners of Kent County, Maryland the "County" is requesting proposals from qualified vendors for a one-year water and wastewater treatment chemicals contract for the County's water treatment plants and wastewater treatment plants as well as the treatment plants of two municipalities with a yearly option to renew for an additional five (5) years. Renewal of this contract will be issued in writing by the Department. The successful bidder has the option to propose changes in the cost(s) of chemicals at the time of renewal of the contract. The proposal shall address all of the information outlined herein.

Issuing Office

Director of Public Works  
709 Morgnec Road  
Chestertown, MD 21620

[mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

Telephone: (410) 778-2600

The individual listed above shall serve as the "Director of Purchasing".

### 2. 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.

### 3. Preparation of Proposal

A. The bidder's proposal shall be written in ink or typewritten on the form provided.

B. The bidder shall state unit price for each chemical offered in the bid along with the minimum delivered quantity. Chemicals not bid shall be marked as "No Bid".

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### 4. 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.

Chemical quantities are based on historical use and are not guaranties of amount to be purchased. Quantities for the Nicholson water treatment facility are based on design annual estimates. The facility is planned to be operational in March 2023.

### 5. 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.

### 6. Questions and Inquiries

All questions and inquiries should be directed to Chris Yiannakis, Superintendent of the Department of Public Works Division of Water & Wastewater via email at [cyiannakis@kentgov.org](mailto:cyiannakis@kentgov.org)

Questions must be received by the close of business on September 30, 2021. A summary of questions and answers, including those addressed at the pre-proposal conference, will be distributed to all offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this 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.

### 7. Submission Deadline and Instructions

All proposals must arrive at the Director of Purchasing ("Bid Receipt Office") by **October 13, 2021 at 10:00 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 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of**



# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

**delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:**

ATTN: Director of Public Works  
Kent County  
709 Morgnec Road  
Chestertown, MD 21620

**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 KCWW 21-01 Department of Public Works Division of Water and Wastewater-Purchase and Delivery of Chemical Supplies**

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.

## **8. 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

## **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

extended only with the offeror's written agreement.

### **9. 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.

### **10. 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.

### **11. 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.

### **12. 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.

### **13. 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.

### **14. 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

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

award a contract based upon the written proposals received without prior discussions or negotiations.

### **15. 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.

### **16. Bid Opening**

All bids will be opened and publicly read by designated County staff at 10:00 a.m., October 13, 2021, 709 Morgnec Road, Chestertown, Maryland 21620. Bidders and other interested parties are invited to attend these public forums.

### **17. 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. Materials shall be suitable for use in water and wastewater treatment facilities.

### **18. 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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **19. 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.

### **20. 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 Contract.*

### **21. 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.

### **22. 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.

### **23. 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.**



## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **24. 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.

### **25. 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.

### **26. 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.

### **27. Contract Award**

It is the intent of the County to award a contract based upon a review of qualifications, past experience, price, completion time and information presented in the technical proposal as a "Best Value" award 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 90 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County reserves the right to award contracts for each chemical based on the price per unit and minimum quantity.

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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **28. Contract Extension**

The County reserves the right to extend the contract on an annual basis for a period of up to five (5) years by mutual consent of both parties.

### **29. 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.

### **30. Kent County Purchasing Code**

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the Code of Public Local Laws (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>

### **31. 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.

### **32. 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 there upon 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 Contractor 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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **33. 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.**

### **34. 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. Preproposal Conference**

No preproposal conference is scheduled. Site visits and polymer jar testing shall be scheduled with the Superintendent Chris Yiannakis [cyiannakis@kentgov.org](mailto:cyiannakis@kentgov.org)

### **2. Presentation**

No presentations are required.

### **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**

All Bids must be made on the required bid forms. All blank spaces for bid prices must

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

becompleted 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 isrequired. 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 andservices 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.

### 6. **Bid Surety- NOT REQUIRED**

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. Qualifications, past experience, price, completion time and information presented in the technical proposal. Price alone will not determine the selected consultant.
- B. Compliance with specifications.



## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

- C. Compliance with terms of bid package.
- D. Ability to perform or deliver on time.

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 - NOT REQUIRED**

In accordance with the specifications, the selected bidder is required to furnish a Performance Bond and/or a Payment Bond in an amount not to exceed one hundred and twenty-five percent (125%) 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

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

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. 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 attach 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.**

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **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 they 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:

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

- 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"

# **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

## **KCWW 21-01**

### **SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS**

#### **1. SCOPE OF SERVICES**

Proposals are being solicited for a one-year water and wastewater treatment chemical supply contract for the County's water treatment plants and wastewater treatment plants as well as the treatment plants of two municipalities with a yearly option to renew for an additional five (5) years.

Renewal of this contract will be issued in writing by the Department. The successful bidder has the option to propose changes in the cost(s) of chemicals at the time of renewal of the contract. The proposal shall address all of the information outlined herein.

#### **2. SUBMITTALS**

Proposals shall be bound to create a single document containing all required material. Each firm shall submit a single document to include at a minimum the following items:

1. Company narrative and firm resume including owner and operating personnel, contact information and pertinent certifications.
2. List of a minimum of three (3) references with contact information.
3. Tabulation Sheet
  - a. Unit prices shall be shown for each unit on which there is a bid and shall include the packing, crating, handling, freight, shipping, and delivery charges, as well as the cost of unloading at the destination.
4. The bidders shall submit specification sheets and Safety Data Sheets describing each product to be furnished under this contract.

#### **3. SPECIAL CONDITIONS**

1. All work to be done Monday through Friday between 8:00 am and 3:00 pm, excluding County holidays, without interruption to plant operation.
2. Deliveries must be scheduled at time of order to allow Kent County personnel to be present during delivery.
3. All transportation and delivery costs shall be included in the bid price.
4. The Contractor must make delivery of the chemicals no later than three workdays from the placement of an order by the County.
5. Minimum orders are allowed. The amount of the minimum order shall be entered into the tabulation sheet by chemical and shall not be increased during the contract period.
6. Delivery vehicles must be clearly marked per all local, state, and federal regulations, and clearly identifiable as an authorized company vehicle.
7. All delivery personnel shall be trained in and follow all local, state, and federal regulations pertaining to chemical delivery.
8. All delivery personnel must carry and display company identification.



## **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

9. All local, state, and federal safety regulations will be adhered to.
10. Successful bidder must follow the Globally Harmonized System of Classification and Labeling of Chemicals (GHS) guidelines.

### **4. AWARD**

The successful bidder shall be selected based upon a review of qualifications, past experience, price, completion time and information presented in the proposal. The decision of the County Commissioners of Kent County shall be final. The County Commissioners of Kent County reserve the right to accept or reject any or all proposals should it be in the best interest of the county to do so.

### **5. ATTACHMENTS**

- A. Facility Address List
- B. Chemical Specifications
- C. Estimate of Yearly Chemical Usage by Facility

# **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

## **SECTION D. BID FORMS**

### **BID NUMBER KCWW 21-01**

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

**STANDARD SEALED BID FORM SHEET**

**BID NUMBER KCWW 17-02**

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.

To begin work as specified in the "Notice to Proceed" and to prosecute said work so as to begin the contract by November 1, 2021 and complete the contract within 365 calendar days.

---

|                                                        |            |           |
|--------------------------------------------------------|------------|-----------|
| <b>Drug Abuse Policy in Effect (Circle One)</b>        | <b>YES</b> | <b>NO</b> |
| <b>Insurance certificate attached (Circle One)</b>     | <b>YES</b> | <b>NO</b> |
| <b>Bid Surety Attached? (Circle One)</b>               | <b>YES</b> | <b>NO</b> |
| <b>Signature form executed? (Circle One)</b>           | <b>YES</b> | <b>NO</b> |
| <b>Affidavit of qualification to bid? (Circle One)</b> | <b>YES</b> | <b>NO</b> |
| <b>Non-collusion certificate (Circle One)</b>          | <b>YES</b> | <b>NO</b> |

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

STANDARD SEALED BID FORM

BID NUMBER KCWW 21-01

BIDDER: AGENT: \_\_\_\_\_

FIRM Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Submitted by: \_\_\_\_\_

(Signature of authorized agent above)

, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Accepted by:

\_\_\_\_\_

Michael S. Moulds, PE  
Director of Public Works

ATTEST:

\_\_\_\_\_ DATE \_\_\_\_\_

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## STANDARD SEALED BID FORM

### PRICE SHEET

List the price per pound or gallon for the following chemicals and the minimum delivered quantity. Write "No Bid" where no pricing is to be offered.

| Chemical                                      | Dollars per pound or gallon | Minimum Delivered Quantity |
|-----------------------------------------------|-----------------------------|----------------------------|
| Sodium Hypochlorite 12%<br>(Liquid)           |                             |                            |
| Caustic Soda 99.4%<br>(Beads)                 |                             |                            |
| Caustic Soda 25%<br>(Liquid)                  |                             |                            |
| Potash 45%<br>(Liquid)                        |                             |                            |
| Calcium Hypochlorite 65%<br>(Granular)        |                             |                            |
| Alum 50%<br>(Liquid)                          |                             |                            |
| Ferric Chloride 38%<br>(Liquid)               |                             |                            |
| Citric Acid 50%<br>(Liquid)                   |                             |                            |
| Polymer 955 or approved alternate<br>(Liquid) |                             |                            |
| Polymer 906 or approved alternate<br>(Liquid) |                             |                            |
| PolyAluminum Chloride<br>(Liquid)             |                             |                            |
| Micro C 1000<br>(Liquid)                      |                             |                            |

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date



REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

NOT REQUIRED FOR THIS PROJECT  
BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned,  
as principal, and \_\_\_\_\_

as surety, are hereby held and firmly bound unto the County Commissioners of Kent County

AS OWNER in the penal sum of \_\_\_\_\_ for the payment  
of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors  
and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the  
County Commissioners of Kent County a certain BID, attached hereto and hereby made a part  
of hereof to enter into a contract in writing, for the

\_\_\_\_\_  
NOW, THEREFORE,

a) If said BID shall be rejected, or b) If said BID shall be accepted and the principal shall execute  
and deliver a contract in the form of Contract attachment hereto (properly completed in  
accordance with said BID) and shall furnish a BOND for his faithful performance of said  
contract, and for the payment of all persons performing labor, furnishings, materials, in  
connection therewith, and shall in all other respects perform the agreement created by the  
acceptance of said BID, this obligation shall be void, otherwise the same shall remain in force and  
effect; it being expressly understood and agreed that the liability of the Surety for any and all  
claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety  
and its BOND shall be in no way impaired or affected by any extension of the time within  
which the OWNER may accept such BID, and said Surety does hereby waive notice of any  
such extension. IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands  
and seals, and such of them as are corporations have caused their corporate seals to be hereto  
affixed and these presents to be signed by their proper officers, the day and year first set forth  
above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

IMPORTANT: Surety companies executing BONDS must authorized to transact business in  
the State of Maryland.

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

**SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

PRINT AUTHORIZED PERSON: \_\_\_\_\_

TITLE OF AUTHORIZED PERSON: \_\_\_\_\_

STREET NAME AND NUMBER: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

BIDDERS FEDERAL EMPLOYERS' IDENTIFICATION NO. \_\_\_\_\_

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title)\_\_\_\_\_ and  
the duly authorized representative of the firm of (Name of Corporation)  
\_\_\_\_\_

whose address is \_\_\_\_\_  
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) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 are true and correct.

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

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the \_\_\_\_\_  
(Title)

and the duly authorized representative of the firm of

\_\_\_\_\_

whose address is \_\_\_\_\_

\_\_\_\_\_

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, has:

- 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.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name or Type

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## 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.



## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### 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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### 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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

D. The Contractor guarantees that all work shall be accomplished in a workman like 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 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 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*

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

*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).



## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### 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

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

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

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

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.

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

**Kent County Department of Water and Wastewater  
Services Request for Proposal (RFP)  
Water and Wastewater Treatment  
Chemicals Facility Addresses**

Fairlee Water Treatment Plant  
Water Tower Rd.  
Chestertown, MD 21620

Tolchester Wastewater Treatment  
Plant 22010 Bayshore Rd.  
Rock Hall, MD 21661

Kennedyville Water Treatment Plant  
12000 Kennedyville Rd.  
Kennedyville, MD 21645

Kennedyville Wastewater Treatment  
Plant 11651 Kennedyville Rd.  
Kennedyville, MD 21645

Worton Water Treatment Plant  
10837 Worton Rd.  
Worton, MD 21678

Worton Wastewater Treatment Plant  
25310 Chinquapin Rd.  
Worton, MD 21678

Nicholson Groundwater  
Treatment Facility  
23750 Lareny Nick Road  
Chestertown, MD 21620

Betterton Wastewater Treatment Plant  
28 Third Avenue  
Betterton, MD 21610

Betterton Water Treatment Plant  
Church Alley  
Betterton, MD 21610

Galena Wastewater Treatment Plant  
13265 Augustine Herman Highway  
Galena, MD 21635

Galena Water Treatment Plant  
102-B North Main Street  
Galena, MD 21635

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### Chemical Specifications

1. All chemicals must be in full compliance with NSF Standards 60 and 61, and/or latest version of Underwriters Laboratories. Evidence of NSF and UL certifications must be submitted with any vendor's proposal.
2. Must conform to all applicable American Water Works Association (AWWA) standard (latest version).
3. All chemicals must be in compliance with applicable Maryland Department of Health and Maryland Department of the Environment regulations.
4. Liquid tankers and shipment containers shall meet the cleanliness required in drinking water treatment.
5. Chemicals shall not contain particles of sand grit, coke clay or gelatinous material in sizes that will clog metering pumps and appurtenances. Any debris that is found in the system that is attributable to a delivery not meeting chemical specifications or manufacturing issue shall be removed at the vendor's expense.
6. Provide chemical specifications for each chemical bid.
7. Material Data Safety Sheets must be provided for each chemical.
8. Alternative polymers selections must be jar tested on site for comparison.

#### Hypochlorite, Liquid Solution

|                                                    |                    |
|----------------------------------------------------|--------------------|
| Sodium Hypochlorite                                |                    |
| Available Chlorine, percent by Volume              | 15.0% typical      |
| percent by Weight                                  | 13%                |
| Specific Gravity 20/20 C                           | 1.18 – 1.22 range  |
| pH                                                 | 11 to 13 range     |
| Meets AWWA Standard for Hypochlorites,<br>edition) | B300-87 (or latest |
| Meets standard for drinking water treatment        | NSF/ANSI 60        |

#### Hypochlorite, Granular

|                                                    |                    |
|----------------------------------------------------|--------------------|
| Calcium Hypochlorite                               |                    |
| Available Chlorine, percent by Volume              | 65.0% typical      |
| Meets EPA Primary Drinking Water Standards         |                    |
| Meets AWWA Standard for Hypochlorites,<br>edition) | B300-18 (or latest |
| Meets standard for drinking water treatment        | NSF/ANSI 60        |

#### Caustic Soda, Beads

|                            |                |
|----------------------------|----------------|
| Sodium Hydroxide           |                |
| NaOH % Weight              | 96.0 % minimum |
| Na <sub>2</sub> O % Weight | 74.4 % minimum |



## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

|                                                   |                    |
|---------------------------------------------------|--------------------|
| Na <sub>2</sub> CO <sub>3</sub> % Weight          | 1.6 % maximum      |
| NaCl% Weight                                      | 2.2 % maximum      |
| Na <sub>2</sub> SO <sub>4</sub> parts per million | 25 maximum         |
| Fe parts per million                              | 15 maximum         |
| Cu parts per million                              | 2 maximum          |
| SiO <sub>2</sub> parts per million                | 10 maximum         |
| As parts per million                              | 0.1 maximum        |
| Heavy Metals parts per million                    | 5 maximum          |
| Pb parts per million                              | 0.1 maximum        |
| Hg parts per million                              | 0.01 maximum       |
| Mn parts per million                              | 0.1 maximum        |
| Ni parts per million                              | 3 maximum          |
| Insoluble Matter in water % Weight                | 0.05 maximum       |
| Meets AWWA Standard for Sodium Hydroxide edition) | B501-19 (or latest |
| Meets standard for drinking water treatment       | NSF/ANSI 60        |

### Caustic Soda, Liquid

|                                             |                    |
|---------------------------------------------|--------------------|
| Sodium Hydroxide                            |                    |
| NaOH% Weight                                | 49.0 to 51.0 range |
| Na <sub>2</sub> O % Weight                  | 38.0 to 39.5 range |
| Na <sub>2</sub> CO <sub>3</sub> % Weight    | 0.10 maximum       |
| NaCl% Weight                                | 0.01 maximum       |
| Na <sub>2</sub> SO <sub>4</sub> % Weight    | 0.02 maximum       |
| NaClO <sub>3</sub> % Weight                 | 0.0065 maximum     |
| Fe parts per million                        | 5 maximum          |
| Meets AWWA Standard edition)                | B501-19 (or latest |
| Meets standard for drinking water treatment | NSF/ANSI 60        |

### Caustic Potash, Liquid

|                                                      |                    |
|------------------------------------------------------|--------------------|
| Potassium Hydroxide                                  |                    |
| Total Alkalinity as KOH % Weight                     | 45.0 to 46.5       |
| K <sub>2</sub> CO <sub>3</sub> % Weight              | 0.2 maximum        |
| Chlorides, as KCl parts per million                  | 50 maximum         |
| Fe parts per million                                 | 2 maximum          |
| Hg parts per million                                 | 0.25 maximum       |
| Meets AWWA Standard for Potassium Hydroxide edition) | B511-17 (or latest |
| Meets standard for drinking water treatment          | NSF/ANSI 60        |

### Alum, Liquid

|                                             |                          |
|---------------------------------------------|--------------------------|
| Aluminum Sulfate                            |                          |
| Al <sub>2</sub> O <sub>3</sub> % Weight     | 8.0 to 8.4               |
| Fe parts per million                        | 100 maximum              |
| Insolubility % Weight                       | 0.2 maximum              |
| Specific Gravity @ 60F                      | 1.318 to 1.337 range     |
| Must meet AWWA Standard                     | B403 (or latest edition) |
| Meets standard for drinking water treatment | NSF/ANSI 60              |

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## Ferric Chloride, Liquid

|                                                                                                                         |                          |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Ferric Chloride                                                                                                         |                          |
| Solution % Weight                                                                                                       | 37.0 to 42.0 range       |
| Fe+3 % Weight                                                                                                           | 12.8 to 14.0 range       |
| Fe+2 % Weight                                                                                                           | < 0.15                   |
| Insoluble Solids % Weight                                                                                               | 0.2 maximum              |
| HCl % Weight                                                                                                            | 1.0 maximum              |
| Specific Gravity @ 60F                                                                                                  | 1.318 to 1.48 range      |
| Must be high purity product manufactured by reacting chlorine gas with iron, HCL, ferrous sulfate, or ferrous chloride. |                          |
| Must meet AWWA Standard                                                                                                 | B407 (or latest edition) |
| Meets standard for drinking water treatment                                                                             | NSF/ANSI 60              |

## Citric Acid, Liquid

|                                            |                      |
|--------------------------------------------|----------------------|
| Citric Acid 50% FCC/USP                    |                      |
| Assay %                                    | 50, maximum          |
| Calcium, parts per million                 | 15 maximum           |
| Heavy Metals                               | 5 maximum            |
| Iron                                       | 5 maximum            |
| Specific Gravity @ 60F                     | 1.240 to 1.250 range |
| Meets EPA Primary Drinking Water Standards |                      |

## Polymer, Liquid

|                                             |                             |
|---------------------------------------------|-----------------------------|
| Polymer 955 or approved Alternate           |                             |
| Cationic Charge %                           | 35.0 to 55 range            |
| Free Solids %                               | 1 to 1.5 range              |
| Minimum Shelf Life                          | 3 months                    |
| Must meet AWWA Standard                     | B453-13 (or latest edition) |
| Meets standard for drinking water treatment | NSF/ANSI 60                 |

## Polymer, Liquid

|                                             |                             |
|---------------------------------------------|-----------------------------|
| Polymer 906 or approved Alternate           |                             |
| Cationic Charge %                           | 35.0 to 55 range            |
| Free Solids %                               | 1 to 1.5 range              |
| Minimum Shelf Life                          | 3 months                    |
| Must meet AWWA Standard                     | B453-13 (or latest edition) |
| Meets standard for drinking water treatment | NSF/ANSI 60                 |

## PolyAluminum Chloride

|                                  |                  |
|----------------------------------|------------------|
| PAC                              |                  |
| Al <sub>2</sub> O <sub>3</sub> % | 12 to 13 range   |
| Al %                             | 6.3 to 6.9 range |
| Sulfate %                        | 1.2 to 2.2 range |
| Chloride %                       | 9.0 minimum      |
| Specific Gravity @ 60F           | 1.29             |

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

|                                             |                    |
|---------------------------------------------|--------------------|
| Relative Basicity %                         | 70 minimum         |
| Must meet AWWA Standard<br>edition)         | B408-10 (or latest |
| Meets standard for drinking water treatment | NSF/ANSI 60        |

**Micro C 1000, Liquid**

Micro C Glycerin

|                          |                      |
|--------------------------|----------------------|
| Glycerin % Weight        | 69 to 71 range       |
| Sodium Chloride % Weight | 3 to 6.5 range       |
| Fatty Acids % Weight     | 0.05 to 0.6 range    |
| Methyl Alcohol % Weight  | 0.06 maximum         |
| Specific Gravity 20C     | 1.215 to 1.235 range |
| COD parts per million    | 670,000 minimum      |

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

| KCWW 21-01 Estimate of Yearly Chemical Usage by Facility |             |         |                      |                                   |             |                   |             |                |              |        |
|----------------------------------------------------------|-------------|---------|----------------------|-----------------------------------|-------------|-------------------|-------------|----------------|--------------|--------|
| Chemical Information                                     |             |         |                      | Location- Estimated Unit Quantity |             |                   |             |                |              |        |
| Chemical Name                                            | Description | Unit    | Delivery Requirement | Fairlee W/WW                      | Worton W/WW | Kennedyville W/WW | Galena W/WW | Betterton W/WW | Nicholson WW | Total  |
| Sodium Hypochlorite 12%                                  | Liquid      | Gallons | 15 gallon Drum       | 1,745                             | 3,390       | 60                | 225         |                |              | 5,420  |
| Caustic Soda 99.4%                                       | Beads       | Pounds  | Pounds (Bagged)      |                                   |             |                   |             | 6,000          |              | 6,000  |
| Caustic Soda 25%                                         | Liquid      | Gallons | 15 gallon Drum       | 2,185                             | 3,065       |                   | 2,195       | 5,720          | 6,200        | 19,365 |
| Potash 45%                                               | Liquid      | Gallons | Gallons, Bulk        |                                   | 2,195       |                   |             |                |              | 2,195  |
| Calcium Hypochlorite 65%                                 | Granular    | Pounds  | Pounds (Pail)        |                                   |             |                   |             | 600            |              | 600    |
| Alum 50%                                                 | Liquid      | Gallons | 15 gallon Drum       |                                   |             | 675               | 3,065       | 5,720          |              | 9,460  |
| Polyaluminum Chloride (PAC)                              | Liquid      | Gallons | 55 Gallon Drum       |                                   |             |                   |             |                | 1,000        | 1,000  |
| Ferric Chloride 38%                                      | Liquid      | Gallons | Gallons, Bulk        |                                   | 1,760       |                   |             |                |              | 1,760  |
| Citric Acid 50%                                          | Liquid      | Gallons | Gallons, Bulk        |                                   | 550         |                   |             |                |              | 550    |
| Polymer 955                                              | Liquid      | Gallons | 55 Gallon Drum       |                                   | 450         |                   |             |                |              | 450    |
| Polymer 906                                              | Liquid      | Gallons | 55 Gallon Drum       |                                   |             |                   | 1,380       |                |              | 1,380  |
| Micro C 1000                                             | Liquid      | Gallons | Gallons, Bulk        |                                   | 3,300       |                   |             |                |              | 3,300  |



**DEPARTMENT OF  
PUBLIC WORKS**

709 Morgnec Road  
Chestertown, MD 21620  
410-778-2600  
Michael S. Moulds, P.E., Director  
[mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

**KCWW #21-01 CHEMICAL SUPPLIES REQUEST FOR PROPOSAL  
ADDENDUM No. 1  
October 4, 2021**

THE FOLLOWING QUESTIONS ARE A COMPILATION OF ALL RECEIVED BY EMAIL FROM INTERESTED BIDDERS RESPONDING TO THE ABOVE REQUEST FOR PROPOSALS. THE QUESTIONS AND ANSWERS ARE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS. BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THEIR BIDS.

1. ON PAGE 39, THE BID STATES THAT "ALTERNATIVE POLYMERS MUST BE JAR TESTED ON SITE FOR COMPARISON". IS A DIFFERENT POLYMER CONSIDERED A SUBSTITUTION AND SUBJECT TO THE SAME SUBSTITUTION REQUIREMENTS SET FORTH ON PAGES 16 AND 17? **YES ALTERNATIVE POLYMERS ARE A SUBSTITUTION. WE WILL NEED TO EVALUATE THE EFFECTIVENESS OF AN ALTERNATIVE POLYMER TO DETERMINE IF IT PERFORMS AS GOOD AS OR BETTER THAN THE CURRENT POLYMER BEING USED. WE ARE EXTENDING THE BID DEADLINE BELOW TO PROVIDE MORE OPPORTUNITY FOR JAR TESTING.**

2. PAGE 41 MUST THE POLYMER REFERENCED BE DRINKING WATER CERTIFIED SINCE THEY ARE BEING USED IN WASTEWATER APPLICATIONS? **YES.**

3. PAGE 42 THE SPECIFICATION SAYS MICRO C1000 BUT THE CHEMICAL SPECIFICATIONS ARE NOT THOSE OF MICRO C1000. THEY DESCRIBE MICRO C2000. PLEASE CLARIFY AS TO WHICH PRODUCT IS BEING REQUESTED. **THE SPECIFICATION IS INCORRECT. THE COUNTY USES MICRO C1000 UTILIZING A NON-HAZARDOUS CARBOHYDRATE BASED CARBON SOURCE.**

4. PAGE 43 DELIVERY QUANTITIES:

A. CAN YOU PROVIDE A BREAKOUT OF HOW MANY IS DELIVERED PER LOCATION AND PER DELIVERY? FOR EXAMPLE, THE BID LISTS AND ANNUAL REQUIREMENT OF 3,390 GALLONS OF SODIUM HYPOCHLORITE IN 15-GALLON DRUMS FOR THE WORTON WATER AND WASTEWATER FACILITY. WHAT IS THE BREAKDOWN OF HOW MUCH GOES TO EACH FACILITY AND HOW MANY DRUMS ARE RECEIVED AT EACH FACILITY PER DELIVERY? **PLEASE REFER TO THE ATTACHED BREAKDOWN TABLE**

B. FOR THE DELIVERY SITES MARKED BULK, WHAT SIZE ARE THE TANKS AND HOW MUCH IS TYPICALLY RECEIVED PER DELIVERY? IS A SAFETY SHOWER AND EYE WASH WITHIN 50 FEET OF EACH TANK? **PLEASE REFER TO THE ATTACHED BREAKDOWN TABLE**



C. FOR THE NICHOLSON LANDFILL, HOW MANY PACL DRUMS WILL THEY BE ABLE TO RECEIVE PER ORDER? **WE ARE PROVIDING STORAGE FOR ONE PALLET OF 4 – 55 GALLON DRUMS.**

5. FOR THE NICHOLSON LANDFILL, THE PACLS TESTED WERE BLENDED WITH POLYMER BUT THE PACLS SPECIFICATION DOES NOT CALL FOR ANY TYPE OF POLYMER/PACL BLEND. PLEASE CONFIRM. **CES PACL 2250 IS USED AS THE BASIS FOR DESIGN.**

6. FOR THE NICHOLSON LANDFILL, THERE WAS DISCUSSION OF NEEDING PH ADJUSTMENT, WILL THERE BE OTHER CHEMICAL REQUIREMENTS IN ADDITION TO THE PACL? **CAUSTIC SODA IS INCLUDED ON THE USAGE TABLE.**

7. **THE DEADLINE FOR SUBMITTAL OF BIDS IS MODIFIED FROM OCTOBER 13<sup>TH</sup> TO TUESDAY OCTOBER 27<sup>TH</sup> AT 10:00 A.M.**

# EXHIBIT B

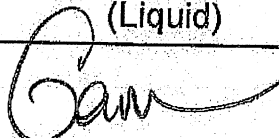
## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### STANDARD SEALED BID FORM

### PRICE SHEET

List the price per pound or gallon for the following chemicals and the minimum delivered quantity. Write "No Bid" where no pricing is to be offered.

| Chemical                                      | Dollars per pound or gallon                                      | Minimum Delivered Quantity |
|-----------------------------------------------|------------------------------------------------------------------|----------------------------|
| Sodium Hypochlorite 12%<br>(Liquid)           | \$2.8500 per gallon bulk<br>\$5.4000 per gallon 15 gal container | 100 gallons<br>15 gallons  |
| Caustic Soda 99.4%<br>(Beads)                 | \$1.04 per pound                                                 | 55 pound bag               |
| Caustic Soda 25%<br>(Liquid)                  | \$2.67 per gallon                                                | 100 gallons                |
| Potash 45%<br>(Liquid)                        | \$6.75 per gallon                                                | 100 gallons                |
| Calcium Hypochlorite 65%<br>(Granular)        | \$2.45 per pound                                                 | 100 pound drum             |
| Alum 50%<br>(Liquid)                          | \$2.95 per gallon bulk<br>\$5.40 per gallon in 15 gal container  | 100 gallons<br>15 gallons  |
| Ferric Chloride 38%<br>(Liquid)               | \$4.11 per gallon                                                | 100 gallons                |
| Citric Acid 50%<br>(Liquid)                   | \$23.10 per gallon                                               | 100 gallons                |
| Polymer 955 or approved alternate<br>(Liquid) | \$2.9500 per pound                                               | 450 pounds                 |
| Polymer 906 or approved alternate<br>(Liquid) | \$2.98 per pound                                                 | 450 pounds                 |
| PolyAluminum Chloride<br>(Liquid)             | InterPac 1111 \$1.23 per pound                                   | 500 pounds                 |
| Micro C 1000<br>(Liquid)                      | \$5.15 per gallon                                                | 100 gallons                |



10/27/2021

Company Representative

Date



**DEPARTMENT OF  
PUBLIC WORKS**

709 Morgnac Road  
Chestertown, MD 21620  
410-778-2600  
Michael S. Moulds, P.E., Director  
[mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

December 2, 2021

Mr. George H. Robinson, IV  
Intercoastal Trading, Inc.  
29 Phillips Industrial Park Drive  
Cambridge, MD 21613

RE: Notice of Award Chemical Supply Contract KW#21-01

Dear George,

We are providing notice of award for the supply of Water and Wastewater Treatment Chemicals in response to your proposal submittal to the County's Request for Proposal KW#21-01 dated October 27, 2021.

Attached is an original and copy of the contract. Please sign and return the original to this office. We can then process Purchase Orders to establish accounts for placing orders. The contract will provide the basis for pricing to purchase chemicals as identified in your proposal. We will be assigning your firm as the primary supplier for the following:

Sodium Hypochlorite 12%

Potash 45%

Polyaluminum Chloride (PAC)

Micro C 1000

Caustic Soda 99.4%

Calcium Hypochlorite 65%

Ferric Chloride 38%

Caustic Soda 25%

Alum 50%

Polymer 955

We will also utilize you as a secondary supplier of the following in the event of shortages in supply:

Citric Acid 50%

Polymer 960

Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

Michael S. Moulds, PE  
Director of Public Works

Enclosures : Contract Documents

# EXHIBIT C

## STANDARD SEALED BID FORM PRICE SHEET

List the price per pound or gallon for the following chemicals and the minimum delivered quantity. Write "No Bid" where no pricing is to be offered.

| Chemical                                         | Dollars per pound or gallon                                | Minimum Delivered Quantity |
|--------------------------------------------------|------------------------------------------------------------|----------------------------|
| Sodium Hypochlorite 12%<br>(Liquid)              | \$4.38 per gallon bulk<br>\$7.75 per gallon 15 gal         | 50 gallons<br>15 gallons   |
| Caustic Soda 99.4%<br>(Beads)                    | \$1.60 per pound 500 lb drum<br>\$1.28 per pound 55 lb bag | 1 drum<br>10 bags          |
| Caustic Soda 25%<br>(Liquid)                     | \$3.90 per gallon                                          | 100 gal                    |
| Potash 45%<br>(Liquid)                           | \$10.41 per gallon                                         | 100 gal                    |
| Calcium Hypochlorite 65%<br>(Granular)           | \$3.61 per pound                                           | 100 pounds                 |
| Alum 50%<br>(Liquid)                             | \$3.59 per gallon bulk<br>\$6.50 per gallon 15 gal         | 100 gallons<br>15 gallons  |
| Ferric Chloride 38%<br>(Liquid)                  | \$4.95 per gallon                                          | 100 gallons                |
| Citric Acid 50%<br>(Liquid)                      | \$18.45 per gallon                                         | 100 gallons                |
| Polymer 955 or approved<br>alternate<br>(Liquid) | \$3.49 per pound                                           | 450 pound drum             |
| Polymer 906 or approved<br>alternate<br>(Liquid) | \$3.53 per pound                                           | 450 pound drum             |
| PolyAluminum Chloride<br>(Liquid)                | \$17.80 per gallon                                         | 55 gallon drum             |
| Micro C 1000<br>(Liquid)                         | \$6.05 per gallon                                          | 100 gallons                |

George Robinson

April 23, 2023

Company Representative

Date

Intercoastal Trading Inc



## DEPARTMENT OF PUBLIC WORKS

709 Morgnec Road  
Chestertown, MD 21620

(410) 778-2600

Michael S. Moulds, P.E., Director

[mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

Daniel F. Mattson, P.E., C.F.M., Deputy Director

[dmattson@kentgov.org](mailto:dmattson@kentgov.org)

# Memorandum

**To:** Mr. George H. Robinson, IV  
Intercoastal Trading, Inc.  
29 Phillips Industrial Park Drive  
Cambridge, MD 21613

**Date:** August 2, 2023

**Re:** Request for Renewal and Change Order for Chemical Supply Contract with Kent County, MD

**Attachments:** Water Treatment Chemical Supply Contract

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The Department of Public Works is requesting a renewal and change order to be processed for the Water Treatment Chemical Supply Contract with Intercoastal Trading, Inc. After receiving the updated rates for both our primary and secondary suppliers, we made an alteration to the list of chemicals provided by each supplier regarding primary and secondary supplier based on the best qualitative bid submission for each product.

Attached to this Memorandum is a copy of the updated contract, set with renewal prices submitted for the new contract term. Please sign and return via scan/email to Jessica Conner, Procurement Manager, at [jconner@kentgov.org](mailto:jconner@kentgov.org) as soon as you are able. Based on our evaluation of the pricing provided for purchasing certain chemicals, as identified in your proposal, we have changed the assignment of primary and secondary supplier on one item. We will be assigning your firm as the primary supplier for the following liquids (or element in parentheses) :

|                         |                                     |                  |
|-------------------------|-------------------------------------|------------------|
| Sodium Hypochlorite 12% | Caustic Soda 99.4% (beads)          | Caustic Soda 25% |
| Potash 45%              | Calcium Hypochlorite 65% (granular) | Alum 50%         |
| Ferric Chloride 38%     | Poly Aluminum Chloride (PAC)        | Micro C 1000     |

We will also utilize you as a secondary supplier of the following liquids in the event of a shortage in supply:



Citric Acid 50%

Polymer 955  
(or approved alternate)

Polymer 906  
(or approved alternate)

Should you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

*Michael S. Moulds*

Michael S. Moulds, P.E.  
Director of Public Works

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## WATER TREATMENT CHEMICAL SUPPLIER CONTRACT BETWEEN COUNTY & CONTRACTOR

This Contract, made this 29<sup>th</sup> day of August 2023, is 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 George S. Coyne Chemical Co., Inc. / Sterling Water Technologies, 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:

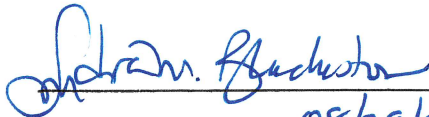
1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see within Exhibit A), and with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL), the CONTRACTOR will supply and deliver water and wastewater treatment chemical supplies in accordance with the Bid Proposal submitted in response to a renewal of the contract regarding RFP KCWW#21-01, which remains in effect as of the date written above, and shall include the price increases mutually agreed upon for the new 2023-2024 term (see Exhibit C), effective beginning on July 1<sup>st</sup>, 2023.
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00) for the duration of the Contract term.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall commence work covered by this Contract immediately following the date of this renewal contract.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR in accordance with the unit pricing provided in the Contractor's Proposal (see Exhibit C).
6. **INVOICING PROCEDURES.** Invoices may only be submitted for payment once services of the CONTRACTOR have been rendered and completed. Should an invoice be received by the OWNER prior to the work being executed by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in compliance with regard to content, the CONTRACTOR must submit an itemized statement of work that is completed to the OWNER, and the date of which such work took place. Additionally, each invoice should be dated and submitted in a timely fashion, and accordingly with the invoice schedule, as aforementioned.
7. **CONTRACT RENEWAL.** This contract renewal is for one (1) calendar years' duration (365 days) from the date above and is to be the second of three (3) optional and mutually agreed upon renewals for these services.

8. The Contract Documents include the following:

- A. Exhibit A - Request for Proposal Documents (which includes the County General Terms & Conditions).
  - B. Exhibit B - Contractor's Original Proposal (dated 10/18/21).
  - C. Exhibit C - Contractors Updated Proposal (dated 6/19/23).
9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents, further defined within Section 6.
10. 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 State or Federal Courts located within the State of Maryland.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above. This contract shall remain in effect for the entirety of fiscal year 2024 (June 30<sup>th</sup>, 2024) unless renewed or extended by mutual consent.

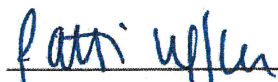
WITNESS/ATTEST

  
08/29/23

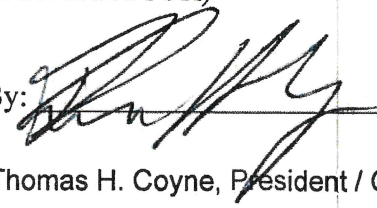
THE COUNTY COMMISSIONERS  
OF KENT COUNTY, MARYLAND (OWNER)

By:   
President 8-29-23  
Kent County Commissioner's Office

WITNESS/ATTEST

  
Patti Leffler, Bid / Contract Admin.

GEORGE S. COYNE CHEMICAL CO., INC. /  
STERLING WATER TECHNOLOGIES, LLC  
(CONTRACTOR)

By:   
Thomas H. Coyne, President / CEO  
Title  
23-0497800  
Employer Identification Number (EIN)

# **EXHIBIT A**

**THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND**

**REQUEST FOR PROPOSAL**

**# KCWW 21-01**

**FOR CHEMICAL SUPPLIES**

**ANNUAL CONTRACT TO PURCHASE AND DELIVER CHEMICAL SUPPLIES  
TO MULTIPLE FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS  
WATER AND WASTEWATER DIVISION**



**Director of Public Works**

**709 Morgnec Road  
Chestertown, Maryland 21620**

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## SCHEDULE

### BID NUMBER KCWW 21-01

| <u>Date</u>        | <u>Step</u>                                            |
|--------------------|--------------------------------------------------------|
| September 13, 2021 | Mail/Email Notices to Bidders on Bid List.             |
| October 13, 2021   | Bid Opening                                            |
| October 26, 2021   | Scheduled Award by Commissioners/<br>Notice to Proceed |



# **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

## **SECTION A. GENERAL MATTERS**

1. Summary
2. Silence of Specifications
3. Preparation of Proposal
4. Prices Quoted
5. Samples or Brochures
6. Questions and Inquiries
7. Submission Deadline and Instructions
8. Duration of Offer
9. Withdrawal of Proposals
10. Public Inspection of Proposals
11. Changes in Contract Documents
12. Revisions to RFP
13. Cancellation of the RFP; Rejection of all Proposals
14. Proposal Acceptance; Discussions
15. Disqualification of Bidders
16. Bid Opening
17. Omission of Specifications
18. Incurred Expenses
19. Compliance with Law
20. Acceptance of Terms and Conditions
21. Term
22. Failure to Deliver or Perform
23. Termination of Contract
24. Changes to Contract
25. Agreement/Contract
26. Contract and Related Data
27. Contract Award
28. Contract Extension
29. Contract Documents
30. Kent County Purchasing Code
31. Termination for Convenience
32. Termination for Cause
33. Non-discrimination
34. Kent County Ethics Ordinance

## **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

## **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

7. Waiver of Technicalities
8. Basis of Award
9. Modification or Withdrawal of Bids
10. Performance and Payment Bonds
11. Substitutions
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, the scope of work, 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 Form
2. Standard Sealed Bid Form Price Sheet
3. Bid Surety
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate
7. General Terms and Condition of Contract between County and Contractor

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## SECTION A. GENERAL MATTERS

### 1. Summary

The County Commissioners of Kent County, Maryland the "County" is requesting proposals from qualified vendors for a one-year water and wastewater treatment chemicals contract for the County's water treatment plants and wastewater treatment plants as well as the treatment plants of two municipalities with a yearly option to renew for an additional five (5) years. Renewal of this contract will be issued in writing by the Department. The successful bidder has the option to propose changes in the cost(s) of chemicals at the time of renewal of the contract. The proposal shall address all of the information outlined herein.

Issuing Office

Director of Public Works  
709 Morgnec Road  
Chestertown, MD 21620

[mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

Telephone: (410) 778-2600

The individual listed above shall serve as the "Director of Purchasing".

### 2. 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.

### 3. Preparation of Proposal

A. The bidder's proposal shall be written in ink or typewritten on the form provided.

B. The bidder shall state unit price for each chemical offered in the bid along with the minimum delivered quantity. Chemicals not bid shall be marked as "No Bid".

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### 4. 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.

Chemical quantities are based on historical use and are not guaranties of amount to be purchased. Quantities for the Nicholson water treatment facility are based on design annual estimates. The facility is planned to be operational in March 2023.

### 5. 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.

### 6. Questions and Inquiries

All questions and inquiries should be directed to Chris Yiannakis, Superintendent of the Department of Public Works Division of Water & Wastewater via email at [cyiannakis@kentgov.org](mailto:cyiannakis@kentgov.org)

Questions must be received by the close of business on September 30, 2021. A summary of questions and answers, including those addressed at the pre-proposal conference, will be distributed to all offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this 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.

### 7. Submission Deadline and Instructions

**All proposals must arrive at the Director of Purchasing ("Bid Receipt Office") by October 13, 2021 at 10:00 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 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of**

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

**delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:**

ATTN: Director of Public Works  
Kent County  
709 Morgnec Road  
Chestertown, MD 21620

**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 KCWW 21-01 Department of Public Works Division of Water and Wastewater-Purchase and Delivery of Chemical Supplies**

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.

**8. 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



## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

extended only with the offeror's written agreement.

### **9. 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.

### **10. 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.

### **11. 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.

### **12. 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.

### **13. 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.

### **14. 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

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

award a contract based upon the written proposals received without prior discussions or negotiations.

### **15. 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.

### **16. Bid Opening**

All bids will be opened and publicly read by designated County staff at 10:00 a.m., October 13, 2021, 709 Morgnec Road, Chestertown, Maryland 21620. Bidders and other interested parties are invited to attend these public forums.

### **17. 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. Materials shall be suitable for use in water and wastewater treatment facilities.

### **18. 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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **19. 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.

### **20. 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 Contract.*

### **21. 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.

### **22. 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.

### **23. 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.**

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **24. 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.

### **25. 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.

### **26. 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.

### **27. Contract Award**

It is the intent of the County to award a contract based upon a review of qualifications, past experience, price, completion time and information presented in the technical proposal as a "Best Value" award 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 90 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County reserves the right to award contracts for each chemical based on the price per unit and minimum quantity.

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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **28. Contract Extension**

The County reserves the right to extend the contract on an annual basis for a period of up to five (5) years by mutual consent of both parties.

### **29. 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.

### **30. Kent County Purchasing Code**

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the Code of Public Local Laws (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>

### **31. 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.

### **32. 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 there upon 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 Contractor 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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **33. 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.**

### **34. 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. Preproposal Conference**

No preproposal conference is scheduled. Site visits and polymer jar testing shall be scheduled with the Superintendent Chris Yiannakis [cyiannakis@kentgov.org](mailto:cyiannakis@kentgov.org)

### **2. Presentation**

No presentations are required.

### **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**

All Bids must be made on the required bid forms. All blank spaces for bid prices must



## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

becompleted 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 isrequired. 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 andservices 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.

### 6. **Bid Surety- NOT REQUIRED**

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. Qualifications, past experience, price, completion time and information presented in the technical proposal. Price alone will not determine the selected consultant.
- B. Compliance with specifications.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

- C. Compliance with terms of bid package.
- D. Ability to perform or deliver on time.

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 - NOT REQUIRED**

In accordance with the specifications, the selected bidder is required to furnish a Performance Bond and/or a Payment Bond in an amount not to exceed one hundred and twenty-five percent (125%) 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

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

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. 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 attach 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.**

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### **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 they 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:

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

- 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"

# **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

## **KCWW 21-01**

### **SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS**

#### **1. SCOPE OF SERVICES**

Proposals are being solicited for a one-year water and wastewater treatment chemical supply contract for the County's water treatment plants and wastewater treatment plants as well as the treatment plants of two municipalities with a yearly option to renew for an additional five (5) years.

Renewal of this contract will be issued in writing by the Department. The successful bidder has the option to propose changes in the cost(s) of chemicals at the time of renewal of the contract. The proposal shall address all of the information outlined herein.

#### **2. SUBMITTALS**

Proposals shall be bound to create a single document containing all required material. Each firm shall submit a single document to include at a minimum the following items:

1. Company narrative and firm resume including owner and operating personnel, contact information and pertinent certifications.
2. List of a minimum of three (3) references with contact information.
3. Tabulation Sheet
  - a. Unit prices shall be shown for each unit on which there is a bid and shall include the packing, crating, handling, freight, shipping, and delivery charges, as well as the cost of unloading at the destination.
4. The bidders shall submit specification sheets and Safety Data Sheets describing each product to be furnished under this contract.

#### **3. SPECIAL CONDITIONS**

1. All work to be done Monday through Friday between 8:00 am and 3:00 pm, excluding County holidays, without interruption to plant operation.
2. Deliveries must be scheduled at time of order to allow Kent County personnel to be present during delivery.
3. All transportation and delivery costs shall be included in the bid price.
4. The Contractor must make delivery of the chemicals no later than three workdays from the placement of an order by the County.
5. Minimum orders are allowed. The amount of the minimum order shall be entered into the tabulation sheet by chemical and shall not be increased during the contract period.
6. Delivery vehicles must be clearly marked per all local, state, and federal regulations, and clearly identifiable as an authorized company vehicle.
7. All delivery personnel shall be trained in and follow all local, state, and federal regulations pertaining to chemical delivery.
8. All delivery personnel must carry and display company identification.



## **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

9. All local, state, and federal safety regulations will be adhered to.
10. Successful bidder must follow the Globally Harmonized System of Classification and Labeling of Chemicals (GHS) guidelines.

### **4. AWARD**

The successful bidder shall be selected based upon a review of qualifications, past experience, price, completion time and information presented in the proposal. The decision of the County Commissioners of Kent County shall be final. The County Commissioners of Kent County reserve the right to accept or reject any or all proposals should it be in the best interest of the county to do so.

### **5. ATTACHMENTS**

- A. Facility Address List
- B. Chemical Specifications
- C. Estimate of Yearly Chemical Usage by Facility

# **REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

## **SECTION D. BID FORMS**

### **BID NUMBER KCWW 21-01**

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

**STANDARD SEALED BID FORM SHEET**

**BID NUMBER KCWW 17-02**

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.

To begin work as specified in the "Notice to Proceed" and to prosecute said work so as to begin the contract by November 1, 2021 and complete the contract within 365 calendar days.

---

|                                                        |            |           |
|--------------------------------------------------------|------------|-----------|
| <b>Drug Abuse Policy in Effect (Circle One)</b>        | <b>YES</b> | <b>NO</b> |
| <b>Insurance certificate attached (Circle One)</b>     | <b>YES</b> | <b>NO</b> |
| <b>Bid Surety Attached? (Circle One)</b>               | <b>YES</b> | <b>NO</b> |
| <b>Signature form executed? (Circle One)</b>           | <b>YES</b> | <b>NO</b> |
| <b>Affidavit of qualification to bid? (Circle One)</b> | <b>YES</b> | <b>NO</b> |
| <b>Non-collusion certificate (Circle One)</b>          | <b>YES</b> | <b>NO</b> |

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

STANDARD SEALED BID FORM

BID NUMBER KCWW 21-01

BIDDER: AGENT: \_\_\_\_\_

FIRM Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Submitted by: \_\_\_\_\_

(Signature of authorized agent above)

, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Accepted by:

\_\_\_\_\_

Michael S. Moulds, PE  
Director of Public Works

ATTEST:

\_\_\_\_\_ DATE \_\_\_\_\_

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## STANDARD SEALED BID FORM

### PRICE SHEET

List the price per pound or gallon for the following chemicals and the minimum delivered quantity. Write "No Bid" where no pricing is to be offered.

| Chemical                                      | Dollars per pound or gallon | Minimum Delivered Quantity |
|-----------------------------------------------|-----------------------------|----------------------------|
| Sodium Hypochlorite 12%<br>(Liquid)           |                             |                            |
| Caustic Soda 99.4%<br>(Beads)                 |                             |                            |
| Caustic Soda 25%<br>(Liquid)                  |                             |                            |
| Potash 45%<br>(Liquid)                        |                             |                            |
| Calcium Hypochlorite 65%<br>(Granular)        |                             |                            |
| Alum 50%<br>(Liquid)                          |                             |                            |
| Ferric Chloride 38%<br>(Liquid)               |                             |                            |
| Citric Acid 50%<br>(Liquid)                   |                             |                            |
| Polymer 955 or approved alternate<br>(Liquid) |                             |                            |
| Polymer 906 or approved alternate<br>(Liquid) |                             |                            |
| PolyAluminum Chloride<br>(Liquid)             |                             |                            |
| Micro C 1000<br>(Liquid)                      |                             |                            |

Company Representative

Date

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

NOT REQUIRED FOR THIS PROJECT  
BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned,  
as principal, and \_\_\_\_\_

as surety, are hereby held and firmly bound unto the County Commissioners of Kent County

AS OWNER in the penal sum of \_\_\_\_\_ for the payment  
of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors  
and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the  
County Commissioners of Kent County a certain BID, attached hereto and hereby made a part  
of hereof to enter into a contract in writing, for the

\_\_\_\_\_  
NOW, THEREFORE,

a) If said BID shall be rejected, or b) If said BID shall be accepted and the principal shall execute  
and deliver a contract in the form of Contract attachment hereto (properly completed in  
accordance with said BID) and shall furnish a BOND for his faithful performance of said  
contract, and for the payment of all persons performing labor, furnishings, materials, in  
connection therewith, and shall in all other respects perform the agreement created by the  
acceptance of said BID, this obligation shall be void, otherwise the same shall remain in force and  
effect; it being expressly understood and agreed that the liability of the Surety for any and all  
claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety  
and its BOND shall be in no way impaired or affected by any extension of the time within  
which the OWNER may accept such BID, and said Surety does hereby waive notice of any  
such extension. IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands  
and seals, and such of them as are corporations have caused their corporate seals to be hereto  
affixed and these presents to be signed by their proper officers, the day and year first set forth  
above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

IMPORTANT: Surety companies executing BONDS must authorized to transact business in  
the State of Maryland.



**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

**SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

PRINT AUTHORIZED PERSON: \_\_\_\_\_

TITLE OF AUTHORIZED PERSON: \_\_\_\_\_

STREET NAME AND NUMBER: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

BIDDERS FEDERAL EMPLOYERS' IDENTIFICATION NO. \_\_\_\_\_

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title)\_\_\_\_\_ and  
the duly authorized representative of the firm of (Name of Corporation)  
\_\_\_\_\_

whose address is \_\_\_\_\_  
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) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 are true and correct.

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

REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the \_\_\_\_\_  
(Title)

and the duly authorized representative of the firm of

\_\_\_\_\_

whose address is \_\_\_\_\_

\_\_\_\_\_

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, has:

- 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.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name or Type

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## 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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### 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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

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.



## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### 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.

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

D. The Contractor guarantees that all work shall be accomplished in a workman like 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 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 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*

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

*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).

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### 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

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

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

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

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.



# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## Kent County Department of Water and Wastewater Services Request for Proposal (RFP) Water and Wastewater Treatment Chemicals Facility Addresses

Fairlee Water Treatment Plant  
Water Tower Rd.  
Chestertown, MD 21620

Tolchester Wastewater Treatment  
Plant 22010 Bayshore Rd.  
Rock Hall, MD 21661

Kennedyville Water Treatment Plant  
12000 Kennedyville Rd.  
Kennedyville, MD 21645

Kennedyville Wastewater Treatment  
Plant 11651 Kennedyville Rd.  
Kennedyville, MD 21645

Worton Water Treatment Plant  
10837 Worton Rd.  
Worton, MD 21678

Worton Wastewater Treatment Plant  
25310 Chinquapin Rd.  
Worton, MD 21678

Nicholson Groundwater  
Treatment Facility  
23750 Lareny Nick Road  
Chestertown, MD 21620

Betterton Wastewater Treatment Plant  
28 Third Avenue  
Betterton, MD 21610

Betterton Water Treatment Plant  
Church Alley  
Betterton, MD 21610

Galena Wastewater Treatment Plant  
13265 Augustine Herman Highway  
Galena, MD 21635

Galena Water Treatment Plant  
102-B North Main Street  
Galena, MD 21635

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### Chemical Specifications

1. All chemicals must be in full compliance with NSF Standards 60 and 61, and/or latest version of Underwriters Laboratories. Evidence of NSF and UL certifications must be submitted with any vendor's proposal.
2. Must conform to all applicable American Water Works Association (AWWA) standard (latest version).
3. All chemicals must be in compliance with applicable Maryland Department of Health and Maryland Department of the Environment regulations.
4. Liquid tankers and shipment containers shall meet the cleanliness required in drinking water treatment.
5. Chemicals shall not contain particles of sand grit, coke clay or gelatinous material in sizes that will clog metering pumps and appurtenances. Any debris that is found in the system that is attributable to a delivery not meeting chemical specifications or manufacturing issue shall be removed at the vendor's expense.
6. Provide chemical specifications for each chemical bid.
7. Material Data Safety Sheets must be provided for each chemical.
8. Alternative polymers selections must be jar tested on site for comparison.

#### Hypochlorite, Liquid Solution

|                                                    |                    |
|----------------------------------------------------|--------------------|
| Sodium Hypochlorite                                |                    |
| Available Chlorine, percent by Volume              | 15.0% typical      |
| percent by Weight                                  | 13%                |
| Specific Gravity 20/20 C                           | 1.18 – 1.22 range  |
| pH                                                 | 11 to 13 range     |
| Meets AWWA Standard for Hypochlorites,<br>edition) | B300-87 (or latest |
| Meets standard for drinking water treatment        | NSF/ANSI 60        |

#### Hypochlorite, Granular

|                                                    |                    |
|----------------------------------------------------|--------------------|
| Calcium Hypochlorite                               |                    |
| Available Chlorine, percent by Volume              | 65.0% typical      |
| Meets EPA Primary Drinking Water Standards         |                    |
| Meets AWWA Standard for Hypochlorites,<br>edition) | B300-18 (or latest |
| Meets standard for drinking water treatment        | NSF/ANSI 60        |

#### Caustic Soda, Beads

|                            |                |
|----------------------------|----------------|
| Sodium Hydroxide           |                |
| NaOH% Weight               | 96.0 % minimum |
| Na <sub>2</sub> O % Weight | 74.4 % minimum |

## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

|                                                   |                    |
|---------------------------------------------------|--------------------|
| Na <sub>2</sub> CO <sub>3</sub> % Weight          | 1.6 % maximum      |
| NaCl% Weight                                      | 2.2 % maximum      |
| Na <sub>2</sub> SO <sub>4</sub> parts per million | 25 maximum         |
| Fe parts per million                              | 15 maximum         |
| Cu parts per million                              | 2 maximum          |
| SiO <sub>2</sub> parts per million                | 10 maximum         |
| As parts per million                              | 0.1 maximum        |
| Heavy Metals parts per million                    | 5 maximum          |
| Pb parts per million                              | 0.1 maximum        |
| Hg parts per million                              | 0.01 maximum       |
| Mn parts per million                              | 0.1 maximum        |
| Ni parts per million                              | 3 maximum          |
| Insoluble Matter in water % Weight                | 0.05 maximum       |
| Meets AWWA Standard for Sodium Hydroxide edition) | B501-19 (or latest |
| Meets standard for drinking water treatment       | NSF/ANSI 60        |

### Caustic Soda, Liquid

|                                             |                    |
|---------------------------------------------|--------------------|
| Sodium Hydroxide                            |                    |
| NaOH% Weight                                | 49.0 to 51.0 range |
| Na <sub>2</sub> O % Weight                  | 38.0 to 39.5 range |
| Na <sub>2</sub> CO <sub>3</sub> % Weight    | 0.10 maximum       |
| NaCl% Weight                                | 0.01 maximum       |
| Na <sub>2</sub> SO <sub>4</sub> % Weight    | 0.02 maximum       |
| NaClO <sub>3</sub> % Weight                 | 0.0065 maximum     |
| Fe parts per million                        | 5 maximum          |
| Meets AWWA Standard edition)                | B501-19 (or latest |
| Meets standard for drinking water treatment | NSF/ANSI 60        |

### Caustic Potash, Liquid

|                                                      |                    |
|------------------------------------------------------|--------------------|
| Potassium Hydroxide                                  |                    |
| Total Alkalinity as KOH % Weight                     | 45.0 to 46.5       |
| K <sub>2</sub> CO <sub>3</sub> % Weight              | 0.2 maximum        |
| Chlorides, as KCl parts per million                  | 50 maximum         |
| Fe parts per million                                 | 2 maximum          |
| Hg parts per million                                 | 0.25 maximum       |
| Meets AWWA Standard for Potassium Hydroxide edition) | B511-17 (or latest |
| Meets standard for drinking water treatment          | NSF/ANSI 60        |

### Alum, Liquid

|                                             |                          |
|---------------------------------------------|--------------------------|
| Aluminum Sulfate                            |                          |
| Al <sub>2</sub> O <sub>3</sub> % Weight     | 8.0 to 8.4               |
| Fe parts per million                        | 100 maximum              |
| Insolubility % Weight                       | 0.2 maximum              |
| Specific Gravity @ 60F                      | 1.318 to 1.337 range     |
| Must meet AWWA Standard                     | B403 (or latest edition) |
| Meets standard for drinking water treatment | NSF/ANSI 60              |

# REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

## Ferric Chloride, Liquid

|                                                                                                                         |                          |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Ferric Chloride                                                                                                         |                          |
| Solution % Weight                                                                                                       | 37.0 to 42.0 range       |
| Fe+3 % Weight                                                                                                           | 12.8 to 14.0 range       |
| Fe+2 % Weight                                                                                                           | < 0.15                   |
| Insoluble Solids % Weight                                                                                               | 0.2 maximum              |
| HCl % Weight                                                                                                            | 1.0 maximum              |
| Specific Gravity @ 60F                                                                                                  | 1.318 to 1.48 range      |
| Must be high purity product manufactured by reacting chlorine gas with iron, HCL, ferrous sulfate, or ferrous chloride. |                          |
| Must meet AWWA Standard                                                                                                 | B407 (or latest edition) |
| Meets standard for drinking water treatment                                                                             | NSF/ANSI 60              |

## Citric Acid, Liquid

|                                            |                      |
|--------------------------------------------|----------------------|
| Citric Acid 50% FCC/USP                    |                      |
| Assay %                                    | 50, maximum          |
| Calcium, parts per million                 | 15 maximum           |
| Heavy Metals                               | 5 maximum            |
| Iron                                       | 5 maximum            |
| Specific Gravity @ 60F                     | 1.240 to 1.250 range |
| Meets EPA Primary Drinking Water Standards |                      |

## Polymer, Liquid

|                                             |                             |
|---------------------------------------------|-----------------------------|
| Polymer 955 or approved Alternate           |                             |
| Cationic Charge %                           | 35.0 to 55 range            |
| Free Solids %                               | 1 to 1.5 range              |
| Minimum Shelf Life                          | 3 months                    |
| Must meet AWWA Standard                     | B453-13 (or latest edition) |
| Meets standard for drinking water treatment | NSF/ANSI 60                 |

## Polymer, Liquid

|                                             |                             |
|---------------------------------------------|-----------------------------|
| Polymer 906 or approved Alternate           |                             |
| Cationic Charge %                           | 35.0 to 55 range            |
| Free Solids %                               | 1 to 1.5 range              |
| Minimum Shelf Life                          | 3 months                    |
| Must meet AWWA Standard                     | B453-13 (or latest edition) |
| Meets standard for drinking water treatment | NSF/ANSI 60                 |

## PolyAluminum Chloride

|                                  |                  |
|----------------------------------|------------------|
| PAC                              |                  |
| Al <sub>2</sub> O <sub>3</sub> % | 12 to 13 range   |
| Al %                             | 6.3 to 6.9 range |
| Sulfate %                        | 1.2 to 2.2 range |
| Chloride %                       | 9.0 minimum      |
| Specific Gravity @ 60F           | 1.29             |

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL  
SUPPLIES**

|                                             |                    |
|---------------------------------------------|--------------------|
| Relative Basicity %                         | 70 minimum         |
| Must meet AWWA Standard<br>edition)         | B408-10 (or latest |
| Meets standard for drinking water treatment | NSF/ANSI 60        |

**Micro C 1000, Liquid**

Micro C Glycerin

|                          |                      |
|--------------------------|----------------------|
| Glycerin % Weight        | 69 to 71 range       |
| Sodium Chloride % Weight | 3 to 6.5 range       |
| Fatty Acids % Weight     | 0.05 to 0.6 range    |
| Methyl Alcohol % Weight  | 0.06 maximum         |
| Specific Gravity 20C     | 1.215 to 1.235 range |
| COD parts per million    | 670,000 minimum      |

**REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES**

| KCWW 21-01 Estimate of Yearly Chemical Usage by Facility |             |         |                      |                                   |                |                      |                |                   |                 |        |
|----------------------------------------------------------|-------------|---------|----------------------|-----------------------------------|----------------|----------------------|----------------|-------------------|-----------------|--------|
| Chemical Information                                     |             |         |                      | Location- Estimated Unit Quantity |                |                      |                |                   |                 |        |
| Chemical Name                                            | Description | Unit    | Delivery Requirement | Fairlee<br>W/WW                   | Worton<br>W/WW | Kennedyville<br>W/WW | Galena<br>W/WW | Betterton<br>W/WW | Nicholson<br>WW | Total  |
| Sodium Hypochlorite 12%                                  | Liquid      | Gallons | 15 gallon Drum       | 1,745                             | 3,390          | 60                   | 225            |                   |                 | 5,420  |
| Caustic Soda 99.4%                                       | Beads       | Pounds  | Pounds (Bagged)      |                                   |                |                      |                | 6,000             |                 | 6,000  |
| Caustic Soda 25%                                         | Liquid      | Gallons | 15 gallon Drum       | 2,185                             | 3,065          |                      | 2,195          | 5,720             | 6,200           | 19,365 |
| Potash 45%                                               | Liquid      | Gallons | Gallons, Bulk        |                                   | 2,195          |                      |                |                   |                 | 2,195  |
| Calcium Hypochlorite 65%                                 | Granular    | Pounds  | Pounds (Pail)        |                                   |                |                      |                | 600               |                 | 600    |
| Alum 50%                                                 | Liquid      | Gallons | 15 gallon Drum       |                                   |                | 675                  | 3,065          | 5,720             |                 | 9,460  |
| Polyaluminum Chloride (PAC)                              | Liquid      | Gallons | 55 Gallon Drum       |                                   |                |                      |                |                   | 1,000           | 1,000  |
| Ferric Chloride 38%                                      | Liquid      | Gallons | Gallons, Bulk        |                                   | 1,760          |                      |                |                   |                 | 1,760  |
| Citric Acid 50%                                          | Liquid      | Gallons | Gallons, Bulk        |                                   | 550            |                      |                |                   |                 | 550    |
| Polymer 955                                              | Liquid      | Gallons | 55 Gallon Drum       |                                   | 450            |                      |                |                   |                 | 450    |
| Polymer 906                                              | Liquid      | Gallons | 55 Gallon Drum       |                                   |                |                      | 1,380          |                   |                 | 1,380  |
| Micro C 1000                                             | Liquid      | Gallons | Gallons, Bulk        |                                   | 3,300          |                      |                |                   |                 | 3,300  |





DEPARTMENT OF  
PUBLIC WORKS

709 Morgnec Road  
Chestertown, MD 21620  
410-778-2600  
Michael S. Moulds, P.E., Director  
[mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

**KCWW #21-01 CHEMICAL SUPPLIES REQUEST FOR PROPOSAL  
ADDENDUM No. 1  
October 4, 2021**

THE FOLLOWING QUESTIONS ARE A COMPILATION OF ALL RECEIVED BY EMAIL FROM INTERESTED BIDDERS RESPONDING TO THE ABOVE REQUEST FOR PROPOSALS. THE QUESTIONS AND ANSWERS ARE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS. BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THEIR BIDS.

1. ON PAGE 39, THE BID STATES THAT "ALTERNATIVE POLYMERS MUST BE JAR TESTED ON SITE FOR COMPARISON". IS A DIFFERENT POLYMER CONSIDERED A SUBSTITUTION AND SUBJECT TO THE SAME SUBSTITUTION REQUIREMENTS SET FORTH ON PAGES 16 AND 17? **YES ALTERNATIVE POLYMERS ARE A SUBSTITUTION. WE WILL NEED TO EVALUATE THE EFFECTIVENESS OF AN ALTERNATIVE POLYMER TO DETERMINE IF IT PERFORMS AS GOOD AS OR BETTER THAN THE CURRENT POLYMER BEING USED. WE ARE EXTENDING THE BID DEADLINE BELOW TO PROVIDE MORE OPPORTUNITY FOR JAR TESTING.**

2. PAGE 41 MUST THE POLYMER REFERENCED BE DRINKING WATER CERTIFIED SINCE THEY ARE BEING USED IN WASTEWATER APPLICATIONS? **YES.**

3. PAGE 42 THE SPECIFICATION SAYS MICRO C1000 BUT THE CHEMICAL SPECIFICATIONS ARE NOT THOSE OF MICRO C1000. THEY DESCRIBE MICRO C2000. PLEASE CLARIFY AS TO WHICH PRODUCT IS BEING REQUESTED. **THE SPECIFICATION IS INCORRECT. THE COUNTY USES MICRO C1000 UTILIZING A NON-HAZARDOUS CARBOHYDRATE BASED CARBON SOURCE.**

4. PAGE 43 DELIVERY QUANTITIES:

A. CAN YOU PROVIDE A BREAKOUT OF HOW MANY IS DELIVERED PER LOCATION AND PER DELIVERY? FOR EXAMPLE, THE BID LISTS AN ANNUAL REQUIREMENT OF 3,390 GALLONS OF SODIUM HYPOCHLORITE IN 15-GALLON DRUMS FOR THE WORTON WATER AND WASTEWATER FACILITY. WHAT IS THE BREAKDOWN OF HOW MUCH GOES TO EACH FACILITY AND HOW MANY DRUMS ARE RECEIVED AT EACH FACILITY PER DELIVERY? **PLEASE REFER TO THE ATTACHED BREAKDOWN TABLE**

B. FOR THE DELIVERY SITES MARKED BULK, WHAT SIZE ARE THE TANKS AND HOW MUCH IS TYPICALLY RECEIVED PER DELIVERY? IS A SAFETY SHOWER AND EYE WASH WITHIN 50 FEET OF EACH TANK? **PLEASE REFER TO THE ATTACHED BREAKDOWN TABLE**

Page 2 of 2  
KCWW #21-01 Chemical Supplies RFP  
Addendum #1  
October 4, 2021

C. FOR THE NICHOLSON LANDFILL, HOW MANY PACL DRUMS WILL THEY BE ABLE TO RECEIVE PER ORDER? **WE ARE PROVIDING STORAGE FOR ONE PALLET OF 4 – 55 GALLON DRUMS.**

5. FOR THE NICHOLSON LANDFILL, THE PACLS TESTED WERE BLENDED WITH POLYMER BUT THE PACLS SPECIFICATION DOES NOT CALL FOR ANY TYPE OF POLYMER/PACL BLEND. PLEASE CONFIRM. **CES PACL 2250 IS USED AS THE BASIS FOR DESIGN.**

6. FOR THE NICHOLSON LANDFILL, THERE WAS DISCUSSION OF NEEDING PH ADJUSTMENT, WILL THERE BE OTHER CHEMICAL REQUIREMENTS IN ADDITION TO THE PACL? **CAUSTIC SODA IS INCLUDED ON THE USAGE TABLE.**

7. **THE DEADLINE FOR SUBMITTAL OF BIDS IS MODIFIED FROM OCTOBER 13<sup>TH</sup> TO TUESDAY OCTOBER 27<sup>TH</sup> AT 10:00 A.M.**

# EXHIBIT B

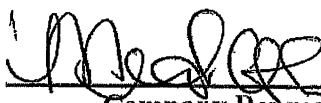
## REQUEST FOR PROPOSAL KCWW 21-01 WATER TREATMENT CHEMICAL SUPPLIES

### STANDARD SEALED BID FORM PRICE SHEET

George S. Coyne Chemical Co., Inc.  
3015 State Road  
Croydon, PA 19021  
Phone: (215) 785-3000  
Fax: (215) 785-1585  
E-Mail: [bidadministration@coynechemical.com](mailto:bidadministration@coynechemical.com)

List the price per pound or gallon for the following chemicals and the minimum delivered quantity. Write "No Bid" where no pricing is to be offered.

| Chemical                                   | Dollars per pound or gallon               | Minimum Delivered Quantity                |
|--------------------------------------------|-------------------------------------------|-------------------------------------------|
| Sodium Hypochlorite 12% (Liquid)           | \$3.8761/gal                              | Minimum 200 gal per delivery.             |
| Caustic Soda 99.4% (Beads)                 | No Bid                                    | No Bid                                    |
| Caustic Soda 25% (Liquid)                  | <i>*Please see attached price sheet *</i> | <i>*Please see attached price sheet *</i> |
| Potash 45% (Liquid)                        | No Bid                                    | No Bid                                    |
| Calcium Hypochlorite 65% (Granular)        | No Bid                                    | No Bid                                    |
| Alum 50% (Liquid)                          | \$3.4416/gal                              | Minimum 500 gal per delivery.             |
| Ferric Chloride 38% (Liquid)               | \$4.5070/gal                              | Minimum 500 gal per delivery.             |
| Citric Acid 50% (Liquid)                   | \$12.9533/gal                             | Minimum 200 gal per delivery.             |
| Polymer 955 or approved alternate (Liquid) | \$24.9963/gal                             | Minimum 1 drum per delivery.              |
| Polymer 906 or approved alternate (Liquid) | \$24.5979/gal                             | Minimum 1 drum per delivery.              |
| PolyAluminum Chloride (Liquid)             | \$18.31/gal                               | Minimum 2 drums per delivery.             |
| Micro C 1000 (Liquid)                      | \$6.1793/gal                              | Minimum 500 gal per delivery.             |



10/18/2021

Company Representative

Date

Meridith C. Haskin, Treasurer, Vice President  
– Finance & Operations Assistant Secretary

25

Due to market volatility, both on material supply and freight, Coyne reserves the right to renegotiate pricing should our costs increase in excess of 10%.

GEORGE S. COYNE CHEMICAL CO., INC. delivers all Monday through Friday within ten (10) to fourteen (14) business days after receipt of order.



**DEPARTMENT OF  
PUBLIC WORKS**

709 Morgnac Road  
Chestertown, MD 21620  
410-778-2600  
Michael S. Moulds, P.E., Director  
[mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

December 2, 2021

Ms. Patti Leffler

**George S. Coyne Chemical Co., Inc.**

3015 State Road  
Croydon, MD 19021

RE: Notice of Award Chemical Supply Contract KW#21-01

Dear Ms. Leffler,

We are providing notice of award for the supply of Water and Wastewater Treatment Chemicals in response to your proposal submittal to the County's Request for Proposal KW#21-01 dated October 18, 2021.

Attached is an original and copy of the contract. Please sign and return the original to this office. We can then process Purchase Orders to establish accounts for placing orders. The contract will provide the basis for pricing to purchase chemicals as identified in your proposal. We will be assigning your firm as the primary supplier for the following:

**Citric Acid 50%**

**Polymer 960**

We will also utilize you as a secondary supplier of the following in the event of shortages in supply:

Sodium Hypochlorite 12%

Potash 45%

Polyaluminum Chloride (PAC)

Micro C 1000

Caustic Soda 99.4%

Calcium Hypochlorite 65%

Ferric Chloride 38%

Caustic Soda 25%

Alum 50%

Polymer 955

Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

Michael S. Moulds, PE  
Director of Public Works

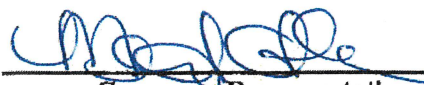
Enclosures : Contract Documents

# EXHIBIT C

## STANDARD SEALED BID FORM PRICE SHEET

List the price per pound or gallon for the following chemicals and the minimum delivered quantity. Write "No Bid" where no pricing is to be offered.

| Chemical                                         | Dollars per pound or gallon    | Minimum Delivered Quantity |
|--------------------------------------------------|--------------------------------|----------------------------|
| Sodium Hypochlorite 12%<br>(Liquid)              | \$4.7595 / gal. (Not Awarded)  | 200 gals.<br>min. delivery |
| Caustic Soda 99.4%<br>(Beads)                    | No Bid                         |                            |
| Caustic Soda 25%<br>(Liquid)                     | \$5.1132 / gal. (Not Awarded)  | 500 gals. min.<br>delivery |
| Potash 45%<br>(Liquid)                           | No Bid                         |                            |
| Calcium Hypochlorite 65%<br>(Granular)           | No Bid                         |                            |
| Alum 50%<br>(Liquid)                             | \$3.81 / gal. (Not Awarded)    | 500 gals. min.<br>delivery |
| Ferric Chloride 38%<br>(Liquid)                  | \$4.753 / gal. (Not Awarded)   | 500 gals. min. delivery    |
| Citric Acid 50%<br>(Liquid)                      | \$12.9533 / gal.               | 200 gals. min. delivery    |
| Polymer 955 or approved<br>alternate<br>(Liquid) | \$24.9963 / gal. (Not Awarded) | 1 drum min.<br>delivery    |
| Polymer 906 or approved<br>alternate<br>(Liquid) | \$24.95 / gal.                 | 1 drum min. delivery       |
| PolyAluminum Chloride<br>(Liquid)                | \$18.76 / gal. (Not Awarded)   | 2 drums min.<br>delivery   |
| Micro C 1000<br>(Liquid)                         | \$6.1793 / gal. (Not Awarded)  | 500 gals. min.<br>delivery |

  
Company Representative  
Meredith Haskin, Vice President

6/19/2023

Date



Since 1868

August 15, 2023

Jessica L. Conner, Procurement Manager  
Kent County Department of Public Works  
709 Morgnec Road  
Chestertown, MD 21620

Re: **Bid Number: Contract #24WWCAPM0624**  
**Contract Title: Purchase and Delivery of Chemical Supplies Bid**  
**Period: 7/1/2023 - 6/30/2024**  
**Bid Date: October 27, 2021 @ 10:00 AM**

Thank you for granting us the privilege of supplying your chemical requirements as per the enclosed contract. We appreciate your decision to award George S. Coyne Chemical Co., Inc. this business.

Submitted herein are the executed copies of the contract per your instructions.

When you require chemicals, please contact our Customer Service Department at (800) 523-1230 or via email at [orders@coynechemical.com](mailto:orders@coynechemical.com). They will be happy to arrange delivery for you.

We look forward to enjoying a fine relationship with your organization and we thank you for your business. Our Chemical Application Specialist will be in contact with you during the course of the contract to discuss any further requirements you may have.

We welcome the responsibility of providing this vital environmental chemical for your use.

Sincerely,

George S. Coyne Chemical Co., Inc.  
Bid Administration Department

George S. Coyne Chemical Company, Inc.

PHONE 215-785-3000 FAX 215-785-1585



3015 State Road, Croydon PA 19021

ORDERS [orders@coynechemical.com](mailto:orders@coynechemical.com)





## DEPARTMENT OF PUBLIC WORKS

709 Morgnec Road  
Chestertown, MD 21620  
(410) 778-2600

Michael S. Moulds, P.E., Director  
[mmoulds@kentgov.org](mailto:mmoulds@kentgov.org)

Daniel F. Mattson, P.E., C.F.M., Deputy Director  
[dmattson@kentgov.org](mailto:dmattson@kentgov.org)

# Memorandum

**To:** Mrs. Carolyn R. Mair-Basiura

George S. Coyne Chemical Co., Inc. / Sterling Water Technologies, LLC

3015 State Road

Croydon, MD 19021

**Date:** August 2, 2023

**Re:** Request for Renewal and Change Order for Chemical Supply Contract with Kent County, MD

**Attachments:** Water Treatment Chemical Supply Contract

The Department of Public Works is requesting a renewal and change order to be processed for the Water Treatment Chemical Supply Contract with George S. Coyne Chemical Co., Inc. / Sterling Water Technologies, LLC. After receiving the updated rates for both our primary and secondary suppliers, we made an alteration to the list of chemicals provided by each supplier regarding primary and secondary supplier based on the best qualitative bid submission for each product.

Attached to this Memorandum is a copy of the updated contract, set with renewal prices submitted for the new contract term. Please sign and return via scan/email to Jessica Conner, Procurement Manager, at [jconner@kentgov.org](mailto:jconner@kentgov.org) as soon as you are able. Based on our evaluation of the pricing provided for purchasing certain chemicals, as identified in your proposal, we have changed the assignment of primary and secondary supplier on one item. We will be assigning your firm as the primary supplier for the following liquids:

Citric Acid 50%

Polymer 955  
(or approved alternate)

Polymer 906  
(or approved alternate)

We will also utilize you as a secondary supplier of the following liquids in the event of a shortage in supply:

Sodium Hypochlorite 12%  
Ferric Chloride 38%

Caustic Soda 25%  
Poly Aluminum Chloride (PAC)

Alum 50%  
Micro C 1000

Page 2 of 2  
Water Treatment Chemical Supply Contract  
George S. Coyne Chemical Co., Inc. / Sterling Water Technologies, LLC

Should you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

*Michael S. Moulds*

Michael S. Moulds, P.E.  
Director of Public Works



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                              |                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>The Graham Company<br>The Graham Building<br>1 Penn Square West<br>Philadelphia PA 19102- | <b>CONTACT NAME:</b> Daria Ward/Brett Nealis<br><b>PHONE (A/C, No, Ext):</b> 215-701-5433<br><b>E-MAIL ADDRESS:</b> Kilgariff_Unit@grahamco.com<br><b>FAX (A/C, No):</b>                                                                                              |
| <b>INSURED</b><br>George S. Coyne Chemical Co., Inc.<br>3015 State Rd.<br>Croydon, PA 19021                  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : AIG Speciality Insurance Co. NAIC # 26883<br>INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA 19445<br>INSURER C : Redwood Fire & Casualty Insurance 11673<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES****CERTIFICATE NUMBER:** 1615626058**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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                                              |          | EG 14260729-05  | 5/31/2023               | 5/31/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                       |                                              |          | 441-67-33       | 5/31/2023               | 5/31/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                        |                                              |          | EGU 14260730-05 | 5/31/2023               | 5/31/2024               | EACH OCCURRENCE \$ 15,000,000<br>AGGREGATE \$ 15,000,000<br>\$                                                                                                                                                                                    |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                       | Y/N<br><input checked="" type="checkbox"/> N | N/A      | GEWC425581      | 5/31/2023               | 5/31/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| A        | Pollution Liability                                                                                                                                                                                                                                                                                                 |                                              |          | EG 14260729-05  | 5/31/2023               | 5/31/2024               | Per Claim Aggregate \$1,000,000<br>\$1,000,000                                                                                                                                                                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:

Kitchenman Terminal Company LLC - Additional Named Insured

Sterling Water Technologies LLC - Additional Named Insured

COMP/COLL DEDUCTIBLES: \$10,000 Deductible PPT's, Light/Medium Trucks, and Trailers, Heavy/Extra Heavy Trucks, and Tractors.  
MCS-90 coverage applies on the above referenced Automobile Liability Policy.  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

|                                                         |                                                                                                                                                                                                                            |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Kent County<br>709 Morgnec Road<br>Chestertown MD 21620 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Kenneth L. Swell</i> |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

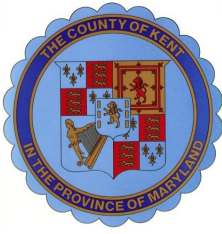
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

|                              |           |                                                                                            |
|------------------------------|-----------|--------------------------------------------------------------------------------------------|
| AGENCY<br>The Graham Company |           | NAMED INSURED<br>George S. Coyne Chemical Co., Inc.<br>3015 State Rd.<br>Croydon, PA 19021 |
| POLICY NUMBER                |           |                                                                                            |
| CARRIER                      | NAIC CODE | EFFECTIVE DATE:                                                                            |

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Kent County is an additional insured on the above General Liability Policy if required by written contract.



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**Patricia Merritt, Chief Finance Officer, Office of Finance**  
**8/29/2023**  
**County Commissioners Meeting**

**Item Summary:**

Financial Update

**ATTACHMENTS:**

Description

FY23 Revised Projection

## General Fund - Revenues

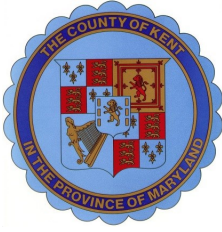
|                              | FY23              | FY23                  |                |
|------------------------------|-------------------|-----------------------|----------------|
|                              | Projection        | Revised<br>Projection | Over/(Under)   |
| <b>Property Tax</b>          | 33,453,326        | 32,701,451            | (751,875)      |
| <b>Income Tax</b>            | 18,150,000        | 19,670,043            | 1,520,043      |
| <b>Recordation</b>           | 1,400,000         | 1,430,323             | 30,323         |
| <b>Property Transfer</b>     | 821,500           | 882,362               | 60,862         |
| <b>Intergovernmental</b>     | 846,199           | 773,344               | (72,855)       |
| <b>Other Taxes</b>           | 354,000           | 324,827               | (29,173)       |
| <b>License &amp; Permits</b> | 353,474           | 381,114               | 27,640         |
| <b>Service Charges</b>       | 644,470           | 747,565               | 103,095        |
| <b>Lease Proceeds</b>        | 542,760           | 275,855               | (266,905)      |
| <b>Transfers In</b>          | 0                 | 0                     | -              |
| <b>Other</b>                 | 705,591           | 839,481               | 133,890        |
| <b>Total Revenues</b>        | <b>57,271,320</b> | <b>58,026,365</b>     | <b>755,045</b> |



# General Fund - Expenditures

FY23

|                           | FY23<br>Projection | Revised<br>Projection | Over/(Under)     |
|---------------------------|--------------------|-----------------------|------------------|
| <b>Board of Education</b> |                    |                       |                  |
| Operating                 | 18,559,629         | 18,559,629            | -                |
| Non Recurring             | -                  | -                     |                  |
| Debt Service              | 210,664            | 210,664               | -                |
|                           | <b>18,770,293</b>  | <b>18,770,293</b>     | <b>-</b>         |
| <br>                      |                    |                       |                  |
| Salaries                  | 12,970,982         | 12,824,162            | (146,820)        |
| Benefits                  | 6,352,034          | 6,568,075             | 216,041          |
| Capital                   | 2,294,339          | 2,257,477             | (36,862)         |
| Leased Capital            | 625,891            | 317,538               | (308,353)        |
| County Allocations        | 4,038,280          | 4,017,605             | (20,675)         |
| Operating                 | 6,636,224          | 6,446,725             | (189,499)        |
| Transfers                 | 5,955,365          | 5,955,365             | -                |
| Contingency               | 400,000            | 108,769               | (291,231)        |
| Debt Service              | 1,101,331          | 1,093,706             | (7,625)          |
| <b>Total Expenditures</b> | <b>59,144,739</b>  | <b>58,359,715</b>     | <b>(785,024)</b> |
| <br>                      |                    |                       |                  |
| <b>Surplus/(Deficit)</b>  | <b>(1,873,419)</b> | <b>(333,350)</b>      | <b>1,540,069</b> |



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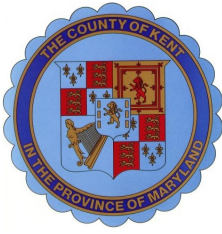
**Jim Miller, Director, Human Resources**  
**8/29/2023**  
**County Commissioners Meeting**

**Item Summary:**

Human Resources Administrative Specialist Recruitment  
Human Resources Coordinator Discussion

**ATTACHMENTS:**

Description



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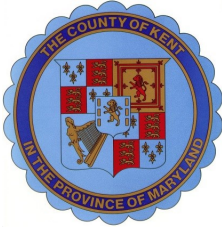
**Jim Miller, Director, Human Resources**  
**8/29/2023**  
**County Commissioners Meeting**

**Item Summary:**

Compensation Analysis

**ATTACHMENTS:**

Description



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**Dennis Hickman, Sheriff, Kent County Sheriff's Office**  
**8/29/2023**  
**County Commissioners Meeting**

**Item Summary:**

Annual Certification Report/Equitable Sharing Agreement and Certification

**ATTACHMENTS:**

**Description**

08.29.23 Equitable Sharing Agreement and Certification Annual Certification Report NCIC\_ORI\_Tracking  
Number MD0150000



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** MD0150000  
**Agency Name:** Kent County Sheriff's Office  
**Mailing Address:** 104 Vickers Drive, Unit B  
Chestertown, MD 21620

**Type:** Sheriff's Office

**Agency Finance Contact**

**Name:** Albia, ALbia  
**Phone:** 410-810-1368  
**Email:** aalbia@kentgov.org

**Jurisdiction Finance Contact**

**Name:** Merritt, Patricia  
**Phone:** 4107787456  
**Email:** pmerritt@kentgov.org

**ESAC Preparer**

**Name:** Albia, ALbia  
**Phone:** 410-810-1368  
**Email:** aalbia@kentgov.org

**FY End Date:** 06/30/2023

**Agency FY 2024 Budget:** \$4,660,218.00

### Annual Certification Report

| Summary of Equitable Sharing Activity |                                                                                                    | Justice Funds <sup>1</sup> | Treasury Funds <sup>2</sup> |
|---------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|
| 1                                     | Beginning Equitable Sharing Fund Balance                                                           | \$0.00                     | \$0.00                      |
| 2                                     | Equitable Sharing Funds Received                                                                   | \$0.00                     | \$10,156.03                 |
| 3                                     | Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force                | \$0.00                     | \$0.00                      |
| 4                                     | Other Income                                                                                       | \$0.00                     | \$0.00                      |
| 5                                     | Interest Income                                                                                    | \$0.00                     | \$0.00                      |
| 6                                     | Total Equitable Sharing Funds Received (total of lines 2-5)                                        | \$0.00                     | \$10,156.03                 |
| 7                                     | Equitable Sharing Funds Spent (total of lines a - n)                                               | \$0.00                     | \$0.00                      |
| 8                                     | Ending Equitable Sharing Funds Balance<br>(difference between line 7 and the sum of lines 1 and 6) | \$0.00                     | \$10,156.03                 |

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

| Summary of Shared Funds Spent |                                                              | Justice Funds | Treasury Funds |
|-------------------------------|--------------------------------------------------------------|---------------|----------------|
| a                             | Law Enforcement Operations and Investigations                | \$0.00        | \$0.00         |
| b                             | Training and Education                                       | \$0.00        | \$0.00         |
| c                             | Law Enforcement, Public Safety, and Detention Facilities     | \$0.00        | \$0.00         |
| d                             | Law Enforcement Equipment                                    | \$0.00        | \$0.00         |
| e                             | Joint Law Enforcement/Public Safety Equipment and Operations | \$0.00        | \$0.00         |
| f                             | Contracts for Services                                       | \$0.00        | \$0.00         |
| g                             | Law Enforcement Travel and Per Diem                          | \$0.00        | \$0.00         |
| h                             | Law Enforcement Awards and Memorials                         | \$0.00        | \$0.00         |
| i                             | Drug, Gang, and Other Education or Awareness Programs        | \$0.00        | \$0.00         |
| j                             | Matching Grants                                              | \$0.00        | \$0.00         |
| k                             | Transfers to Other Participating Law Enforcement Agencies    | \$0.00        | \$0.00         |
| l                             | Support of Community-Based Programs                          | \$0.00        |                |
| m                             | Non-Categorized Expenditures                                 | \$0.00        | \$0.00         |
| n                             | Salaries                                                     | \$0.00        | \$0.00         |
| Total                         |                                                              | \$0.00        | \$0.00         |

**Equitable Sharing Funds Received From Other Agencies**

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
|                          |               |                |

**Other Income**

| Other Income Type | Justice Funds | Treasury Funds |
|-------------------|---------------|----------------|
|                   |               |                |

**Matching Grants**

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
|                     |               |                |

**Transfers to Other Participating Law Enforcement Agencies**

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
|                       |               |                |

**Support of Community-Based Programs**

| Recipient | Justice Funds |  |
|-----------|---------------|--|
|           |               |  |

**Non-Categorized Expenditures**

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
|             |               |                |

**Salaries**

| Salary Type | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
|             |               |                |

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor****Name:** Lehman, Christopher G**Company:** SB & Company, LLC**Phone:** 410-584-0060**Email:** clehman@sbandcompany.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 979986



## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

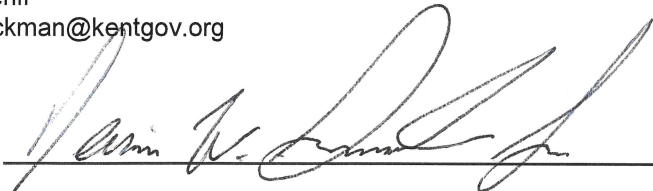
### Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

### Agency Head

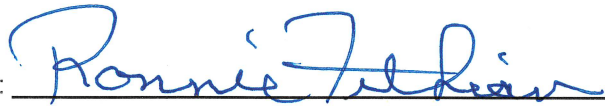
Name: Hickman, Dennis  
Title: Sheriff  
Email: dhickman@kentgov.org

Signature:  Date: 8-24-2023

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

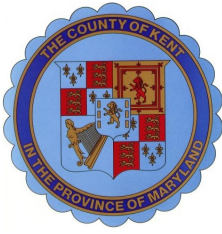
### Governing Body Head

Name: Fithian, Ronald H.  
Title: President, K. C. Commissioners  
Email: rfithian@kentgov.org

Signature:  Date: 8-25-2023

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



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## **Procedures For Public Comment 8/29/2023 County Commissioners Meeting**

### **ATTACHMENTS:**

#### **Description**

Press and Public Comments

08.29.23 Public Comments Sign In Sheet

### Press and Public Comments

Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

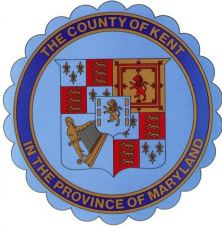
Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

Interested parties may address the Commissioners in writing at any time about any matter pertaining to County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland  
400 High Street  
Chestertown, MD 21620

**PUBLIC COMMENTS  
SIGN IN SHEET  
August 29, 2023**

| NAME (please print) | ADDRESS          | TOPIC           |
|---------------------|------------------|-----------------|
| Eric Colthawn       | 26021 Mallard Rd | MDA Atc. Permit |
|                     |                  |                 |
|                     |                  |                 |
|                     |                  |                 |
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## **American Rescue Plan Act (ARPA) Funds Spend Plan 8/29/2023 County Commissioners Meeting**

### **ATTACHMENTS:**

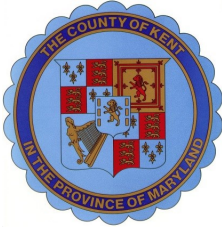
#### **Description**

8-22-2023 ARPA Funds Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND**  
**AS OF COMMISSIONER MEETING MINUTES DATED**  
**8/22/2023**

| Project                                                      | Department                 | Project Estimate    | Date Approved | Amount Approved     | Date Completed |
|--------------------------------------------------------------|----------------------------|---------------------|---------------|---------------------|----------------|
| Feed the Elderly Year 1                                      | Local Management Board     | 112,800             | 08/31/21      | 112,800             |                |
| Feed the Elderly Year 2 and 3                                | Local Management Board     | 204,115             | 03/08/22      | 204,115             |                |
| Clariflocculator Replacement Project                         | Water & Wastewater Fund    | 275,000             | 08/31/21      | 275,000             | 6/28/2022      |
| Clariflocculator Replacement Project Change Order #1         |                            | 2,817               | 01/11/22      | 2,817               | 6/28/2022      |
| Clariflocculator Replacement Project Change Order #2         |                            | 90,642              | 01/11/22      | 90,642              | 11/23/2022     |
| AV System                                                    | Information Technology     | 71,254              | 10/26/21      | 71,254              |                |
| IT Software                                                  | Information Technology     | 27,095              | 10/26/21      | 27,095              |                |
| Neighborhood & Infrastructure Grants                         | Information Technology     | 258,402             | 12/14/21      | 258,402             |                |
| A/V Equipment in EOC                                         | Emergency Operation Center | 14,087              | 02/01/22      | 14,087              |                |
| SCADA Pump Station Monitoring                                | Water & Wastewater Fund    | 110,065             | 02/08/22      | 110,065             |                |
| Millington/RT301 Wastewater Treatment Feasibility Study      | Water & Wastewater Fund    | 57,500              | 02/08/22      | 57,500              |                |
| Millington/RT301 Wastewater Conveyance System Capacity Study |                            | 9,500               | 09/27/22      | 9,500               |                |
| Tolchester Wastewater-Design Services Influent Screen        | Water & Wastewater Fund    | 52,910              | 02/08/22      | 52,910              |                |
| Tolchester Wastewater - Bid Services and Const. Management   |                            | 35,735              | 09/27/22      | 35,735              |                |
| Tolchester Wastewater Influent Screen Construction           |                            | 600,914             | 04/25/23      | 600,914             |                |
| Worton WWTP Influent Lagoon Engineer Design & Bid Services   | Water & Wastewater Fund    | 32,981              | 03/22/22      | 32,981              |                |
| Worton WWTP Influent Lagoon Engineer Const. Management       |                            | 43,736              | 03/08/23      | 43,736              |                |
| Worton WWTP Lagoon Sludge Removal Contract                   |                            | 1,400,500           | 12/13/22      | 1,400,500           |                |
| Worton WWTP Lagoon Sludge Removal Contract Change Order #1   |                            | 30,000              | 06/13/23      | 30,000              |                |
| Worton WWTP Lagoon Sludge Removal Contract Change Order #2   |                            | (486,784)           | 08/08/23      | (486,784)           |                |
| Kennedyville Pump Station #2 Relocation Design               | Water & Wastewater Fund    | 52,338              | 09/27/22      | 52,338              |                |
| Kennedyville Pump Station #2 Relocation Const. Management    |                            | <i>Deferred</i>     |               |                     |                |
| Kennedyville Pump Station #2 Construction                    |                            | <i>Deferred</i>     |               |                     |                |
| Worton/Kennedyville GIS Water and Sewer Facilities Mapping   | Water & Wastewater Fund    | 75,770              | 09/27/22      | 75,770              |                |
| Worton Vehicle Storage Building & site prep/lighting/heat    | Water & Wastewater Fund    | 40,000              | 10/25/22      | 40,000              |                |
| Worton WWTP Solids Press Replacement Design                  | Water & Wastewater Fund    | 40,000.00           |               |                     |                |
| Worton WWTP Solids Press Replacement Construction Management |                            | 20,000.00           |               |                     |                |
| Worton WWTP Solids Press Replacement                         |                            | 250,000.00          |               |                     |                |
| <b>Total Amount of Funds Committed</b>                       |                            | <u>\$ 3,421,377</u> |               | <u>\$ 3,111,377</u> |                |
| <b>Amount of ARPA Funds</b>                                  |                            | 3,766,777           |               | 3,766,777           |                |
| <b>Balance of ARPA Funds Remaining</b>                       |                            | <u>\$ 345,400</u>   |               | <u>\$ 655,400</u>   |                |





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## **Contingency and Use of Fund Balance Report 8/29/2023 County Commissioners Meeting**

### **ATTACHMENTS:**

#### **Description**

8-22-2023 Commissioner Report Contingency

**FY24 CONTINGENCY & USE OF FUND BALANCE  
AS OF COMMISSIONERS MEETING MINUTES DATED  
August 22, 2023**

[illegible]