

**Request for Proposals**  
**for**  
**Management Services for the Charlotte Hall Veterans Home**  
**PROJECT NO. MDVA-CHVH-08-01**



**THE MARYLAND**  
**DEPARTMENT OF VETERANS AFFAIRS**

**Issue Date: November 21, 2008**

**NOTICE:**

Prospective Offerors who have received this document from the Maryland Department of Veterans Affairs web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

**Minority Business Enterprises Are Encouraged to Respond to this Solicitation**

**STATE OF MARYLAND**  
**VENDOR COMMENTS**

To help us improve the quality of State solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form and fax or email the completed form back to Sharon Mattia at 301-884-8036 or SMattia@charhall.org. Thank you for your assistance.

**Project Number: MDVA-CHVH-08-01**  
**Entitled: Management Services for the Charlotte Hall Veterans Home**

I. If you are not bidding, please indicate why:

- Other commitments preclude our participation at this time.
- The subject of the Contract is not in our business line.
- We lack experience in the work/commodities required.
- The scope of work is beyond our current capacity.
- We cannot be competitive. (Please explain below.)
- The specifications are either unclear or too restrictive. (Please explain below.)
- Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- Time for completion is insufficient.
- Bonding/insurance requirements are prohibitive. (Please explain below.)
- Doing business with government is simply too complicated.
- Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain below.)
- Other: \_\_\_\_\_

II. Please explain your response further, offer suggestions or express concerns.

Remarks:

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OPTIONAL:

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address or Email: \_\_\_\_\_

**THANK YOU**

**KEY INFORMATION SUMMARY SHEET**  
**STATE OF MARYLAND**

**Request for Proposals**

**Management Services for the Charlotte Hall Veterans Home**

Project Number: MDVA-CHVH-08-01

RFP Issue Date: November 21, 2008

RFP Issuing Office: Maryland Department of Veterans Affairs  
Charlotte Hall, Maryland 20622

Procurement Officer: Sharon Mattia  
Director, Veterans Home Program  
Maryland Department of Veterans Affairs  
Charlotte Hall Veterans Home  
29449 Charlotte Hall Road  
Charlotte Hall, Maryland 20622  
Office Phone: 301-884-8171 ext. 402  
Fax Phone: 301-884-8036  
e-mail: SMattia@charhall.org

Proposals are to be sent to: Director, Veterans Home Program  
Maryland Department of Veterans Affairs  
Charlotte Hall Veterans Home  
29449 Charlotte Hall Road  
Charlotte Hall, Maryland 20622  
Attn: Sharon Mattia

Pre-Proposal Conference: December 4, 2008, 10:00 AM (Local Time)  
Charlotte Hall Veterans Home,  
State Office – D Wing Multi- Purpose Room  
29449 Charlotte Hall Road  
Charlotte Hall, Maryland 20622  
For directions, call Dinah Sigmon  
Charlotte Hall Veterans Home  
301-884-8171, x 400

Closing Date and Time: January 12, 2009 at 2:00 PM (Local Time)

Communication: The Procurement Officer listed above is the only official source of information regarding this RFP. If you have received this RFP from another source, contact the Procurement Officer immediately

## Table of Contents

<b>SECTION 1 - GENERAL INFORMATION.....</b>	<b>1</b>
1.1 SUMMARY STATEMENT.....	1
1.2 ABBREVIATIONS AND DEFINITIONS.....	1
1.3 PROCUREMENT METHOD.....	3
1.4 CONTRACT TYPE.....	3
1.5 CONTRACT PRICE ADJUSTMENT MECHANISM.....	3
1.6 CONTRACT DURATION.....	4
1.7 PRE-PROPOSAL CONFERENCE.....	4
1.8 QUESTIONS.....	5
1.9 REVISIONS TO THE RFP.....	5
1.10 PROPOSALS DUE (CLOSING) DATE.....	6
1.11 PROCUREMENT OFFICER AND CONTRACT MANAGER.....	6
1.12 MINORITY BUSINESS ENTERPRISES.....	6
1.13 MULTIPLE OR ALTERNATE PROPOSALS.....	7
1.14 CANCELLATIONS, ACCEPTANCE, MINOR IRREGULARITIES AND DISCUSSIONS.....	7
1.15 ORAL PRESENTATION.....	7
1.16 DURATION OF OFFER.....	7
1.17 PUBLIC INFORMATION ACT NOTICE.....	8
1.18 ARREARAGES.....	8
1.19 BID/PROPOSAL AFFIDAVIT.....	8
1.20 CONTRACT AFFIDAVIT.....	8
1.21 MANDATORY CONTRACTUAL TERMS.....	8
1.22 PROTESTS/DISPUTES.....	8
1.23 eMARYLANDMARKETPLACE.....	9
1.24 INCURRED EXPENSES.....	9
1.25 ECONOMY OF PREPARATION.....	9
1.26 OFFEROR RESPONSIBILITIES.....	9
1.27 VERIFICATION OF REGISTRATION AND TAX PAYMENT.....	9
1.28 FALSE STATEMENTS.....	9
1.29 PAYMENTS BY ELECTRONIC FUNDS TRANSFER.....	10
1.30 LIVING WAGE.....	10
1.31 BID/PAYMENT/PERFORMANCE BONDS.....	10
1.32 SURETY BOND ASSISTANCE PROGRAM.....	11
1.33 PROMPT PAYMENT TO SUBCONTRACTORS.....	11
1.34 PERFORMANCE GURANTEES AND LIQUIDATED DAMAGES.....	12
<b>SECTION 2 – SCOPE OF WORK.....</b>	<b>13</b>
2.1 GENERAL INFORMATION, BACKGROUND AND PHYSICAL CHARACTERISTICS.....	13
2.2 GENERAL CONTRACT REQUIREMENTS.....	16
2.3 PERSONNEL AND STAFFING.....	19
2.4 PROGRAM MANAGEMENT.....	26
2.5 STATE RESPONSIBILITIES.....	26
2.6 TRANSITION PLANNING AND EXECUTION.....	27
2.7 FUNCTION: ADMINISTRATION/MANAGEMENT/HUMAN RESOURCES/RESIDENT CARE/ INFORMATION TECHNOLOGY.....	28
2.8 FUNCTION: DIETARY/HOUSEKEEPING/LAUNDRY.....	38
2.9 FUNCTION: FACILITY MAINTENANCE/PLANT OPERATIONS/GROUNDS.....	41
2.10 FUNCTION: SAFETY & SECURITY.....	44
2.11 FUNCTION: SOCIAL SERVICES AND COUNSELING.....	46
2.12 FUNCTION: TRANSPORTATION AND FLEET SERVICES.....	47
2.13 FUNCTION: OPTIONAL AND MISCELLANEOUS SERVICES.....	48
2.14 RETAINAGE AND INVOICES.....	49
2.15 INSURANCE.....	50
2.16 PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES.....	51

<b>SECTION 3 – PROPOSAL FORMAT .....</b>	<b>52</b>
3.1 TWO-PART SUBMISSION .....	52
3.2 PROPOSALS .....	52
3.3 SUBMISSION.....	52
3.4 VOLUME I – TECHNICAL PROPOSAL.....	52
3.5 VOLUME II – FINANCIAL PROPOSAL .....	57
<b>SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE.....</b>	<b>58</b>
4.1 EVALUATION .....	58
4.2 TECHNICAL CRITERIA .....	58
4.3 FINANCIAL CRITERIA .....	58
4.4 RECIPROCAL PREFERENCE .....	58
4.5 SELECTION PROCEDURES .....	59
<b>ATTACHMENTS.....</b>	<b>60</b>
ATTACHMENT A – CONTRACT MDVA-CHVH-08-01 .....	62
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT .....	72
ATTACHMENT C – CONTRACT AFFIDAVIT .....	79
ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION.....	80
ATTACHMENT D-1: CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT .....	83
ATTACHMENT D-2: MBE PARTICIPATION SCHEDULE.....	85
ATTACHMENT D-3: OUTREACH COMPLIANCE.....	87
ATTACHMENT D-4: SUBCONTRACTOR PROJECT PARTICIPATION .....	88
ATTACHMENT D-5: PRIME CONTRACTOR REPORT .....	89
ATTACHMENT D-6: SUBCONTRACTOR REPORT .....	90
ATTACHMENT E – PRICE SHEETS AND INSTRUCTIONS .....	91
ATTACHMENT F – VA OPERATING STANDARDS FOR ASSISTED LIVING/DOMICILIARY CARE .....	94
ATTACHMENT G – VA OPERATING STANDARDS FOR COMPREHENSIVE CARE.....	95
ATTACHMENT H – CHARLOTTE HALL VETERANS HOME ELIGIBILITY REQUIREMENTS FOR ADMISSION OF ASSISTED LIVING AND COMPREHENSIVE CARE RESIDENTS .....	96
ATTACHMENT I – RESIDENT’S BILL OF RIGHTS REGULATIONS.....	97
ATTACHMENT J – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS .....	98
ATTACHMENT K – LIVING WAGE AFFIDAVIT OF AGREEMENT.....	100
ATTACHMENT L – ELECTRONIC FUNDS TRANSFER.....	102
ATTACHMENT M – PRE-PROPOSAL CONFERENCE RESPONSE FORM .....	104
ATTACHMENT N – SAMPLE REPORTS.....	105
ATTACHMENT O – RESIDENT DATA BASE SAMPLE FORM .....	106
ATTACHMENT P – EXISTING HOME POLICIES.....	107
ATTACHMENT Q – INVENTORY OF STATE-OWNED EQUIPMENT.....	108
ATTACHMENT R – RECOMMENDED PERFORMANCE, BID AND PAYMENT BOND FORMATS .....	109
ATTACHMENT S – PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES.....	117
ATTACHMENT T – CHARLOTTE HALL VETERANS HOME FLOOR PLANS.....	118

# SECTION 1 - GENERAL INFORMATION

## 1.1 Summary Statement

The Maryland Department of Veterans Affairs (herein referred to as “the State”) requires a Contractor (herein referred to as the “Contractor”) to operate and manage the Charlotte Hall Veterans Home (herein referred to as “the Home”) located at 29449 Charlotte Hall Road, Charlotte Hall, St. Mary’s County, Maryland 20622. The objective of this solicitation is to obtain quality long term health care and management services for the Home in four broad categories of services. This procurement is intended to provide the Home with a highly skilled and responsible Contractor to conduct support operations for resident Veterans. Offerors should be aware that the State’s overriding concern will be for the welfare of the residents, and maintenance of the State’s investment in the Home and its equipment, and that the specifications will be strictly enforced.

Offerors shall submit proposals to provide services for the functions listed below. The State will award a single contract for the desired services; however, the prime Contractor may subcontract portions of the work as needed with prior approval from the State.

- Administration/Management/Human Resources/Resident Care, Information Technology (Section 2.7)
- Dietary Services, Housekeeping and Laundry (Section 2.8)
- Facility Maintenance, Plant Operations and Grounds (Section 2.9)
- Safety & Security (Section 2.10)
- Social Services and Counseling (Section 2.11)
- Transportation and Fleet Services (Section 2.12)
- Ancillary and Miscellaneous Services (Section 2.13)

## 1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **“Assisted Living Program”** means a residential or facility-based program that provides housing and supportive services, supervision, personalized assistance, health-related services, or a combination of these services to meet the needs of residents who are unable to perform, or who need assistance in performing, the activities of daily living or instrumental activities of daily living, in a way that promotes optimum dignity and independence for the residents. As defined by COMAR 10.07.14.02.
- b. **“Administrator”** means the Contractor employee who directs the day-to-day functions of the facility in accordance with current federal, state, and local standards, guidelines, and regulations that govern long-term care facilities to assure that the highest degree of quality care can be provided to CHVH residents at all times..
- c. **“BAFO”** means Best and Final Offer; a BAFO may be requested by the Procurement Officer in order to permit written revisions to an Offeror’s initial proposal.
- d. **“CBOC”** means Community Based Outpatient Clinic (US Veterans Administration)
- e. **“CNA”** means Certified Nursing Assistant.
- f. **“COMAR”** means Code of Maryland Regulations.

- g. **“Comprehensive Care Facility”** means a facility which admits patients suffering from disease or disabilities or advanced age, requiring medical service and nursing service rendered by or under the supervision of a registered nurse. (COMAR 10.07.02.01.06)
- h. **“Contract”** means the specific agreement entered into between the State of Maryland and the single selected Offeror to provide the services required in this RFP. A sample contract appears as Attachment A.
- i. **“Contract Manager”** means The Director of the Veterans Home Program, Maryland Department of Veterans Affairs. This term applies effective with the start date of the Contract.
- j. **“Contractor”** means the single selected Offeror for the services required in this RFP.
- k. **“Department Heads”** means the Director of Human Resources, Director of Admissions, Director of Marketing, Director of Nursing for Comprehensive Care, Assisted Living Delegating Nurse, Assisted Living Manager, Business Office Manager, Director of Information Technology, Director of Comprehensive Care Activities, Director of Assisted Living Activities, Director of Rehabilitation, Director of Housekeeping & Laundry, Director of Dietary Services, Director of Maintenance & Plant Operations, Director Safety and Security, Director of Social Services, and Transportation Supervisor/Appointment Coordinator.
- l. **“Due Diligence”** means attempts by Offerors to obtain information to determine the operational and fiscal status, condition, policies and procedures of the incumbent Contractor of the Home when preparing proposals in response to this RFP.
- m. **“Domiciliary Care”** means rehabilitative and long-term, health-maintenance care for veterans who require minimal medical care but who do not need the skilled nursing services provided in nursing homes as defined by the US Veterans Administration.
- n. **“DON”** means the Director of Nursing.
- o. **“The Facility”** means Charlotte Hall Veterans Home
- p. **“Fiscal Year”** means State of MD fiscal year—July 1<sup>st</sup> of one year through June 30<sup>th</sup> of the following year.
- q. **“GNA”** means Geriatric Nursing Assistant.
- r. **“The Home”** means Charlotte Hall Veterans Home.
- s. **“Key Personnel”** means Administrator, Assistant Administrator, Medical Director, Director of Nursing for Comprehensive Care, Assistant Director of Nursing for Comprehensive Care, Assisted Living Delegating Nurse, Assisted Living Manager, Director of Dietary Services, Director of Human Resources, Director of Safety and Security, Director of Maintenance and Director of Housekeeping and Laundry. See RFP Section 2.3.1 for additional details.
- t. **“Local Time”** means the time in the Eastern Time Zone as observed by the State.
- u. **“MBE”** means a Minority Business Enterprise that is certified as such by the Maryland Department of Transportation.
- v. **“MDVA”** means Maryland Department of Veterans Affairs.
- w. **“MOD”** means Manager on Duty.
- x. **“Nursing Home Facility”** means a long-term care facility licensed by the state that offers 24-hour room and board and health care services, including basic and skilled nursing care, rehabilitation, and a full range of other therapies, treatments, and programs. People who live in nursing homes are referred to as residents.
- y. **“Offeror”** means an entity which submits a proposal in response to this RFP.

- z. **“PPD”** means Patient care hours Per Day. The number of direct care hours provided to each resident by nursing staff.
- aa. **“Procurement Officer”** means the Director of the Veterans Home Program, Maryland Department of Veterans Affairs.
- bb. **“Proposal”** means the Offeror’s proposal for services in response to this RFP.
- cc. **“Qualified Offeror”** means an Offeror judged to be responsible and who submits a proposal deemed to be reasonably susceptible of being selected for award.
- dd. **“RFP”** - means this Request for Proposals.
- ee. **“The State”** means the state of Maryland.
- ff. **“Transfer Agreement”** means the agreement for the transfer of residents to/between local hospitals.
- gg. **“VA”** means the United States Department of Veterans Affairs.

### **1.3 Procurement Method**

This Contract will be awarded in accordance with the Competitive Sealed Proposals process described in COMAR 21.05.03.

### **1.4 Contract Type**

The Contract shall be an Indefinite Quantity Contract with fixed unit prices as defined in COMAR 21.06.03.06

### **1.5 Contract Price Adjustment Mechanism**

- 1.5.1 **CPI Annual Price Adjustment:** This section describes the mechanism to be used to make annual price adjustments. Price adjustments may be made to the contracted prices for services proposed in Appendix E on each anniversary date of the contract starting with the first. The sequence of actions to implement a price adjustment is as follows:
- At least ninety (90) calendar days prior to the contract or term expiration date, the State’s Contract Manager shall advise the Contractor of the allowable percentage adjustment to be applied for each service rate. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. The maximum renewal option period increase allowed shall be limited to 10% of the current prices annually (or subsequently adjusted prices beyond the first year).
  - Within fifteen (15) calendar days of the receipt of the State’s notice of adjustment, the Contractor shall submit a schedule of revised rates to the Contract Manager and all agencies with installed circuits. In the event the CPI for the measured period is negative, the contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the Contractor shall have the option of keeping existing prices or changing to any price up to the maximum allowable percentage increase.
  - The adjustment will be calculated as a percentage resulting from the change in the index for the most recent twelve months beginning four (4) months prior to the renewal month of the Contract. The lag time permits use of posted Bureau of Labor Statistics (BLS) data.
  - The revised rate schedule shall be used for billing effective the first day of the anniversary year for each subsequent year of the contract including renewal option periods.



### 1.5.2 Consumer Price Index Information:

- The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI—All Urban Consumers, not seasonally adjusted for:
  - Area: Washington-Baltimore, DC-MD-VA-WV
  - Item: All Items
  - Series ID: CUURA311SAO
  - November 1996 = 100
- The following example illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

- In the event that the BLS discontinues the use of the index described above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

### 1.5.3 Other Price Adjustment Criteria

- Requests for reimbursement for reduction of Medicare/Medicaid reimbursement rates, or requests for reimbursement for abnormally excessive increases may be allowed within 60 days of the date of submission of such a request. Such a request to add to the rates must be based upon an increase in expenses that exceed the Consumer Price Index change, or other significant changes in the long term care industry that have materially affected the Contractor's expenses and/or revenues. The 60 day period will not commence until the Contract Manager has received a request that contains all supporting justification and documentation required for the State to make a determination. No rate increase shall be put into effect unless a minimum of 45 days notice is given to the residents after approval by the State.

## 1.6 Contract Duration

It is the State's intention to obtain services, as specified in this RFP, from a Contract between the successful Offeror and the State. The Contract will be for a base period of about five years and two months commencing on or about May 1, 2009; to include a two month transition period between the incumbent and the new contractor, or for about five years commencing on or about July 1, 2009 should the incumbent propose and be successful. At the State's sole discretion, there is one additional, two-year option period commencing on July 1, 2014.

## 1.7 Pre-Proposal Conference

A Pre-Proposal Conference (not mandatory) and site visit which includes a facilities tour (mandatory) for all prospective Offerors is scheduled for will be held on December 4, 2008 beginning at 0930 in the

Multi-Purpose Room, D Wing Entrance, Charlotte Hall Veterans Home, 29449 Charlotte Hall Road, Charlotte Hall, Maryland 20622. Attendance at this site visit commencing at approximately 12:00 PM (unless the pre-proposal conference runs longer) is a prerequisite for consideration of an Offeror's proposal. Prospective Offerors are encouraged to submit written questions in advance to the Procurement Officer. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Proposal Conference. Additionally, questions, both oral and written, will be accepted from prospective Offerors during the Pre-Proposal Conference and will be answered at the conference or in a subsequent transmittal. All questions submitted, and the answers provided, if answered, will be communicated to all other offerors.

In order to allow the State to prepare for the Pre-Proposal Conference and Site Visit, prospective attendees are required to telephone, fax or email Dinah Sigmon at tel: 301-884-8171, x 400; fax: 301-884-8036; e-mail: Dsigmon@charhall.org no later than December 1, 2008 to provide notice of the anticipated number of individuals who will attend. Please use the form provided at Attachment M for notification purposes.

Any individual interested in attending the Pre-Proposal Conference who is in need of an accommodation due to his/her disability should contact the Procurement Officer a minimum of five working days prior to the conference to request the necessary accommodation.

## **1.8 Questions**

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As reasonably possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. As reasonably possible and appropriate, these questions will be answered at the Pre-Proposal Conference, or shortly thereafter.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Offerors who are known to have received a copy of the RFP.

Should a potential Offeror identify alleged ambiguities in the specifications or contract provisions included in this RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror must request clarification from the Procurement Officer at least five working days prior to the proposal due date. Failure to do so may prevent consideration of a future protest (See COMAR 21.10.02.03).

## **1.9 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DBM Procurement web page and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **1.10 Proposals Due (Closing) Date**

An original unbound and six bound copies each of the Technical Proposal (Volume I) and Financial Proposal (Volume II) must be received at the Issuing Office no later than 2:00PM (Local Time), January 12, 2009, in order to be considered. An electronic version of the Technical Proposal and the Financial Proposal must also be submitted on separate CDs/DVDs in MS Word (no earlier version than MS Word 2003) format. The CDs/DVDs are to be labeled and packaged with the original copy of the appropriate proposal.

Electronic, telegraphic, and/or facsimile proposals will not be considered; however, proposals may be modified by hard copy, provided such modification is received prior to the proposal closing time and date specified above, in accordance with COMAR 21.05.02.09.

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, January 12, 2009 at 2:00 PM (Local Time), will not be considered.

### **1.11 Procurement Officer and Contract Manager**

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Sharon Mattia  
Director, Veterans Home Program  
Maryland Department of Veterans Affairs  
Charlotte Hall Veterans Home  
29449 Charlotte Hall Road  
Charlotte Hall, Maryland 20622  
Office Phone: 301-884-8171, ext. 1402#  
Fax Phone: 301-884-8036  
e-mail: SMattia@charhall.org

Sharon Mattia will also be the State's Contract Manager.

MDVA may change the Procurement Officer and/or Contract Manager at any time by written notice.

### **1.12 Minority Business Enterprises**

The Minority Business Enterprise (MBE) subcontractor participation goal expressed as a percent of the total fees paid to the Contractor has been established as 20%.

The Contractor shall structure the award of subcontracts under the contracts in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority

owned and controlled. MBE requirements are specified in ATTACHMENT D of this RFP. Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's proposal.

Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of bids or receipt of initial proposals.

ATTACHMENTS D-1 and D-2 must be completed and submitted with each Offerors proposal. Failure to submit these completed attachments will eliminate an Offeror from further consideration. Failure to submit currently certified MDOT MBEs at a level to meet the committed goal reflected on the D-1 at the time of proposal submission will also eliminate an Offeror from further consideration.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, and P.O. BOX 8755, BWI AIRPORT, MARYLAND 21240-0755. The directory is also available at [http://www.mdot.state.md.us/MBE\\_Program/Index.html](http://www.mdot.state.md.us/MBE_Program/Index.html). Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site. MBE vendors are encouraged to obtain certification from the Office of Minority Business Enterprise. All questions related to certification should be directed to the Office of Minority Business Enterprise.

Maryland Department of Transportation (MDOT)  
Office of Minority Business Enterprise  
7201 Corporate Center Drive  
Hanover, Maryland 21076  
(410) 865-1269 or 1-800-544-6056  
TTY (410) 865-1342  
<http://www.marylandtransportation.com>

### **1.13 Multiple or Alternate Proposals**

Neither multiple nor alternate proposals will be accepted.

### **1.14 Cancellations, Acceptance, Minor Irregularities and Discussions**

The State reserves the right to cancel this RFP, 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 or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

### **1.15 Oral Presentation**

Offerors may be required to make oral presentations to State representatives in an effort to clarify information contained in their proposals. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

### **1.16 Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 180 days following the later of the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

### **1.17 Public Information Act Notice**

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed (see COMAR 21.05.08.01). **Information which is claimed to be confidential is to be identified *after* the Title Page and *before* the Table of Contents in the Technical Proposal and, if applicable, also in the Financial Proposal.**

### **1.18 Arrearages**

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

### **1.19 Bid/Proposal Affidavit**

A proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B, "Bid/Proposal Affidavit."

### **1.20 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C, "Contract Affidavit." This Affidavit shall be provided to the Procurement Officer within five business days of notification of proposed Contract award.

### **1.21 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal; exceptions to the required format, terms and conditions of Financial Proposal must also be clearly identified in the Executive Summary, without disclosing any pricing information.** A proposal that takes exception to these terms may be rejected.

### **1.22 Protests/Disputes**

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

### **1.23 eMarylandMarketplace**

eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MDVA web site, <http://www.mdva.state.md.us/>, and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-bid/proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM (<https://ebidmarketplace.com/>) In order to receive a contract award, a vendor must be registered on eMM. eMM registration is free and is made through the eMarylandMarketplace website cited above.

### **1.24 Incurred Expenses**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

### **1.25 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP.

### **1.26 Offeror Responsibilities**

The selected Offeror shall be responsible for rendering services as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under paragraph 1.12 above.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment D, "Minority Business Enterprise."

### **1.27 Verification of Registration and Tax Payment**

Before a corporation can do business in the State, it shall be registered and in good standing with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration and ensure that it is in good standing prior to the due date for receipt of proposals. An Offeror's failure to complete registration and be in good standing with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

### **1.28 False Statements**

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement Contract, a person may not willfully:
- Falsify, conceal, or suppress a material fact by any scheme or device;
  - Make a false or fraudulent statement or representation of a material fact; or
  - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### **1.29 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using Attachment L, "Vendor Electronic Funds (EFT) Registration Request Form." Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the form and shall include the business identification information as stated on the form and include the reason for the exemption. The form can be downloaded at:

[http://compnet.comp.state.md.us/General\\_Accounting\\_Division/Static\\_Files/gadx-10.pdf](http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf).

### **1.30 Living Wage**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment J, "Living Wage Requirements for Service Contracts"). If the Offeror fails to submit and complete the Living Wage Affidavit of Agreement (see Attachment K), the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area.

The contract resulting from this solicitation will be deemed to be a Tier 2 contract.

Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

### **1.31 Bid/Payment/Performance Bonds**

Each Offeror shall submit a Bid Bond (Attachment R) in the amount of \$100,000. The Bid Bond shall be submitted with the Offeror's technical proposal. Additionally, the successful Offeror must submit a

Performance Bond (Attachment R), or other suitable security as identified within COMAR 21.06.07, in the amount of \$2,000,000 and a Payment Bond (Attachment R) in the amount of \$100,000 for the duration of the contract. The cost of these bonds, or other suitable security, is to be included in the total prices proposed and will not be recoverable as a separate cost item. The Performance and Payment Bonds, or other suitable security, shall be delivered to the State by the successful Offeror within five working days after being notified of the proposed contract award.

### **1.32 Surety Bond Assistance Program**

Small businesses may qualify for assistance in obtaining bid, performance and payment bonds through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA directly issues bid, performance or payment bonds up to \$2 million. MSBDFA may also guarantee up to 90% of a surety's losses resulting from a contractor's breach of a bid, performance, or payment bond (up to a maximum of \$2 million). Bonds issued directly by the MSBDFA Surety Bond Program remain in effect for the term of the bond. To be eligible for MSBDFA bonding assistance, an applicant must (1) have its principal place of business in Maryland or be a Maryland resident; (2) be denied bonding by at least one surety in both the standard and specialty markets within 90 days of submitting a bond application to MSBDFA (3) employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually; (4) subcontract not more than 75% of the work; (5) have a reputation of good moral character and financial responsibility; (6) demonstrate that the contract will have a substantial economic impact; and (7) never have defaulted on any loan or financial assistance made or guaranteed by MSBDFA or the Maryland Department of Business and Economic Development. Applicants are encouraged to apply for MSBDFA assistance through their respective bonding agents.

MSBDFA also provides loans and loan guarantees to assist qualified businesses with working capital and equipment needs.

For more information on how to apply, you may contact:

Maryland Small Business Development Financing Authority  
c/o Meridian Management Group, Inc.  
826 East Baltimore Street Baltimore, Maryland 21202

Phone: (410) 333-4270 Fax: (410) 333-2552

Or visit their website at [www.mmgroup.com](http://www.mmgroup.com) for information, applications and a checklist of required documents and reports that must accompany the application.

### **1.33 Prompt Payment to Subcontractors**

The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined herein. Additional information is available on the GOMA website at [http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs\\_000.pdf](http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf).

See specific prompt payment contractual provisions in the RFP, Attachment A, Section 27.



### **1.34 Performance Guarantees and Liquidated Damages**

It is critical to the success of the State's operation of the Home that resident care and services be performed in a timely manner and that the Contractor operates in an extremely reliable manner. It would be impractical and extremely difficult to fix the actual damage sustained by the State in the event of delays or failures on scheduled work and provision of services to the Home and its residents served by this Contract. The State and the Contractor, therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a failure to perform to certain standards will be the amounts set forth in the Contractor's Technical Proposal in proposed performance guarantees; and the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty. The State, at its option for the amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. See Section 2.16, Attachment S and the Contractor's technical proposal for measurement parameters and requirements.

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## SECTION 2 – SCOPE OF WORK

### 2.1 General Information, Background and Physical Characteristics

**2.1.1** This RFP is intended to obtain a Contractor who will provide a broad range of long term care and assisted living services to the residents of Charlotte Hall Veterans Home. This procurement will result in a single Contractor who will be responsible for providing all administrative, management and support services necessary to run the Home efficiently and effectively. Offerors should be aware that the State's overriding concern will be for the welfare of the residents, maintenance of the State's investment in the Home and its equipment, and that the specifications will be strictly enforced.

**2.1.2** Services will be procured in seven functional groupings:

Administration/Management/Human Resources/Resident Care (RFP Section 2.7)

- Administration/Management/Human Resources (Section 2.7.1)
- Admissions/Marketing (Section 2.7.2)
- Nursing – Comprehensive Care/Assisted Living (Domiciliary Care) (Section 2.7.3)
- Finance/Procurement/Inventory (Section 2.7.4)
- Information Technology (Section 2.7.5)
- Medical Records/CPRS (Section 2.7.6)
- Activities/Recreation/Volunteer Services/ Religious Services (Section 2.7.7)
- Rehab/Physical Therapy/Occupational Therapy (Section 2.7.8)

Dietary Services, Housekeeping and Laundry (RFP Section 2.8)

- Dietary Services (Section 2.8.1)
- Housekeeping (Section 2.8.2)
- Laundry (Section 2.8.3)

Facility Maintenance, Plant Operations and Grounds (RFP Section 2.9)

- Facility Maintenance (Section 2.9.1)
- Plant Operations (Section 2.9.1)
- Grounds (Section 2.9.1)

Safety and Security (RFP Section 2.10)

Social Services and Sobriety Counseling (RFP Section 2.11)

- Social Services
- Sobriety Counseling

Transportation, Fleet Services, Appointments & Scheduling (RFP Section 2.12)

Ancillary and Miscellaneous Services (RFP Section 2.13)

**2.1.3** Charlotte Hall Veterans Home opened in 1985. It is situated on 126 acres, just off of Route 5, South of Hughesville in St. Mary's County, Maryland. It is located on the site of the former Charlotte

Hall Military Academy which was in operation from 1774 until 1976. The facility is owned by the State of Maryland and was constructed with both federal (Veterans Administration) and State funds. The facility is now licensed for 184 Assisted Living Beds and 278 Comprehensive Care Beds, for a total of 462 beds. Twenty-six of the Home's 278 Comprehensive beds are located on a portion of the third floor of (A-Wing). Sixteen Assisted Living beds are located on the third floor of (A-Wing).

**2.1.4** The census of the Home as of November 16, 2008 is 142 Assisted Living, and 244 Comprehensive Care residents and 14 eligible non-veteran spouses. Non-veteran spouses may reside at the Home as long as their spouse is eligible and must be at their own expense and at no cost to the state.

**2.1.5** The Home is now operating with Patient Admission and Transfer Agreements in effect with the following hospitals. County 911 ambulance service is provided to St. Mary's Hospital only.

St. Mary's Hospital	Leonardtown, Maryland 20650 (16 Miles)
Civista Hospital	La Plata, Maryland 20646 (13 Miles)
Calvert Memorial Hospital	Prince Frederick, Maryland 20678 (18 Miles)

In addition, the U.S. Department of Veterans Affairs has a Community Based Outreach Clinic (CBOC) located on the grounds of the Home. The Contractor may utilize the services provided by the CBOC to the fullest extent permitted by the VA for resident services.

**2.1.6** The facility contains 324,519 square feet, including a 45,850 square foot core service area which houses administrative offices, the kitchen and other support functions. In addition to the main facility housing the Residents, there are five (5) other buildings on the grounds which the Contractor will be responsible for maintaining (see Section 2.9). There are three residential wings, three floors each, in the main building (A, B & C Wing), with each wing containing 126 beds, 42 beds on each floor (with the exception of 2A which is now a Professional Services Floor). The main Assisted Living wing (D & E Wing) contains a resident wing with 126 beds, and an administrative wing with office areas, meeting and activity rooms, and a second kitchen and dining room. Both single and double rooms are available in each wing as follows:

Comprehensive Care

		<u>Beds</u>	<u>Rooms</u>
B, C Wings:	Singles/floor	42	42
(Three Floors/wing)	Doubles/floor	84	42
Total/Wing		126	84
A Wing:	Singles/floor	6	6
(1 Floor)	Double/floor	20	10
Total Comprehensive Care		278	184

Assisted Living

D Wing:	Singles	94	94
(Three Floors Each)	Doubles	32	16
Total D Wing		126	110
A Wing:	Singles	22	22
	Doubles	36	18
Total Assisted Living		184	150
Total for all four wings:		<u>462</u>	<u>334</u>

**2.1.7** Because of the U.S. Department of Veterans Affairs' participation in both construction funding and daily operating costs, the Home is required to comply with VA operating standards for both Assisted

Living/Domiciliary Care and Comprehensive/Nursing Home Care (Attachments F and G). The Home must also meet all State standards in COMAR 10.07.02 for the Comprehensive Care part of the facility and COMAR 10.07.14 for the Assisted Living part of the facility, and all Medicaid and Medicare standards which can be found at [www.medicare.gov/nursing/AboutInspections.asp](http://www.medicare.gov/nursing/AboutInspections.asp)

**2.1.8** The facility is a total electric facility with limited emergency electric power provided by three 750 KVA generators.

**2.1.9** The water supply is provided by two wells and a 230,000 gallon water tower located on the CHVH grounds. The sewage is processed by a sewage treatment plant, also located on the grounds, which is operated by Maryland Environmental Service, the cost of which is paid by the State.

**2.1.10** The Home consists of the following areas and buildings:

Area	Approximate Square Footage
<i>Core Area</i>	
Administrative Area	4,496
Multi-Purpose Room	3,865
Dining Room	5,303
Kitchen	6,100
Food Service Office	419
Physical Therapy	1,025
Activities	1,219
Library	420
Dental Suite	1,590
Barber/Beauty Shop	273
Laundry Area	1,930
Canteen	260
Public Restrooms	605
Employee Lounge, Locker Rooms	1,360
Mechanical Room (Boiler, Electric, Telephone Area, Elevator Mach.)	2,780
Body Holding	95
Janitor Room, Basement	70
Activities Room	2,000
Resident Visiting Room	1,260
Elevators, Main Lobby	<u>10,780</u>
Total Core Area	45,850
A Wing (Completed in 1984)	57,375
B Wing (Completed in 1984)	57,375
C Wing including basement (Completed in 1993)	59,800
D Wing including basement (Completed in 2003)	60,806
E Wing*	13,161
*Approximately 1,800 square feet is occupied by the State Staff.	
Maintenance Building /CBOC Built 1960's	14,923
Dent Chapel (Historic Building Built 1883)**	5,740
White House (Historic Building – Built 1803)**	2,499
Guest House Built 1950's	4,590
Equipment Storage Building	2,400

Ye/Coole Springs (Historic Property 1700's)  
Total Gross Square Feet

N/A  
324,519

\*\*State approval is required for any work on a Historic Building.

Note: See Attachment T for facility floor plans.

## **2.2 General Contract Requirements**

- 2.2.1** Inherent in providing these services, the Contractor shall provide the supervision and management effort necessary for administration and control of work performed under the Scope of Work of the Contract. The Contractor shall ensure resources are dedicated to satisfy the requirements of the specified services. The Contractor and its subs must develop and adhere to a Recycling Program for paper, aluminum and plastic.
- 2.2.2** The Specifications contained herein are intended to be the minimum requirements necessary to meet the terms of the Contract. Nothing contained within the Specifications is intended to limit the Contractor from providing those services or materials that are required by Federal, VA, State or local regulations, and/or are consistent with accepted practices in the Long Term Healthcare and Assisted Living Industries. The Contractor shall manage Charlotte Hall Veterans Home in compliance with all applicable laws, rules, regulations, standards, and policies of the Federal, State and local governments, and any other entity that has jurisdiction. State requirements can be found in COMAR 10.07.02 for the Comprehensive Care part of the CHVH operation and COMAR 10.07.14 for the Assisted Living part of the operation. Medicaid and Medicare standards can be found at [www.medicare.gov/nursing/AboutInspections.asp](http://www.medicare.gov/nursing/AboutInspections.asp).
- 2.2.3** In the event the specifications contained here in vary from those of any regulatory entity, the Contractor shall be liable for all Federal, State and local taxes and shall comply with all local laws, ordinances and regulations, and shall obtain and pay for any necessary permits and licenses. The contract amount includes all applicable Federal, VA, State and local taxes and duties.
- 2.2.4** The Contractor may not employ residents as employees, except as part of a State Department of Labor, Licensing and Regulation (DLLR) approved Incentive Therapy Program.
- 2.2.5** The Contractor shall ensure that it maintains good relations with the many veteran organizations that provide support to the Home.
- 2.2.6** The Contractor may not solicit donations of any type for the Home, and may not receive any cash donations to the Home, but may receive other donations in the form of property. All solicitations for donations must be performed by the State Staff.
- 2.2.7** The State maintains contracts with vending companies to service the Home's vending machines, and shall receive all vending receipts produced by the Home.
- 2.2.8** The Contractor may not trade as "Charlotte Hall Veterans Home"; however, the Contractor shall include the Home name in their business address as follows:

Contractor's Name  
Charlotte Hall Veterans Home  
29449 Charlotte Hall Road  
Charlotte Hall. MD 20622

- 2.2.9** Billing statements to residents must be clear and understandable, and must itemize and identify the services and commodities for which the resident or responsible party is being charged.

- 2.2.10** Assisted Living and Comprehensive Care Programs shall be treated as two separate and distinct programs, and as a normal policy, the resources for each program will not be commingled.
- 2.2.11** For procurement of any commodity or service for which the State will provide any degree of funding, the Department reserves the right to require the Contractor to competitively solicit the services of subcontractors and the procurement of services or commodities by obtaining a minimum of two bids. Where the Contractor has an equity interest in a proposed subcontractor or vendor, it must obtain competing bids. Further, the Department may require the Contractor to include specific entities among those the Contractor intends to solicit, i.e. other State units, Maryland Correctional Enterprises, etc. The Contractor will be responsible for inspecting, examining, counting, and/or otherwise verifying that all services rendered and goods delivered to the Home, fully correspond to the description, quality, quantity and other details as required by the Contract Manager. Contractor's invoices and requests for reimbursement from the State must contain an itemized, detailed, and exact description of the services and/or goods provided, and the date(s) provided.
- 2.2.12** Upon expiration or termination of the contract, all electronic data, reports and all other documents developed by the Contractor under this contract are required to be delivered to the State of Maryland at no additional cost to the State. Additionally, all of the above in paper form may be required.
- 2.2.13** Final payment at the termination of the contract period shall not be made by the State until Certification from the State Comptroller is received by the Contract Manager that all taxes have been paid, all required reports and data have been received by the State, and all other obligations to the State met. The State may also withhold final payment if the Contractor has failed to pay debts owed to its creditors, and until all debts have been paid.
- 2.2.14** The Contractor winning award of this Contract must cooperate fully with due diligence efforts by Offerors in any future solicitations for contracts with the Home. This cooperation will include, but not be limited to: allowing review of all records pertaining to the Home customarily not proprietary in nature, providing reasonable access to the facility, reasonable interviews with employees, giving permission to vendors and subcontractors to speak about their relationship with the Contractor, and any other information or action that would be reasonable in conducting due diligence.
- 2.2.15** When the Contractor selected through this solicitation is succeeded by another contractor, the Contractor will cooperate fully in the transition with the succeeding party. This cooperation will include, but not be limited to: allowing review of all records pertaining to the Home customarily not proprietary in nature, providing access to the facility, interviews with employees, vendors and subcontractors, and any other information or action that the succeeding contractor would reasonably need in order to assume its role as contractor.
- 2.2.16** The Contractor shall provide continuing education for all staff, which should include leadership and management training for all department heads. The Contractor shall provide the Contract Manager with a quarterly schedule of training that will be offered to employees.
- 2.2.17** The Contractor shall ensure that employees of the following departments wear uniforms, which shall be distinctive in either color or labeling: Nursing, Activities, Facility Maintenance, Security, Dietary Services, Housekeeping, Laundry and Transportation/Fleet Services.

- 2.2.18** The Contractor shall ensure that employees wear clearly displayed identification badges that allow the viewer to easily identify the employee's name and department. Residents must wear an identification badge, when they are present in the Home. The Contractor shall also make a reasonable effort to ensure CHVH residents wear the identification badges when under the supervision of the Contractor off-site.
- 2.2.19** Provide at the option of the employee annual influenza immunizations for all Contractor (to include subcontractors) and five (5) State employees (The State may be billed for the cost of immunizations for State employees.) Maintain employee immunization records. The Contractor shall offer Hepatitis B vaccinations to all on-site employees to include subcontractors and provide the vaccinations as requested. All Contractor and subcontractor on-site personnel must also have received a Tuberculosis Skin Test (TST) and tested negative for Tuberculosis prior to their first day of work. The Contractor shall meet all requirements of COMAR 10.07.02.21 (Infection Control).
- 2.2.20** Provide drug screening and background checks for all employees. Prior to reporting for their first day of work at the Home all Contractor's and sub-contractor's employees must receive and pass a drug screening and background check. Applicants testing positive for controlled substances may not be employed for any department, unless competent medical authority determines the positive test is for legally prescribed drugs. Applicants with background checks that disclose a current indictment or past conviction for offenses of violence, theft, abuse, or controlled substances may not be employed for any department without permission in writing from the Contract Manager.
- 2.2.21** Negotiate with employee union(s) as required if as a result of an election employees elect to obtain union representation. The State must be kept informed of the status of union issues, but will not become directly involved, and will not become a party to any union contract.
- 2.2.22** Ensure operation and coverage in the event of a labor dispute or strike.
- 2.2.23** Respond to complaints within one work day, and notify the Contract Manager of all complaints, and again when finally resolved. Provide a monthly report to the Contract Manager no later than the fifth working day of the following month, containing the status of any pending complaints yet to be resolved. Investigate and provide detailed information on complaint issues to the Contract Manager as directed.
- 2.2.24** The Contractor shall have a process to communicate with and keep the Contract Manager informed of issues weekly concerning Home operations. Weekly staff meetings may be used to meet this requirement.
- 2.2.25** Immediately upon commencement of the Contract, the Contractor shall initiate a review of all Home policies and submit recommended changes in writing to the Contract Manager no later than September 1, 2009 for review and approval. The Contract Manager shall receive all Home policies and any changes to those policies for the duration of the contract. Additionally, the Contract Manager may recommend and direct changes to the Home policies as long as the changes are within scope. Existing Home policies can be reviewed in Attachment P.
- 2.2.26** Notify the Contract Manager or designee of all significant incidents/events in the Home (injuries, abuse, suspected abuse of a resident, thefts, assaults, any unexpected or unexplained injury or death, or any immediate threat to the health and safety of a resident or employee, presence of law enforcement officers, etc.) within two hours of the incident. Initial notification must be verbal followed by a written report submitted within 24 hours after the occurrence of the event.

- 2.2.27** Conduct scheduled staff meetings attended by the Administrator, Director of Nursing, department heads (as defined in the RFP Section 1.2k), and other employees at the discretion of the Contractor at least weekly. The Contract Manager or his/her designee will also attend. The time and frequency of meetings will be approved by the Contractor and the Contract Manager.
- 2.2.28** Provide the State and its respective authorized representatives unlimited access to the physical plant and all medical records, administrative and financial data, all employee files, resident files and any other information deemed necessary in order to audit financial records, verify services, verify the quality of care delivered, resolve complaints, respond to inquiries and otherwise perform required duties of the State.

## **2.3 Personnel and Staffing**

- 2.3.1** Key Personnel and Department Heads—The Contractor shall provide and fill the following positions with personnel meeting the qualifications described below:

### **Administrator**

The primary purpose the Administrator is to direct the day-to-day functions of the facility in accordance with current federal, state, and local standards, guidelines, and regulations that govern long-term care facilities to assure that the highest degree of quality care can be provided to CHVH residents at all times. Must meet State licensure requirements.

#### **Educational Requirements**

A Bachelor's Degree is necessary. A degree in Public Health Administration or Business Administration, or a health related degree is preferred but not required.

#### **Experience**

Must have, as a minimum, 5 years experience in a supervisory capacity in a hospital or long term care facility and must possess a current, unencumbered State of Maryland Nursing Home Administrator's license or meet the licensure requirements of this State. The Administrator must also have at least five years experience in managing homes of at least 150 beds.

### **Assistant Administrator**

The Assistant Administrator assists in directing the day-to-day functions of the facility in accordance with current federal, state, and local standards, guidelines, and regulations that govern long-term care facility, and as may be directed by the Administrator, to assure that the highest degree of quality care is maintained at all times.

#### **Educational Requirements**

A Bachelor's Degree is necessary. A degree in Public Health Administration or Business Administration, or a health related degree is preferred but not required.

#### **Experience**

Must have, as a minimum, 2 years experience in a supervisory capacity in a hospital or long term care facility and possess a current, unencumbered State of Maryland Nursing Home Administrator's license or meet the licensure requirements of this State. The Assistant Administrator must also have at least two years experience in managing homes of at least 150 beds.

### **Director of Marketing (Department Head)**

Provide promotional services, coordinating and channeling information among staff, organizations, residents and other groups and representatives. Gather statistical information concerning the facility and compile information into meaningful formats suitable for distribution to the public. Prepares material and utilizes various media to promote services.

#### **Education Requirements**



Bachelor's degree from an accredited college or university with major course work in a related field, preferred but not required.

**Experience**

Must have, as a minimum, two years of marketing, marketing research, and promotion of similar health care facility.

**Director of Admissions (Department Head)**

Admit patients to facility by maintaining admitting guidelines; marketing programs; obtain applicant information; screen applicants; complete admissions process; resolve patient dissatisfactions. Obtain applicant information by requesting completed applications and medical information; verify and clarify information; interview patients and family members; explain admission criteria.

**Education Requirements**

Must possess, as a minimum, a high school diploma, (AA Degree in Business Administration preferred but not necessary.)

**Experience**

Must have, as a minimum, two years experience in an administrative supervisory capacity.

Must have knowledge of admission procedures, insurance procedures, contracts, and all aspects of business transactions.

**Director of Information Technology (Department Head)**

Directs, plans and coordinates information systems and telecommunications services. Manages the day to day operation of the systems network and technical services; maintains security and supporting and optimizing all network software and hardware.

**Education Requirements**

Bachelor's degree from an accredited college or university with major course work in computer science, business administration, or a related field.

**Experience**

Must have, as a minimum, two years of job-related experience with demonstrated competence.

**Business Office Manager (Department Head)**

Direct the overall administration activities in accordance with current applicable federal, state and local standards, guidelines and regulations, and as directed by the Administrator, to assure that proper administrative procedures are maintained at all times.

**Education Requirements**

Must possess, as a minimum, a high school diploma (AA Degree in Business Administration preferred but not necessary.)

**Experience**

Must have, as a minimum, two years experience in an administrative supervisory capacity. Must have knowledge of insurance procedures, contracts, etc., covering business transactions. Must have knowledge of office machines and equipment.

**Medical Director**

Implement the resident care policies of the facility and coordinate the medical care provided at CHVH. Must meet State licensure requirements.

**Education Requirements**

A Doctor of Medicine (M.D) or Osteopathy Degree (O.D) from an accredited U.S. college of medicine is necessary.

**Experience**

Must be knowledgeable of clinical geriatrics and long-term care medical practices. Must be knowledgeable of the rules and regulations governing medical and nursing care in long-term care facilities.

### **Director of Comprehensive Care Activities (Department Head)**

Plan, organize, develop, and direct the overall operations of the Activity Dept in accordance with current federal, State, and local standards, guidelines, and regulations, established policies and procedures, and as may be directed by the Administrator, to assure that an on-going program of activities is designed to meet, in accordance with the comprehensive assessment, the interests and the physical, mental and psychosocial well being of each resident.

#### **Education Requirements**

Must possess, as a minimum, a high school diploma or equivalent and must be Activity Director Certified, (ADC).

#### **Experience**

Must be a qualified therapeutic recreation specialist or an activities professional who is licensed by the State and is eligible for certification as a recreation specialist or as an activities professional: or must have, as a minimum, two years experience in a social or recreation program within the last five years, one of which was full time in a patient activities program in a health care setting; or must be qualified occupational therapist or occupational therapy assistant; or must have completed a training course approved by this state.

### **Director of Nursing for Comprehensive Care (Department Head)**

Plan, organize, develop, and direct the overall operations of the Nursing Service Department in accordance with current federal, state and local standards, guidelines, and regulations governing the facility, and as may be directed by the Administrator and the Medical Director, to ensure that the highest degree of quality care is maintained at all times. Responsible for supervision and direction of Comprehensive Care nursing staff. Must have NADONA/LTC certification (National Association of Directors of Nursing Administration in Long Term Care/LTC) or certification by other similar certifying body subject to the approval of the Contract Manager.

#### **Education Requirements**

Must possess, as a minimum, a Nursing Degree from a accredited college or university

#### **Experience**

Must have, as a minimum, five years experience as a supervisor in a hospital, long-term care facility or other health care facility. Must have, as a minimum, six months training in rehabilitative and restorative nursing practices.

### **Assistant Director of Nursing for Comprehensive Care (Department Head)**

Assist the Director of Nursing Services in planning, organizing, developing, and directing the day-to-day functions of the Nursing Service Department in accordance with current federal, state and local standards, guidelines, and regulations governing the facility, and as may be directed by the Administrator and the Medical Director, and /or the Director of Nursing Services to ensure that the highest degree of quality care is maintained at all times. Responsible for supervision and direction of Comprehensive Care nursing staff. Must be eligible to be NADONA (or equivalent) certified.

#### **Education Requirements**

Must possess, as a minimum, a Nursing Degree from a accredited college or university

#### **Experience**

Must have, as a minimum, three years experience as a supervisor in a hospital, long-term care facility or other health care facility. Must have, as a minimum, six months training in rehabilitative and restorative nursing practices.

### **Assisted Living Delegating Nurse (Department Head)**

Perform the individualized assessment of the resident and situational circumstances. Ascertain the competence of the staff before delegating any task and provides ongoing supervision, monitoring,

education and discipline of staff and residents. Teach the medication administration training program in accordance with current federal, state and local standards, guidelines, and regulations that govern Assisted Living facilities. Communicate with the Assisted Living Manager, Administrator and the Medical Director to ensure that the highest degree of quality care is maintained at all times. Supervise, monitor, evaluate and follow-up with the nursing staff as needed to ensure compliance with directives and operating procedures for the Home.

**Education Requirements**

Must possess, at a minimum, a Registered Nurse degree from an accredited college or university with a current Maryland license and completion of the 16 hour Maryland Board of Nursing training program.

**Experience**

Must have, as a minimum, 2 years experience as a supervisor, in a hospital, long-term care facility or other health care facility.

**Assisted Living Manager (Department Head)**

Direct the day-to-day operations of the facility in accordance with current federal, state, and local standards, guidelines and regulations that govern Assisted Living facilities, and as may be directed by the Administrator to ensure that the highest degree of quality care is maintained at all times.

**Education Requirements**

A Bachelor's Degree from an accredited college or university in one of the following fields, Public Health Administration, Business Administration, Nursing, Social Work or a health related field but not required.

**Experience**

Must have, as a minimum, three years experience as a supervisor, in a hospital, long-term care facility or other health care facility.

**Director of Assisted Living Activities (Department Head)**

Plan, organize, develop, and direct the overall operations of the Activity Dept in accordance with current federal, State, and local standards, guidelines, and regulations, our established policies and procedures, and as may be directed by the Administrator, to assure that an on-going program of activities is designed to meet, in accordance with the comprehensive assessment, the interests and the physical, mental and psychosocial well being of each resident.

**Education Requirements**

Must possess, as a minimum, a high school diploma or equivalent.

**Experience**

Must be qualified therapeutic recreation specialist or an activities professional who is licensed by this state and is eligible for certification as a recreation specialist or as a activities professional: or

Must have, as a minimum, two years experience in a social or recreation program within the last five years, one of which was full time in a patient activities program in a health care setting: or

Must be qualified occupational therapist or occupational therapy assistant: or must have completed a training course approved by this state.

**Director of Human Resources (Department Head)**

Direct the personnel department in accordance with current federal, state, and local standards, guidelines, and regulations that govern long-term care facility, and as directed by the Administrator, to assure that quality personnel are interviewed, trained and employed.

**Educational Requirements**

AA Degree in Business Administration preferred but not required.

**Experience**

Must have, as a minimum, five years experience in Personnel Administration. Must possess a thorough knowledge of the laws, regulations, and guidelines concerning personnel administration in the long-term care facility.

**Director of Maintenance & Plant Operations (Department Head)**

Plan, organize, develop, and direct the overall operation of the Maintenance Department in accordance with current federal, state and local standards, guidelines, and regulations governing the facility, and as may be directed by the Administrator, to ensure that the facility is maintained in a safe and comfortable manner.

**Education Requirements**

Must possess, as a minimum, a high school diploma or its equivalent.

**Experience**

Must have, as a minimum, five years experience in a supervisor capacity, in a maintenance/plant related position. Must be knowledgeable of boilers, compressors, generators, etc., as well as various mechanical, electrical and plumbing systems. Must have the ability to read and interpret blueprints. Must be knowledgeable in building codes and safety regulations.

**Director of Rehabilitation (Department Head)**

Direct, plan and coordinate the functions of rehab services offered. Supervise the resident's progress, functional abilities and other relevant issues. Instruct staff, and effectively apply the federal and state regulations and guidelines governing the care and treatment of individuals with disabilities, including basic rights and confidentiality.

**Education Requirements**

Associate degree from an accredited college or university with major course work in psychology, education, counseling, or a related field.

**Experience**

Must have, as a minimum, three years of job-related experience with demonstrated competence.

**Director of Dietary Services (Department Head)**

Plan, organize, develop and direct the overall operation of the dietary Department in accordance with current federal, state, and local standards, guidelines and regulations governing the facility, and as may be directed by the Administrator, to assure that quality nutritional services are provided on a daily basis and that the dietary department is maintained in a clean, safe and sanitary manner. Coordinate the dietary program with the Contractor Dietician.

**Education Requirements**

Must possess, as a minimum, a high school diploma. Be a graduate of an accredited program in dietetic training approved by the American Dietetic Association.

**Experience**

Must have, as a minimum, five years experience in a supervisory capacity in a hospital or skilled nursing care facility or other related medical history. Must have training in cost control, food management, diet therapy, etc.

**Director of Housekeeping & Laundry (Department Head)**

Plan, organize, develop, and direct the overall operation of the Housekeeping and Laundry Department in accordance with current federal, state and local standards, guidelines, and regulations governing the facility and as may be directed by the Administrator to assure that the facility is maintained in a clean, safe, and comfortable manner.

**Education Requirements**

Must possess, as a minimum, a high school diploma or its equivalent.

**Experience**

Must have, as a minimum, three years experience in a supervisory capacity in a hospital or other related medical facility. Training in environmental control practices and procedures preferred, but not required.

**Director of Social Services (Department Head)**

Plan, organize, develop, and direct the overall operations of the Social Services Department in accordance with current federal, State, an local standards, guidelines, and regulations, our established policies and

procedures, and as may be directed by the Administrator, to assure that the medically related emotional and social needs of the resident are met/maintained on an individual basis.

**Education Requirements**

Must possess as a minimum, a Bachelors Degree from an approved school of Social Work.

**Experience**

Must have, as a minimum, 2 years experience in supervisory capacity in a hospital, skilled nursing care facility, or other medical facility.

**Director of Safety and Security (Department Head)**

Plan, organize, develop, and direct security programs and overall operations of security in accordance with current federal, state and local standards, guidelines and regulations, and as may be directed by the Administrator, to assure that resident, employee and visitor safety can be maintained through appropriate security measures. Responsible for the review and storage of security logs. Investigates reports of threats, theft, trespassing and violence. Responsible for the initiation, tracking and recording of incident reports in the area of security and provide corrective action plans to correct deficiencies or procedure changes. Provide reports to State Contract Manager

Responsible for conducting site fire and evacuation drills in accordance with current federal, state and local standards, guidelines and regulations and as may be directed by the Administrator. Provide reports of drill performance and outcomes to the State Contract Manager.

Responsible for emergency preparedness as identified in the Maryland Emergency Management Agency (MEMA) guidelines and the Charlotte Hall Veterans Home Emergency Management Procedures. Coordinates and supports operations during emergencies and disasters

**Educational Requirements**

Must possess, as a minimum, a high school diploma or its equivalent. Courses in security and law enforcement preferred.

**Experience**

Must have, as a minimum, three years security experience. Must have training in security procedures. Minimum of one year of local, state, federal or military law enforcement and/or emergency management preferred.

This position shall be staffed by an employee of the prime Contractor, and not delegated to a Subcontractor.

**Transportation Supervisor (Department Head)**

Direct the overall administration activities in accordance with current applicable federal, state and local standards, guidelines and regulations, and as directed by the Administrator, to assure that proper administrative procedures are maintained at all times. Responsible for the day to day transportation operations, including routine scheduling, driver assignments, and record keeping.

**Education Requirements**

Must possess, as a minimum, a high school diploma, or equivalent.

**Experience**

Must have, as a minimum, two years experience in an administrative supervisory capacity. Must have knowledge of insurance procedures, contracts, and all aspects of business transactions.

**2.3.2 Other Staffing Requirements**

### **Manager on Duty**

The primary purpose of the Manager on Duty is to direct the functions of the facility, on weekends and holidays, in accordance with current federal, state, and local standards, guidelines, and regulations that govern long-term care facility, and as may be directed by the Administrator, to assure that the highest degree of quality care is maintained at all times.

### **Educational Requirements**

AA Degree in Business Administration or Health Administration preferred but not required

### **Experience**

Must have, as a minimum, three years experience in a supervisory capacity in a hospital or long term care facility. Must possess a working knowledge of long-term care operational standards set forth in the Federal Register, Requirements of Participation.

- 2.3.3** The Contractor shall compile, maintain and fill a complete list of all positions to be provided by the Contractor, based upon a census of 386 residents as of November 16, 2008. Staffing shall be adjusted over the life of the contract to accommodate changes in the resident census. The list must include, at a minimum, the following information: a) Position title, b) Description/duties, c) Qualifications, and d) Wage/Salary to be paid. The list shall be provided to the Contract Manager for review and approval no later than 15 calendar days after receiving a notice to proceed and shall be updated as changes occur, again with Contract Manager approval within 5 business day of the change.
- 2.3.4** The Contractor shall provide sufficient qualified personnel to satisfy requirements of all Federal, VA, State and local regulations, and the scope of work contained within the RFP. Filling key personnel and department head positions are essential for successful Contractor performance. Key personnel and department heads will not be reassigned to another task without the written concurrence of the Contract Manager. If any key personnel or department heads leave the employment of the Contractor, or are approved for reassignment by the Contract Manager, the replacement must have similar qualifications and be approved by the Contract Manager. The Contractor shall make every effort to fill these positions within 15 days of the vacancy.
- 2.3.5** RFP Sections 2.7 through 2.13 contain staffing charts for the seven functional areas of service. The charts represent a guide based on the State's experience but does not represent the staffing requirement. The Contractor must provide the staffing listed in its proposal and as subsequently approved by the Contract Manager during the contract performance period.
- 2.3.6** Vacant Positions. Because the level of service is largely dependent upon qualified and capable staff at the levels proposed by the Contractor, the prorated salaries (not including fringe benefits) of any position vacant more than 45 days will be deducted from the Contractors monthly payment. Exceptions can be approved by the Contract Manager based on circumstances which do not allow a position to be filled before the 45 day allowable period.
- 2.3.7** Replacement Policy for Key Personnel and Department Heads
- 2.3.7.1** Individuals proposed and accepted as Contractor personnel are expected to remain dedicated to the Contract throughout the performance period unless circumstances described in Section 2.3.7.3, below, occur. Substitutions will be allowed only when the Contract Manager specifically agrees to the substitution in writing or due to a circumstance beyond the control of the Contractor. All proposed substitutes of personnel must have qualifications at least equal to that described in the RFP Sections 2.3.1. The burden of illustrating this comparison shall be the Contractor's responsibility. If one or more of the key personnel are unavailable for work for a continuous period exceeding 15 calendar days, the Contractor shall immediately notify the Contract Manager and propose to replace vacant positions with personnel of equal or better qualifications than the

requirements in this RFP within 15 calendar days of notification to the Contract Manager. All substitutions shall be made in accordance with this provision.

2.3.7.2 During the performance period of the contract, substitutions of personnel will be permitted as necessitated by an individual's resignation, termination, sudden illness, death, or as otherwise approved by the Contrast Manager. In any of these events, the Contractor shall promptly notify the Contract Manager and provide the information required herein. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the Contract Manager, with the information required herein. The Contract Manager must agree to the substitution in writing before such substitution shall become effective.

2.3.7.3 All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute and any other information requested by the Contract Manager to make a determination as to the appropriateness of the proposed substitution.

2.3.7.4 Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes

**2.3.8 Staffing Reports:** The Contractor shall provide a monthly staffing report to the Contract Manager no later than the fifth working day of the following month. At a minimum the report will contain the following information.

- Listing, by department and shift, of all positions required, based upon the Contractor's proposal or subsequently approved by the Contract Manager, commensurate with the current census.
- The name of the person filling each position
- The current hourly wage or salary for each person (exclusive of fringe benefits).
- Indication of full time or part time for each position.
- The total number of paid hours worked by the person in the month reported.
- Vacant positions: Report the date any position became vacant. For those positions previously reported as vacant, report the date the position was filled.

## **2.4 Program Management**

**2.4.1** The Contractor shall provide the program planning, direction, coordination, and control necessary to accomplish all requirements contained in this solicitation. The Contractor shall be responsible for the performance of all subcontractors.

**2,4,2** The Contractor's Administrator will be the single point of contact with the State's Contract Manager for matters dealing with contract management, administration and performance.

## **2.5 State Responsibilities**

**2.5.1** The State shall be responsible for providing the following:

2.5.1.1 Maintain a State Staff at the Home to act as a liaison and to act as a Contract Manager as required by the VA and to fulfill the obligations of the State.

- 2.5.1.2 Establish eligibility requirements for residency in the Home and assist the Contractor in public relations and soliciting applicants with the goal of achieving and maintaining higher occupancy.
  - 2.5.1.3 The State is responsible for facility improvement, enhancement, purchase, replace or repair of equipment and furniture over a \$2,500 unit price as long as the expenditure is not due to the Contractor or subcontractor's abuse or neglect. Additionally, the State will replace beds and mattresses, regardless of unit price, as long as the replacement is not from abuse or neglect. The Contract Manager is the final authority to determine what constitutes abuse or neglect. All equipment and furniture purchased shall remain the property of the State with the exception of computers – the Contractor shall provide their own computer systems. As an alternative, the Contractor may use leased equipment or employ existing Contractor-owned equipment whose title would remain with the Contractor. Any Contractor-owned or leased equipment needs to be identified and the start of the contract and throughout its duration. A list of all items shall be provided to the Contract Manager.
  - 2.5.1.4 The State shall provide office/working space for the Contractor and all their employees. The Contract Manager must approve any office or employee relocation throughout the facility and grounds. The Contractor may not commandeer rooms or space without the Contract Manager's prior approval.
  - 2.5.1.5 The State will interview all potential assisted living residents. The State will assume the Contractor has completed all admission paperwork and veteran and non veteran eligibility. The State will prepare the Resident Cost of Care Form indicating the resident's portion of payment, the VA Per Diem Reimbursement and the State subsidy. The State will give a signed copy of the form to the resident, Contractor's business office and Assisted Living Manager.
  - 2.5.1.6 The State will request denial of admission of a veteran or non-veteran to the Secretary, MDVA based on the Contractor's Medical Director's recommendation that CHVH cannot properly and safely care for the individual based on his needs. The Contractor may not make this determination; it must be approved by the State and Secretary of MDVA.
  - 2.5.1.7 Water supply.
  - 2.5.1.8 Sewage treatment.
  - 2.5.1.9 Electric bills.
  - 2.5.1.10 Make available to the Contractor all State-owned equipment used to maintain and operate CHVH.
  - 2.5.1.11 Preparation of all invoices and reports required to be submitted to the U.S. Department of Veterans Affairs (VA) including for Per Diem reimbursement
  - 2.5.1.12 The Contract Manager shall approve or disapprove requests from the Contractor for increases/decreases in resident care rates based on the price adjustment mechanisms in the RFP Section 1.5
  - 2.5.1.13 Maintain the security system installed at CHVH in operational condition.
- 2.5.2** Monitor the performance of the Contractor to ensure Contract compliance, and maintain an active role in the operation of the Home to ensure a level of care for the residents at least equal to State and federal standards, and safeguard and maintain the State's investment in the facility and its equipment.

## **2.6 Transition Planning and Execution**

The Contractor shall have and submit a Transition Plan to the Contract Manager. The Transition Plan shall be substantially the same as the one submitted in the Contractor's proposal in response to RFP



Section 3.4.5.6 and submitted in final form to the Contract Manager within 15 calendar days of a notice to proceed on the contract. Any variations from the proposed Transition Plan shall not be enacted until approved by the Contract Manager. Because the requirements for this RFP and resulting contract depart from the existing contract, transition planning will be required regardless of whether the incumbent proposes and is successful or whether the Contractor is not the incumbent

If the incumbent does not propose or is not successful, the incoming Contractor shall ensure a smooth transition with the outgoing Contractor and assume overall direction of the facility after the 60 day transition period has been completed. It is expected in a scenario where the Contractor changes that the majority of all existing employees will become employees of the new Contractor. Existing employees' longevity, salary, and benefits should be preserved to the greatest extent possible.

The contractor selected will be required to establish a Transition Team and develop and execute a Transition Plan to ensure continuity of services to the residents of the Home during the transition from the current Contract to the new Contract. The Transition Team will consist of those positions identified in the Contractor's Transition Plan, and will ensure the smooth transition between the old and new contractors. This Transition Team should also work to ensure a smooth transition between the Contractor and any successor contractor.

## **2.7 Function: Administration/Management/Human Resources/Resident Care/ Information Technology**

**2.7.1** The Contractor shall meet the applicable requirements of COMAR 10.07.02 (Comprehensive Care Facilities) and 10.07.14 (Assisted Living Program) for administration and management of the CHVH. Additionally, the Contractor shall:

2.7.1.1 Supervise and administer all aspects of the day-to-day operation and management of the facility. The Contractor will ensure that there is timely and productive communication between the Contractor's staff and the State's staff to allow the State to assist in resolving issues directly or indirectly affecting resident care and quality of life, general operation of the Home, and the maintenance of State assets.

2.7.1.2 Assume full responsibility for development, implementation, and operation of all necessary administrative systems, including but not limited to, accounting, personnel, human resources, reporting (except for VA reports detailed in RFP Sec 2.5.1), administrative records, medical records, purchasing, etc., which will ensure the accurate preparation of all financial statements and maintenance of financial records including, but not limited to: payroll, accounts receivable, accounts payable and operating statement. Contractor shall maintain all records for periods of time as required by federal or state law and make sure records are maintained on site for review and audit by the State. Contractor shall also permit the State or its representatives to examine at reasonable times any of the Contractor's records which directly relate to this contract.

2.7.1.3 Establish and implement policies and procedures for the management and operation of the Assisted Living and Comprehensive Care programs that will ensure high standards of patient care. These policies and procedures must comply with all Federal, State, and local regulations, and must comply with the Charlotte Hall Veterans Home Eligibility Requirements for Admission of Assisted Living and Comprehensive residents (Attachment H—COMAR 35.04.01) and the Resident's Bill of Rights Regulations (Attachment I—COMAR 10.07.09).

2.7.1.4 Prepare all materials and follow all procedures necessary to obtain and/or retain licensure and VA approval of the Assisted Living and Comprehensive Care programs, and obtain

certification of the Comprehensive Care beds as a provider of services under Title XVIII (Medicare) and Title XIX (Medicaid) of the Social Security Act.

- 2.7.1.5 Prepare and provide to the Contract Manager routine and special reports and any other information customarily not of a proprietary nature that may be required by the Contract Manager. Generally, these reports may include, but are not limited to: resident census, fiscal data, staffing data, maintenance projects/status, volunteer activities, resident activities, special projects, resident demographics, facility preventive maintenance and surveys of resident, family, and employee satisfaction. This includes the data or information needed for the Home to submit the weekly and monthly census reports required by the VA. The format for the "Resident Census Report" is mandatory and provided in Attachment N. Please see Attachment N for other sample reports.
- 2.7.1.6 Perform human resources functions to ensure timely recruiting, hiring, staffing, payroll, employee benefits administration, compensation, employee services and counseling. Ensure company wide communication and compliance with regulatory requirements. Conduct a criminal background check and illegal drug screening for prospective employees before their first work day.
- 2.7.1.7 Using Contractor RNs or LPNs, develop, plan and administer employee orientation and develop in-service programs, which include all State/Federal mandatory in-services. Assess the educational needs of all staff and plan, develop, and implement training programs to meet those needs. Maintain in-service records on all employees, skills fairs, and ongoing continuing education.
- 2.7.1.8 Provide switchboard/receptionist services 0730-2100 (Local Time), seven days per week.
- 2.7.1.9 The Contractor-operated four room Guest House, located at the intersection of State Rt. 5 and Charlotte Hall School Road, for use by residents' visitors, and others authorized by the Contract Manager, is damaged by fire and not currently in use. However, in the event the facility is repaired, the Contractor shall resume Guest House operations and be responsible for the following requirements:
- The Contractor will develop and maintain appropriate procedures that will ensure efficient operation of the Guest House, including but not limited to: scheduling and reservations, check-in, check-out, housekeeping, and maintenance of a fiscal account of the funds collected. The daily room rate will be set by the Administrator and approved by the Contract Manager. The Contractor shall receive the revenue from the Guest House.
- 2.7.2 The Contractor shall meet the requirements of COMAR 10.07.02.08 (Admission and Discharge). Additionally, the Contractor shall:
- 2.7.2.1 Provide an Admissions Director, and at least one Admissions Assistant and additional admissions staff adequate to ensure that the census of the Home is maintained, and to ensure timely and responsive customer service to potential residents and/or their families. Maintain accurate and detailed telephone logs showing calls received and made regarding admissions and requests for information and tracking how callers heard about the Home.
- 2.7.2.2 Create and maintain a Resident Data Base, by which upon admission a resident's military history, organization affiliations, and as determined by the Contract Manager, other pertinent information can be captured and can be accessed using various categories for reports, i.e. all WWII residents,

- all VFW residents. This report must be accessible to the Contract Manager. See Attachment O as an example.
- 2.7.2.3 Assist potential residents and/or their families and responsible parties in completing forms and documents required for admission.
  - 2.7.2.4 Conduct criminal background checks on all residents prior to admission, to ensure that no one is admitted who has a history of violent crime, sexual offenses, theft, and use of illegal substances.
  - 2.7.2.5 Ensure that the records of all residents admitted are reviewed to determine their eligibility for VA benefits, and ensure that residents/family members are informed of the eligibility determination.
  - 2.7.2.6 Establish an Admissions and Discharge Committee and ensure written clinical assessments, records, and documentation for all admissions and discharges. The Committee shall consist of the Director of Nursing or designee, the Admissions Director, the Director of Social Work or designee, the Administrator or designee, and the Contract Manager or designee.
  - 2.7.2.7 The Contractor shall maintain an effective public relations and marketing program with a goal of achieving and maintaining full occupancy of the Home. Collect, analyze, and maintain statistical and demographic data and records on areas such as: how those contacting the Home for information heard about the Home, county of origin of those admitted, number of admissions compared to number of initial contacts, follow-up to obtain the reasons when a potential resident decides not to enter Charlotte Hall, sources of referrals, comparisons of the realized success/effectiveness of the various media used and/or events attended, monthly rates of census increase/decrease, etc., and provide this information to the Contract Manager in a monthly report.
  - 2.7.2.8 The Contractor shall plan and conduct an annual CHVH open house. The event shall have a duration of at least five hours to highlight and showcase CHVH to the public. The Contractor shall submit open house plans to the Contract Manager for review and approval at least two months prior to the event.
  - 2.7.2.9 Maintain a current marketing plan and provide marketing coverage to all geographic areas of the State, with special emphasis on those areas that are furthest from the Home and/or least represented in the census of the Home, such as Western Maryland and the Eastern Shore.
  - 2.7.2.10 Place advertising using the following media: Print ads in long term care magazines, newspapers, radio, TV, billboards, brochures, and flyers. Advertising levels and expenditures shall be as specified in the Contractor's annual budget (RFP Section 2.7.4.2).
  - 2.7.2.11 Attend events that will provide exposure to the Home, and result in contact with those who either are potential residents, or those who may be in a position to refer a potential resident, such as: veterans' organizations conventions, seniors' events, fairs, health care events, etc. Provide promotional give-aways at all events attended.
- 2.7.3** The Contractor shall meet the requirements of COMAR 10.07.02 (Comprehensive Care Facilities and Extended Care Facilities) & COMAR 10.07.14 (Assisted Living Care) for resident care and CHVH operations. In addition, the Contractor shall:
- 2.7.3.1 Maintain the existing mix of 184 Assisted Living and 278 Comprehensive Care beds unless a change to the bed mix is authorized by the Contract Manager.

- 2.7.3.2 Through a certified Director of Nursing, Assistant Director of Nursing, nursing supervisors and nursing staff, provide CHVH resident care on a continuous basis to include nights, weekends and holidays. See Attachment G for specifications and qualification requirements required by the VA.
- 2.7.3.3 Ensure the following conditions are met in providing Comprehensive and Assisted Living Care:
- a. Ensure that each resident receives the medical, dental, rehabilitative, or other clinical services that are required by COMAR 10.07.02 and 10.07.14 and VA regulations (Attachments F & G) or Medicaid/Medicare, if applicable. A list of required Medicaid/Medicare services can be found at [www.medicare.gov/nursing/AboutInspections.asp](http://www.medicare.gov/nursing/AboutInspections.asp). The Contractor may bill the resident, Medicare, Medicaid, and third party payers for the services provided under this paragraph. In no instance will the State be responsible for any billing not collected.
  - b. Provide daily resident transportation to the Washington VA Medical Center, for those residents requiring care provided by the VA.
  - c. Provide local transportation within a 20-mile radius of the Home for clinical purposes on a space available basis, other than that required in RFP Section 2.7.3.4b., above. The Contractor may charge the resident transported the actual cost of the transport. Transportation charges must be documented, approved by the Contract Manager, and published on a price sheet provided to new residents upon admission.
- 2.7.3.4 In addition to the minimum care referenced in RFP Sections 2.7.3.3. above, the Contractor will provide the following additional services to Assisted Living residents:
- a. Room and Board, which include shelter, meals, laundry and housekeeping services.
  - b. Prescription and nonprescription drugs, which are ordered by a licensed Physician who is authorized to treat the resident and which are not provided by the VA or covered by a third party payer. Currently the approximate cost of these services is approximately \$54,000 per month (2007 monthly average). VA regulations prohibit the Contractor from using prescription services from the VA.
  - c. All primary care services, including the admission and annual physical examination, the quarterly physician review of the resident's plan of care as required by the VA, and all other primary medical care (non-specialist) services required by the resident's health.
  - d. Twice yearly dental exams and cleanings at approximately six-month intervals at the Home.
  - e. Annual eye exam by an optometrist.
  - f. The Contractor shall determine the manner of compensation to the Assisted Living Physician or Medical Director, such as salary, a combination of salary/Medicare/third party billing for the care services required in RFP Section 2.7.3. However, in no instance will an Assisted Living resident or the State be responsible for the cost of any care provided by the Assisted Living Physician, nor may the Assisted Living Physician refer Assisted Living residents to himself for care above that required in RFP Section 2.7.3. The Contractor may also use the services of the USDVA Community Based Outpatient Clinic (CBOC) located on the grounds of the Home.
- 2.7.3.5 Assisted Living Attending Physician hours (6 hours per week) in the Home are intended for resident care and may not be utilized for employee physicals and other non-resident related duties. The Contractor must provide sufficient coverage by physicians with privileges at either

St. Mary's Hospital or the Calvert Memorial Hospital so that residents transported there by emergency services will not have to be transported elsewhere at the expense of the resident or their family.

- 2.7.3.6 Employee hours spent in training and administrative duties will not count toward staffing requirements for resident care.
- 2.7.3.7 Provide complete mortuary policies and procedures that ensure the sensitivity and expediency of death notification, documentation and disposition of remains.
- 2.7.3.8 Develop, provide and implement a Quality Assurance Plan (QAP) meets the requirements of COMAR 10.07.02.46 and that will ensure high quality resident care. The initial QAP shall be substantially the same as the one submitted in the Contractor's proposal in response to RFP Section 3.4.5.5 and submitted in final form to the Contract Manager within 15 calendar days of a notice to proceed on the contract. Any variations from the proposed initial QAP plan shall not be enacted until approved by the Contract Manager. Plan elements shall include: the basic principles of the approach; the steps involved in developing the methodology; a description of all procedures and interventions that will support the methodology; the quality control and product assurance techniques employed; and the management procedures used.

#### 2.7.4 Finance, Procurement, Inventory

- 2.7.4.1 Bill residents monthly for cost of care from residents and all third parties except the VA. In the case of per diem payments due from the VA, the Contractor shall submit an itemized bill to the Contract Manager. The bill shall itemize the number of resident days of care and the authorized VA per diem amount. The State will collect per diem payments from the VA and reimburse the Contractor upon receipt of funds. Typically, this process requires approximately 30 days, but it is the Contractor's responsibility to have sufficient operating funds in the event the VA is late in making payment. The Contractor can only request VA per diem reimbursement for private pay skilled nursing resident. The Contractor may not bill residents for any portion of the cost of the minimum care, including any deductibles.
- 2.7.4.2 Submit an annual operating budget for the Home to the Contract Manager 30 days prior to the start of each contract year. The operating budget shall be consistent with the level of support committed in the Contractor's technical proposal.
- 2.7.4.3 Have an audit performed within 90 days after the end of each contract year (June 30) for the operation of the Home, conducted by a Certified Public Accountant (CPA) firm approved by the Contract Manager. The audit report will be restricted to the expenses and revenues associated only with the operation of the Home. The Cost shall be borne by the Contractor. All records necessary for the audit shall be maintained on site. The Contractor Manager shall receive the audit report from the CPA firm.
- 2.7.4.4 Pay for all propane, oil, waste removal (to include bio-hazardous), pest control (except CBOC), fire alarm notification service, telephone and cable TV within the facility or on the grounds, including that used by the State staff. The current approximate monthly costs provided by the incumbent contractor (the State is unable to validate) are:

Propane	\$ 580 (2007 Monthly Average) – Dent Chapel
Oil	\$ 3,753 (2007 Monthly Average) – White House & Guest House
Waste Removal	\$ 6,183 (2007 Monthly Average)
Pest Control	\$ 908 (2007 Monthly Average)

Fire Alarm Service	\$ 258 (2007 Monthly Average)
Telephone	\$ 8,731 (2007 Monthly Average)
Cable TV	\$ 3,029 (2007 Monthly Average)

2.7.4.6 If the Contractor is not the incumbent, submit to the Contract Manager the following written inventory reports:

a. Within 15 calendar days before the end of the two-month transition period of the contract, a joint inventory (incumbent and new contractor) of all medical supplies and expendable items.

b. Within 45 calendar days before the end of the two-month transition period of the contract, a joint inventory of all equipment found to be defective, non-functional, and/or in need of repair or replacement. (The State will be responsible for repair or replacement of equipment items identified on this list on a one time basis.)

2.7.4.7 At the end of the contract period, conduct a joint physical inventory with the succeeding contractor and provide an inventory of medical supplies and expendable items equivalent to that which was present at the beginning of the contract period.

2.7.4.8 Provide resident banking services, including, but not limited to: receipt of direct deposits, maintenance of resident accounts, and disbursement of funds to residents. Provide residents access to their funds on at least Monday, Wednesday and Friday, for a total of at least 18 hours per week. Include an audit of the resident bank as a specific requirement of the annual audit required in RFP Section 2.7.4.3.

2.7.4.9 Operate a Resident Store. The purpose of the Resident Store will be to supply a variety of products desired by the residents but not provided by the Home, such as toiletries, snacks, clothing, stationery, magazines, watches, and clocks. In order to provide commodities to the residents at the lowest possible costs, items shall be priced so that the contractor may recover all costs to operate the Store, but not result in a profit to the Contractor. Consignment items may be sold in the store as deemed by the Contractor. The Contract Manager has the right to deny any and all items proposed for resale. Quarterly sales reports are to be submitted to Contract Manager.

2.7.4.10 Ensure vendors are paid in a timely fashion, no later than 30 days after receipt of a proper invoice.

**2.7.5 Information Technology**

2.7.5.1 Provide all computer hardware and software necessary to conduct internal administration and personnel services for the Contractor's employees and those of its subcontractors. Ensure an IT security system is in place on all computers.

2.7.5.2 The Contractor may not install or use any equipment, software, or operating systems of a proprietary nature for use in the management and storage of information necessary for the operation of the Home. All records, information, and/or data collected and stored as above must be backed up on the Contractor's network at least weekly and be turned over to the State intact at the end of the contract period. The Contractor must have at least one full-time person knowledgeable and experienced in all facets of the Maintenance Management software used by the Contractor. The Contractor shall train all others who use the Maintenance Management system software including State personnel.

The Contractor shall install all Contractor software on a State workstation designated by the Contract Manager and provide network access for that workstation. Such records and information entered into these software programs become the property of the State and may not be sold, transferred, or otherwise used by the Contractor for any purpose not related to the management of the Home unless written approval has been obtained from the Contract Manager. The Contractor's network shall not be connected to the State's networked computer system.

2.7.5.3 Provide sufficient clerical, computer, and peripheral hardware support to all Contractor departments. Ensure computer software is Microsoft Office 2000 and upwards compatible. All department heads are to have email and the ability to use Outlook Express. Identify and fund the repair of hardware and purchase of updated software as new versions are released.

2.7.5.4 Provide IT services to all Contractor functional areas – (Functional areas identified in RFP Sections 2.7 through 2.13).

**2.7.6** The Contractor shall meet the requirements of COMAR 10.07.02.20 (Clinical Records) and the Computerized Patient Records System (CPRS), which is a Federal Veterans Administration database. The Home is working with the DC VA Medical Center to fully implement CPRS (Computerized Patient Records System) an electronic medical records system. CPRS allows any authorized user to look at patient records, manage prescription drugs, and view the film of a coronary angiogram. CPRS will permit CHVH and the VA to view and coordinate residents' treatment records. When complete, CHVH will be the first state veteran's home in the nation to have this level of patient record access. The State of Maryland and the VA have signed an Inter-Agency Memorandum of Understanding and a Server Fee For Use Agreement. Initial training on CPRS is expected to be almost complete by the start of this contract. However, out of the seven nursing units in the Home, more than half may still require on the job training on CPRS for CPRS to be fully implemented in the Home. As a guide, the incumbent Contractor sent eight people to Florida for a week to obtain training. Travel and lodging costs are to be borne by the Contractor. The following CPRS services and costs are borne by MDVA:

- Server & Maintenance
- T-1 Point-to-Point data line monthly costs
- Computer Analyst Salary

The Contractor must use CPRS and have trainers certified by USVA to continue on-the-job training in CPRS.

**2.7.7** The Contractor shall meet the requirements of COMAR 10.07.02.19 (Patient Activities). In addition, the Contractor shall:

2.7.7.1 Provide a Director of Activities/Volunteer Services to oversee comprehensive, assisted living and volunteer services. CHVH has approximately 300 volunteers, including various veteran and community organizations and individual volunteers.

2.7.7.2 Provide recreational programs and activities tailored for both the Assisted Living and Comprehensive programs.

2.7.7.3 Provide transportation to external activities for residents capable of attending.

2.7.7.4 At a minimum, provide observation, ceremonies, and decoration of common and resident living areas for the following holidays and seasons:

<u>Holiday/Season</u>	<u>Special Meal</u>	<u>Decoration</u>	<u>Ceremony/Event</u>
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January First	X	X	X
Presidents' Day	X	X	
Valentine's Day	X	X	X
Easter	X	X	
Memorial Day	X	X	X
4 <sup>th</sup> of July	X	X	X
Halloween		X	X
Veterans Day	X	X	X
Thanksgiving	X	X	
Christmas Season (Dec 1 – Jan 5)		X	
Christmas	X		X

- 2.7.7.5 Publish a quarterly Home newsletter. At a minimum, the newsletter should contain notices of upcoming Home events and activities, photos, recently completed events, general information, information concerning VA services, human interest articles, donations to the Home, resident birthdays, memorial information for recently deceased residents, new admissions, and important contact information for VA and State services. The newsletter should be professional in appearance and in color. The Contractor is responsible for printing, mailing and distribution to the residents, responsible parties and general marketing address list. The State and the Contractor shall share equally in the cost of producing the newsletter.
- 2.7.7.6 Conduct a Volunteer Program to coordinate and support the volunteer efforts of the various individuals and organizations that donate their time at the Home. Assume responsibility for the recruitment and coordination of volunteers to enhance the quality of life for all residents. Maintain volunteer applications, hours, duties, and provide training, in-service and policy guidelines for volunteers of the Home. Submit a monthly report to the Contract Manager to include individual and organizational volunteer hours, duties and services provided. Register all CHVH volunteers with US VA Volunteer Program. Develop, plan, coordinate and implement an annual volunteer recognition event which will include input from the State.
- 2.7.7.7 Conduct separate religious services each Sunday for Catholic and Protestant faiths, and provide appropriate and equal services for other faiths, as may be required.
- 2.7.7.8 Provide daily Resident mail delivery service Monday through Saturday, except for Federal holidays.
- 2.7.8** The Contractor shall meet the requirements of COMAR 10.07.02.30 (Rehabilitation/Physical Therapy/Occupational Therapy). In addition, the Contractor shall:
- 2.7.8.1 Make available an exercise room for residents who are able, and approved by the doctor, to use exercise equipment, such as a treadmill, exercise bike, weights and a weight bench.
- 2.7.9** Staffing
- 2.7.9.1 The Contractor shall initially staff the Administration/Management/Human Resources/Resident Care functions of CHVH based on its technical proposal but considering the chart reflected below. The Contractor shall provide schedules for phasing of staffing corresponding initially to its technical proposal. After the contract commences, changes in the staffing shall be made as indicated by changes in the resident census or as needed to meet all contract performance requirements. The staffing levels in the charts are guides that are subject to adjustment as reflected in the Contractor's technical proposal and as submitted in response to the RFP Section



3. The final and subsequent changes in staffing levels are subject to Contract Manager approval.

CC = Comprehensive Care

AL = Assisted Living

<b><u>POSITIONS</u></b>	<b><u>Staffing level guide for up to 240CC/144AL</u></b>
<b>MANAGEMENT</b>	
Maryland Licensed NH Administrator	1
Maryland Licensed NH Assistant Administrator	1
Manager on Duty – Weekend Supervisor – 8 hours per day – 0700 - 1700	.4
<b>HUMAN RESOURCES/TRAINING</b>	
Director	1
Personnel Clerk	2
Staff Development/In Service LPN	1
<b>ADMISSIONS/MARKETING</b>	
Director	1
Admissions Assistant	1
Marketing Director	1
<b>DENTAL</b>	
Dentist	.2
Dental Hygienist	.2
<b>OPTOMETRY</b>	
Optometrist	.2
<b>PSYCHOLOGY</b>	
Psychologist	.2
<b>NURSING</b>	
<b>COMPREHENSIVE CARE NURSING</b>	
Medical Director – 16 Hours per week	.4
Attending Physician – 6 Hours per day – 5 days a week	.75
Physician Assistant – 8 Hours per day – 5 days a week	1
Director of Nursing (ADONA/LTC) certified or equivalent	1
Assistant Director of Nursing (ADONA/LTC) certified or equivalent	1
*RN	17.5
*LPN	20
Unit Manager (included in total RN numbers)	7
Unit Supervisor (included in total RN numbers)	3.5
Unit Clerks	7
Staff Coordinator	1
*GNA (Geriatric Nursing Assistant)	65
*CNA (Certified Medicine Aide)	12
Central Supply Clerk	1
Supply Stock Clerk	2.5
*Provide a minimum of at least 3 hours PPD, or the VA or COMAR 10.07.02, whichever is greater	

<b>ASSISTED LIVING NURSING</b>	
Assisted Living Manager	1
Delegating Nurse	1.5
*RN	2
*LPN	9
Weekend Supervisor	1
Unit Clerk	2
Medicine Tech	9
Quality Assurance Nurse (Best Practices)	1
Staffing Coordinator	1
*CNA (Certified Nursing Assistant)	23
Staff Development/In Service LPN	1
*Provide a minimum of at least 2 hours PPD, or the VA or COMAR 10.07.14, whichever is greater	
<b>FINANCE/PROCUREMENT/INVENTORY</b>	
Business Office Manager	1
Business Office Assistant	1
Medicaid Specialist	1
Accounts Payable	1
Switchboard/Receptionist Coverage from 0700 – 2100, 7 days a week including Holidays	1 +after hours support for 55 hr/week and coverage if primary not present
<b>INFORMATION TECHNOLOGY (IT)</b>	
IT Technician	1
<b>MEDICAL RECORDS/CPRS</b>	
Medical Records	1
Medical Records Clerk	1
<b>ACTIVITIES/VOLUNTEER SERVICES/RELIGIOUS SERVICES</b>	
<b>COMPREHENSIVE CARE ACTIVITIES</b>	
Director	1
Assistant Director	1
Activity Assistants (2 per Unit)	14
Volunteer Coordinator	1
Chaplain – 20 Hours/wk Protestant/20 Hours/wk Catholic	1
<b>ASSISTED LIVING ACTIVITIES</b>	
Director	1
Activity Assistants (2 per Floor)	6
<b>REHAB–PHYSICAL/OCCUPATIONAL THERAPY</b>	
Director	1
Physical Therapist	1
Occupational Therapist	1
Speech Therapist	1
Certified Occupational Therapy Assistant	1
Physical Therapist Assistant	1

## **2.8 Function: Dietary/Housekeeping/Laundry**

- 2.8.1 Dietary.** The Contractor shall meet the dietetic service area requirements of COMAR 10.07.02.30. The Contractor shall also comply with all dietary requirements of the Diet Manual for Long-Term Care Residents, Office of Health Care Quality, Maryland Department of Health and Mental Hygiene. To order the manual, go here: <http://www.dhmd.state.md.us/ohcq/download/dietform.pdf>. In addition, the Contractor shall:
- 2.8.1.1 Provide a high quality food service program to meet the nutritional needs of both Assisted Living and Comprehensive Care Programs, and that complies with all applicable Federal, VA, State and local regulations. Currently the Dietary Department during weekdays is providing three meals per day for approximately 140 Assisted Living and 240 Comprehensive care residents and weekday, no fee lunch meals for 5 State employees and 20 on-site volunteers. Additionally, 100 meals are prepared for paying contractors and resident guests. Weekday dinners are prepared for resident census plus 75 paying contractors and resident guests. Weekends and holiday lunches and dinners are prepared for resident census plus 75 contractors and guests.
  - 2.8.1.2 Residents will be provided supplemental snacks and nourishment, in addition to their regular meals, of a frequency and type appropriate to their medical and nutritional needs. The approximate cost per day of these supplements is \$1,500.
  - 2.8.1.3 Ensure that Assisted Living residents have a menu appropriate to their life style and nutritional dietary needs, and are not restricted to only the same menus as provided for Comprehensive residents. All menus shall be reviewed by a registered dietician.
  - 2.8.1.4 Ensure that the dining rooms are attractive, clean, and decorated for the season/holiday (See designated holidays/special occasions in RFP Section 2.7.7.4). Tables should display decorations that may contain live or artificial flowers.
  - 2.8.1.5 Ensure that menus reflect seasonal events, holidays, military anniversaries and diversity events; specifically for New Year's Day, Presidents' Day, Valentine's Day, Easter, Memorial Day, 4th of July, Veteran's Day, Thanksgiving and Christmas Day. Donations may be used to supplement the meal budget for these special occasions.
  - 2.8.1.6 The Contractor shall maintain par levels for utensils, plates, glasses, cups, trays, pots and pans for the Assisted Living and Comprehensive Care dining room and kitchens to serve all residents and staff.
- 2.8.2 Housekeeping.** The Contractor shall meet the housekeeping and pest control requirements of COMAR 10.07.02.34. In addition, the Contractor shall:
- 2.8.2.1 Provide housekeeping services in all areas of the Home, including the State Office D Wing & the State Office on the 2<sup>nd</sup> Floor VA CBOC Room 211, first floor maintenance building, including the elevator and monthly cleaning of all 3 levels of the White House. Housekeeping services to be provided seven days per week. Services will include, but not be limited to:
    - a. All uncarpeted floors are to be swept daily, and cleaned at least once per a week. Waxed floors are to be stripped and re-waxed as required, but not less than twice per year.

- b. Carpeted floors are to be vacuumed as required, at least twice per week, and steam cleaned as required, but not less than twice per year.
- c. Dining room carpeted areas should be cleaned according to manufactures instructions at least monthly and spot checked weekly for stain removal.
- d. All floors are to be cleaned more frequently if use or special circumstances require.
- e. All trash to be emptied daily.
- f. Curtains, blinds, and other window treatments to be dusted monthly.
- g. All window interiors to be cleaned monthly.
- h. All first floor exterior windows shall be cleaned each quarter. Second and third floor windows shall be cleaned each fall and spring.
- i. All exterior glass doors to be cleaned weekly.
- j. Door mats to be replaced or steam cleaned as needed.
- k. Tables and furniture in common areas will be wiped down at least weekly, and more frequently if usage requires.
- l. Upholstered furniture will be shampoo-cleaned at least once per year.

2.8.2.2 The contractor shall provide all necessary equipment and supplies to maintain all carpeted and tile floors at optimum levels; i.e., floor scrubbing/waxing machines, vacuums, etc., whether through lease or purchase.

**2.8.3 Laundry.** The Contractor shall meet the laundry requirements of COMAR 10.07.02.34. In addition, the Contractor shall:

2.8.3.1 Provide daily linen laundry service to all Comprehensive residents, and linen service to Assisted Living residents a minimum of twice per week.

2.8.3.2 Provide fresh towels daily.

2.8.3.3 Provide personal laundry for all Comprehensive Residents, and those Assisted Living residents requiring it. The Contractor is responsible for reimbursement or replacement of all inventoried resident clothing lost or stolen in the laundry. All Residents' clothing must be labeled with Resident's name.

**2.8.4 Staffing.** The Contractor shall initially staff the dietary/housekeeping/laundry functions of CHVH based on its technical proposal but considering the chart reflected below. The Contractor shall provide schedules for phasing of staffing corresponding initially to its technical proposal. After the contract commences, changes in the staffing shall be made as indicated by changes in the resident census or as needed to meet all contract performance requirements. The staffing levels in the charts are guides that are subject to adjustment as reflected in the Contractor's technical proposal and as submitted in response to the RFP Section 3. The initial and subsequent changes in staffing levels are subject to Contract Manager approval.

<b><u>POSITIONS</u></b>	<b>Staffing level guide for up to 240CC/144AL</b>
<b>DIETARY</b>	
<b>Clinical Department</b>	
Registered Dietitian	1
Dietary Clinical Team Members	2
<b>CC/Skilled Nursing Dietary</b>	
Director of Dietary	1
AM Supervisors	2
PM Supervisors	2
AM Cooks	3
AM Aides	12
PM Cooks	3
PM Aides	12
<b>AL Dietary</b>	
Kitchen Manager	1
AM Cooks/Aides	4
PM Cooks/Aides	4
<b>HOUSEKEEPING – Work Area</b>	
Director of Housekeeping	1
Housekeeping Supervisors - 0700 - 1530	3
Housekeeper – 1C – 0700 - 1530	2
Housekeeper – 2C – 0700 - 1530	2
Housekeeper - 3C – 0700 - 1530	1
Housekeeper – 1B – 0700 - 1530	1
Housekeeper- 2B - 0700 - 1530	1
Housekeeper – 3B – 0700-1530	1
Housekeeper – 1D – 0700 - 1530	1
Housekeeper – 2D – 0700 -1530	1
Housekeeper – 3D – 0700 -1530	1
Housekeeper – 1A – 0700 1530	1
Housekeeper – 2A – 0800 -1630 Professional Service Area	1
Housekeeper – 3A – 0700 -1530	1
Housekeeper – 0700-1530 Main Area & Entrance	1
Housekeeper – 0700 -1530 E Wing & Entrance	1
Relief Housekeeper – 0700 -1530. Note: Relief and other housekeepers may have flexible scheduling to provide weekend and holiday coverage in the AM for 8 hour per day as well as coverage for normal absences for illness or vacation.	5
Porter/Trash – 0700 – 1530 Common Areas	1
Relief Porter – 0700 - 1530 PT	1

Floor Technician – 2300 - 0730 Facility Wide	2
Floor Technician – 2300 – 0730 Facility Wide - PT	1
Floor Technician – 1600 – 0030 Facility Wide	2
Floor Technician – 1600 -0030 Facility Wide PT	1
<b>LAUNDRY – Work Area</b>	
Personal Laundry – Main – 0630 - 1530	4
Personal Laundry – Main – 0630 -1530 20 Hours per week	2
Personal Laundry – Main – 1000- 1830	2
Laundry Aides – C Wing – 0630 - 1530	5
Laundry Aides – C Wing – 1000 - 1830	2

## **2.9 Function: Facility Maintenance/Plant Operations/Grounds**

### **2.9.1 Facility Maintenance, Plant Operations and Grounds**

2.9.1.1 Maintain the facilities, equipment and grounds of the CHVH. Provide comprehensive facilities and maintenance management programs that will ensure that the State’s facilities and equipment are properly maintained, and that preventive and scheduled maintenance and replacement of infrastructure and equipment is performed when appropriate. Provide a copy of the annual maintenance plan to Contract Manager within 60 days after start of contract and annually thereafter by the anniversary date of the contract.

a. Provide written input to the Contract Manager as to capital facility improvements or equipment repair requirements which are needed to maintain certification and licensure, to maintain or improve quality of care, or to replace obsolete or worn out equipment which is specified in the contract as the responsibility of the State.

b. The Contractor shall support State personnel and other contractors performing inspections leading to preparation of a State facilities management plan for CHVH.

2.9.1.2 The Maryland Environmental Services are responsible for maintenance and repair of the water supply and sewage treatment systems. The Contractor shall coordinate maintenance and repair of the water supply and sewage treatment systems with Maryland Environmental Services. The State is responsible for the cost of maintenance and repair of the water/waste facilities; however, the Contractor shall add daily water treatment chemicals to the water softener.

2.9.1.3 Implement, and maintain a comprehensive equipment and facilities (equipment and facilities are described in Section 2.1) maintenance management plan for preventive and non-recurring maintenance that includes:

a. Daily, weekly, monthly, semi-annual, and annual scheduled preventive maintenance of all equipment and facilities to meet industry maintenance practices or Original Equipment Manufacturer (OEM) maintenance guidelines.

b. Repair and/or replacement of equipment and facilities as required. The repair or replace decision will be approved by the Contract Manager. The normal rule for an item to be submitted for approval is that the item cumulative repair cost shall be equal to or greater than the cost of the projected item to be replaced. The Contract Manager can approve exceptions to this general policy.

c. Identification and planning for short term (less than 12 months) preventive maintenance, replacements, and repairs.

d. Identification and planning for long term (12-60 months) preventative maintenance, replacements, and repairs.

e. Development of specifications, solicitation of competitive bids and proposals, management and oversight of performance of the work, and compliance with the specifications.

f. For procurement of any commodity or service for which the State will provide any degree of funding, the Department reserves the right to require the Contractor to competitively solicit the services of subcontractors and the procurement of services or commodities by obtaining a minimum of two bids/offers. If the Contractor has an equity interest in a proposed subcontractor or vendor, it must obtain at least two competing bids/offers. Further, the Department may require the Contractor to include specific entities among those the Contractor intends to solicit; i.e. other State units, Maryland Correctional Enterprises, etc.

g. Clean all air ducts annually.

h. Conduct at least two fire drills for the entire facility monthly, including the VA CBOC (Community Based Outpatient Clinic).

i. Provide maintenance service in the Home as follows: Monday – Friday, exclusive of State holidays, 0630-2100. Saturday coverage, 0800-1700. Sunday coverage, 0700-1600. holiday coverage, 0700-1600. On-call response time during all other periods shall be 30 minutes or less.

j. Provide maintenance service to the VA CBOC.

k. Identification of which employee(s) will support inspections for license applications and renewals, i.e., elevators and pressure vessels.

2.9.1.4 Maintain grounds year-round (Grounds are described in Section 2.1). Approximately 70 of the Home's 126 acres are open, the balance are wooded. Grounds maintenance shall include, but will not be limited to:

a. Maintenance of all mulch beds. Add new mulch each fall and spring.

b. Cut grass as required, so that height does not exceed six inches.

c. Trim and prune trees and shrubs as required.

d. Remove dead branches from large trees, and remove fallen trees, limbs, or those in danger of falling. Removal of living trees shall be approved by the Contract Manager.

- e. Water plants and trees as required during periods of drought except when watering restrictions are in place as determined by the Contract Manager.
  - f. Maintain all fences.
  - g. Maintain cleared areas by trimming brush on property boundaries, and adjacent to cleared areas.
  - h. Spray for insects and weeds as necessary.
  - i. Snow and ice removal, including salting of roadways and sidewalks.
  - j. Leaf cleanup and removal.
  - k. Flagpoles and flag replacement
  - l. Outdoor lighting and bulb replacement
- 2.9.1.5 In accordance with the RFP Section 2.5.1, the State is responsible for facility improvement, purchase, replacement or repair of equipment and furniture over a \$2,500 unit price as long as the expenditure is not due to the Contractor or subcontractor's abuse or neglect (see Section 2.9.1.6). The Contractor shall fund the cost of the purchase of any single item of new equipment and the cost of preventive maintenance, repair, or replacement of State-owned equipment and/or building and facility systems for a \$2,500 unit price or under. Contractor will provide their own computers, office supplies. All equipment and furniture items acquired by the Contractor under these guidelines become the property of the State and shall be reported to the CHVH inventory manager for accountability.
- 2.9.1.6 All repairs and replacements must be with parts/items of quality equivalent to that of the original. The Contractor may not group items together in order to exceed the \$2,500 threshold. The Contractor will be responsible for the full cost of repair or replacement in the case of misuse, neglect, or loss by the Contractor's employees or subcontractors. All new and replacement equipment purchased becomes the property of the State. Attachment Q is an inventory summary of State-owned equipment. This inventory represents approximately 85% of the State property in the Home. A complete inventory may be obtained on CD-ROM by requesting it from the Procurement Officer.
- 2.9.1.7 Pest, Termite, and Rodent Control. Provide or contract for all extermination services that may be required with the exception of the VA CBOC who has their own contract for these services. All CHVH buildings and areas will be inspected monthly, and treated if required, by a licensed pest control specialist. Termite protection shall be provided for all buildings. The contractor shall provide a copy of the monthly inspection report to the Contract Manager. No chemicals or pesticides may be used in the facilities that are prohibited for use in healthcare institutions.
- 2.9.1.8 Daily trash removal services from the Home and the site, including medical, biohazard, and hazardous materials. The VA CBOC is responsible for its own medical, biohazard and hazardous materials removal; however, the VA CBOC may use the dumpster located behind the building for other trash removal.
- 2.9.1.9 The Contractor shall conduct a monthly maintenance management plan review meeting to report the status of all performance requirements in RFP Sections 2.9.1.4 and 2.9.1.5. For all future



work in the maintenance plan to include grounds, the Contractor shall present and recommend priorities subject to approval by the Contract Manager.

**2.9.2 Staffing.** The Contractor shall initially staff the facilities maintenance/plant operations/grounds functions of CHVH based on its technical proposal but considering the chart reflected below. The Contractor shall provide schedules for phasing of staffing corresponding initially to its technical proposal. After the contract commences, changes in the staffing shall be made as indicated by changes in the resident census or as needed to meet all contract performance requirements. The staffing levels in the charts are guides that are subject to adjustment as reflected in the Contractor’s technical proposal and as submitted in response to the RFP Section 3. The initial and subsequent changes in staffing levels are subject to Contract Manager approval.

<b><u>POSITIONS</u></b>	<b>Staffing level guide for up to 240CC/144AL</b>
Maintenance Director	1
Assistant Director	1
Admin Assistant/Inventory Monitor	1
Electrician	1
Plumber	1
Carpenter	1
Mechanical/Preventive Maintenance Specialist	1
HVAC Technician	1
Painter	2
Medical Equipment Repairman	1
General Maintenance Provide Coverage 0630–2100 weekdays and one person 0800-1700 Saturday; 0700-1600 Sunday; and 0700-1600 holidays. Note: Any maintenance staff can be scheduled to meet the requirement by not working a weekday to achieve the after hours coverage at the discretion of the Contractor.	2
Groundskeeper Supervisor	1
Groundskeeper	2

**2.10 Function: Safety & Security**

**2.10.1 Safety & Security.** Contractor shall meet the safety and security requirements of COMAR for the entire facility. In addition, the Contractor shall:

2.10.1.1 Provide security service to ensure that the residents, employees, facility, and State property are protected from abuse and theft. Ensure that all security guards are certified in CPR, have attended the Home’s new employee orientation prior to starting work, and have had a minimum of 8 hours of on site training under the observation a security officer that has worked at the Home for at least one month. Guards with a prior history of assault, theft, and/or illegal drug or sexual offenses may not be employed in the Home. Criminal background checks must be

conducted on security guards prior to their first tour of duty at the Home, and a copy provided to the Contract Manager.

- 2.10.1.2 Conduct patrols of the entire facility, grounds, and parking lots at least every two hours at irregular intervals. Patrols inside the Home will be conducted on foot. Outside patrols may either be on foot, or in the Security golf cart.
  - 2.10.1.3 Security shall be provided 24 hours a day, seven days a week. The Contractor shall transition all security officer shift positions at least 15 minutes before beginning of each shift.
  - 2.10.1.4 Monitor the security using the camera monitor system owned by the State and installed by ADT and door alarm system console at the security desks, and investigate suspicious activity. The existing system has 24 cameras and is an ADT XDR Pro2 16 Channel Digital Video Recorder System. The State is responsible for maintenance and repair. The Director of Safety and Security will receive training from ADT or the State, and will be responsible for training all Contractor security guards and maintain training for security staff.
  - 2.10.1.5 Ensure that all visitors and volunteers entering the Home sign in when arriving, and out when departing and are in compliance with the Home dress code as posted in the core lobby. Ensure that only residents permitted to leave the grounds do so, and also sign out and sign in upon return. Ensure that residents who are inappropriately dressed for existing weather conditions do not leave the facility.
  - 2.10.1.6 Maintain a daily security log, and record in the log all patrols made, maintenance problems encountered, and problems and incidents concerning residents, staff, and visitors. Also record all instances of theft, attempted theft, or suspicious activity. Submit the security log to the Contract Manager daily. Maintain a temporary access badge system for all visitors. For all visitors, maintain a log to identify the resident they are visiting or other specific purpose.
  - 2.10.1.7 Security officers shall be licensed and trained in their duties, will not fraternize with residents or staff, and shall conduct themselves in a professional manner at all times. Security officers shall not use electronic or entertainment devices that will interfere with or distract officers from their duty performance.
- 2.10.2 Staffing.** The Contractor shall initially staff the security functions of CHVH based on its technical proposal but considering the chart reflected below. The Contractor shall provide schedules for phasing of staffing corresponding initially to its technical proposal. After the contract commences, changes in the staffing shall be made as indicated by changes in the resident census or as needed to meet all contract performance requirements. The staffing levels in the charts are guides that are subject to adjustment as reflected in the Contractor’s technical proposal and as submitted in response to the RFP Section 3. The initial and subsequent changes in staffing levels are subject to Contract Manager approval.

<b><u>POSITIONS</u></b>	<b>Staffing Guide</b>
<b>SECURITY</b>	
Director of Safety & Security	1
Security Guard - Main Entrance - 0800 - 1600	1
Security Guard- Main Entrance - 1600 - 0000	2
Security Guard - Main Entrance - 0000 - 0800	2
Security Guard - C Wing Entrance - 0630 - 1500	1

Security Guard - C Wing Entrance - 1500 - 0000	1
Security Guard - D Wing Entrance - 0800 - 1600	1
Security Guard - D Wing Entrance - 1600 - 0000	1
Security Guard - D Wing Entrance - 0000 -0800	1
Relief Security Guards. Note: Day shift staffs C/D desks and rover. Main entrance supported with receptionist. Mid shift staffs C/D/Main entrance stations plus a rover. Night shift staffs D/Main entrance plus a rover. In all cases, the rover relieves others for breaks. The relief guards meet rover, illness and vacation requirements for the other guards.	3

**2.11 Function: Social Services and Counseling**

**2.11.1** The Contractor shall meet the requirements of COMAR 10.07.02.18 (Social Services) The COMAR social services standards for comprehensive care shall be the same for assisted living. In addition, the Contractor shall:

2.11.1.1 Provide a Sobriety Counselor for Assisted Living Residents who are required to participate in the Home’s Sobriety Maintenances/Addiction Programs. Participation in the Program shall be mandatory for all applicants for residence that have a history of substance abuse or addictive behaviors, or who become involved in substance abuse related incidents while a resident at the Home. The Contract Manager shall approve any and all provisions of the Sobriety/Addiction Maintenance Programs, and the agreements with residents resulting from it.

2.11.1.2 Staffing. The Contractor shall initially staff the social services and counseling functions of CHVH based on its technical proposal but considering the chart reflected below. The Contractor shall provide schedules for phasing of staffing corresponding initially to its technical proposal. After the contract commences, changes in the staffing shall be made as indicated by changes in the resident census or as needed to meet all contract performance requirements. The staffing levels in the charts are guides that are subject to adjustment as reflected in the Contractor’s technical proposal and as submitted in response to the RFP Section 3. The initial and subsequent changes in staffing levels are subject to Contract Manager approval.

<b><u>POSITIONS</u></b>	<b>Staffing level guide for up to 240CC/144AL</b>
<b>COMPREHENSIVE CARE</b>	
<b>Social Services Department</b>	
Director of Social Services (MSW)	1
Social Worker (BSW)	4
<b>ASSISTED LIVING</b>	
<b>Social Services Department</b>	
Director of Social Services	1
Assistant Director of Social Services	1
Mental Health Coordinator	1
Sobriety Maintenance Counselor – (Degree in social work, psychology, or related field, and must have formal training and 2 years experience in substance abuse counseling	1

## **2.12 Function: Transportation and Fleet Services**

### **2.12.1 Transportation/Fleet Services/Appointments & Scheduling**

2.12.1.1 The Contractor shall operate, repair and maintain the State vehicle fleet in support of the Home and other motorized equipment to include vehicle fuel and lubricants.

2.12.1.2 Contractor will schedule and coordinate all appointments for various off-site medical and recreational activities and provide staffing to schedule resident appointments, arrange for transportation to and from appointments.

2.12.1.3 Provide a driver with a Maryland Commercial Driver's License (CDL) for the one State owned 18 passenger bus and drivers for the Home's vehicles provided by the State. All drivers must possess valid Maryland operator's permits appropriate to the vehicle being driven.

2.12.1.4 Provide a means of communication for each of the Home's vehicles when on the road.

2.12.1.5 Ensure the Home's motor vehicles are kept clean inside and out.

2.12.1.6 Ensure compliance with all State Vehicle Fleet Management policies and regulations with respect to operation, repair and maintenance of the State's vehicles. (See State Fleet Management website at: [http://dbm.state.md.us/html/fleet\\_manage\\_unit.html](http://dbm.state.md.us/html/fleet_manage_unit.html)).

2.12.1.7 Currently the vehicle and equipment fleet consists of:

<b>VEHICLE NAME &amp; YEAR</b>	<b>MILEAGE</b>
Chevy Blazer - 2001	38,091
Ford Diesel Bus – 1994	181,038
Ford Econo Van - 2000	102,272
Ford Pickup - 1997	36,686
Chevy Mini Van – 2001	74,989
Ford Bus – 2001	141,535
Chevy Supreme Bus-2006	74,293
Chevy Supreme Bus-2006	72,563

PLEASE NOTE MILEAGE IS AS OF 10/31/2008.

#### Other Equipment

John Deere                      790                      tractor  
John Deere                      650                      tractor  
Massey Ferguson              5200                      tractor

Six golf carts

1996 Genie 56 hp, 60' telescopic boom lift

2000 Skyjack 18' scissors lift

Various attachments for the above tractors (blades, front-end loaders, snow blowers, etc.)

The annual fuel cost (gasoline and diesel) for the above vehicles for FY 08 was \$47,772.

**2.12.2 Provide collision and liability insurance for the State-owned vehicles listed above.** Offerors must specify in the Technical Proposal the specific types and dollar amounts of coverage to be provided. The Contractor must provide certificates of insurance proving coverage to the

Procurement Officer no later than 30 days prior to the start date of the Contract, and upon each policy anniversary date thereafter. Insurance requirements are:

# of Passengers	Primary Limit Auto Liability	Excess Limit Liability	= Total Limit
3	\$1,000,000	\$4,000,000	\$5,000,000
5	\$1,000,000	\$4,000,000	\$5,000,000
11	\$1,000,000	\$5,000,000	\$6,000,000
15	\$1,000,000	\$7,000,000	\$8,000,000
22	\$1,000,000	\$10,000,000	\$11,000,000

2.12.3. Staffing. The Contractor shall initially staff the transportation and fleet services functions of CHVH based on its technical proposal but considering the chart reflected below The Contractor shall provide schedules for phasing of staffing corresponding initially to its technical proposal. After the contract commences, changes in the staffing shall be made as indicated by changes in the resident census or as needed to meet all contract performance requirements. The staffing levels in the charts are guides that are subject to adjustment as reflected in the Contractor’s technical proposal and as submitted in response to the RFP Section 3. The initial and subsequent changes in staffing levels are subject to Contract Manager approval.

<b><u>POSITIONS</u></b>	<b>Staffing level guide for up to 240CC/144AL</b>
<b>TRANSPORTATION &amp; FLEET SERVICES</b>	
Transportation/Appointments Coordinator	1
Drivers – Medical Appointments	3
Drivers – Medical Appointments PT	1.5 (60 hours per week)
Drivers – Comprehensive Activities	.4 (16 hrs per week)
Drivers – Assisted Living Activities	1
Drivers – Assisted Living Activities PT	.8 (32hours per week)

**2.13 Function: Optional and Miscellaneous Services**

**2.13.1** Optional Services - Barber/Beauty and Massage Therapist.

2.13.1.1 Barber/Beauty and Massage Therapist services shall be provided as ancillary services based on funding with VA Federal Funds (VA State Home Per Diem Reimbursement) through the State Office. These services will be provided, based on funding, at no cost to the veteran resident.

2.13.1.2 Miscellaneous Services – Podiatrist and Urologist

2.13.1.3 Podiatrist and Urologist services are provided to both AL and CC onsite by the doctor at no cost to the State with the doctor billing Medicare/Medicaid, or third party insurance.

2.13.1.4 Staffing. The Contractor shall initially staff the ancillary and miscellaneous functions of CHVH based on its technical proposal but considering the chart reflected below. The Contractor shall provide schedules for phasing of staffing corresponding initially to its technical proposal. After the contract commences, changes in the staffing shall be made as indicated by changes in the resident census or as needed to meet all contract performance requirements. The staffing levels in the charts are guides that are subject to adjustment as reflected in the Contractor’s technical

proposal and as submitted in response to the RFP Section 3. The initial and subsequent changes in staffing levels are subject to Contract Manager approval.

<b><u>Optional Services</u></b>	<b>Staffing level guide for up to 240CC/144AL</b>
Barber/Beauty Shop Provide 1 haircut, shampoo (men) and 1 haircut, shampoo set (women) per month	.4
Massage Therapist 25 Hours per month on AL & also 24 hours per week for Chronic pain management on CC	1
<b><u>Miscellaneous Services</u></b>	
Podiatrist – Twice per month	.1
Urologist – Twice per month	.1

## **2.14 Retainage and Invoices**

### **2.14.1 Retainage**

Dollar amounts tied to specific commitments or obligations in the Contractor’s annual budget or committed for subcontracted repair services or equipment purchases represent specific Contractor responsibilities (See the RFP Section 2.9.1.5) and must be met. These acquisition actions for equipment replacement or repair services will be the subject of review at the monthly maintenance review meeting outlined in the RFP Section 2.9.1.9. Failure to meet a repair or replacement responsibility will be the basis of potentially withholding a portion of the monthly payment to the Contractor equal to the value of the failure to act. If an action with a commitment date is 30 days over due, the Contract Manager may elect to retain an amount from the monthly invoice equal to the commitment. If an action is 60 days or more overdue, the Contract Manager may elect to use the retained amount to acquire the item or service. Repeated failures will be grounds for the Procurement Officer to withhold other payments to the Contractor in accordance with the Contract (RFP Attachment A), Section 4.3.

### **2.14.2 Invoice Format**

A. All invoices must include the following information:

- Name, address and federal tax identification number of the Contractor
- Remittance address
- Invoice period (i.e. the period during which services covered by the invoice were performed)
- Invoice date and invoice number
- Amount due
- An expenditures report or detailed billing report that provides a description of the work performed

B. A pre-authorized representative of the Contractor must sign each invoice. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information. The Contractor’s Account Manager should be the authorized representative that signs each invoice, but the Contractor may choose a different individual, so long as the Contractor notifies

the State of their representative's name, phone number and e-mail address within 15 business days of contract execution.

**2.14.3** Timing of Invoices. The Contractor shall submit invoices on a monthly basis by the 15th of each month for the previous month.

**2.14.4** Bad Debt. The Contractor is expected to absorb a certain level of bad debt for necessary Comprehensive Care services rendered to those for whom third-party coverage is not available or for whom coverage is not total, and the resident or patient is unable or refuses to pay. The Contractor has no legal claim against the State for these bad debts; however the State will pay a fixed Unrestricted Contribution based on the total resident census the Home, the amount of which is to be bid by the Offeror in the Financial Proposal, in an effort to reduce the Contractor's financial liability. The current average amount of bad debt per month is thought to be approximately \$15,000.

**2.14.5** Prohibited Charges. Reimbursement for travel, parking and mileage will not be paid by the State under the terms of the Contract. The only category of services for which billing is allowed are those specified on the Attachment E Price Sheet. No additional surcharges, taxes or fees are permitted.

## **2.15 Insurance**

**2.15.1** The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the contract by the Contractor, its agents, servants, employees or subcontractors.

**2.15.2** The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.

**2.15.3** Within five working days after notice of potential award, the Contractor shall provide a copy of the Contractor's current certificate of insurance, which, at a minimum, shall contain the following:

A) Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

B) General Liability – The Contractor shall purchase and maintain the following insurance protection on an occurrence and/or aggregate basis as applicable for liability claims arising as a result of the Master Contractor's operations under this RFP.

- \$5,000,000 - General Aggregate Limit
- \$5,000,000 - Products/completed operations aggregate limit
- \$1,000,000 - Each Occurrence Limit
- \$1,000,000 - Personal and Accidental Injury Limits
- \$ 500,000 - Fire Damage Limit
- \$ 500,000 - Medical Expense

**2.15.4** The State shall be named as an additional insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities under the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than sixty (60) days advance

notice of any non-renewal, cancellation, or expiration. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least sixty (60) days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland. In the event that the Contractor fails to procure and keep in force at all relevant times hereunder such insurance, the State shall have the right, but not the obligation, to obtain such insurance on behalf of the Contractor and the State shall have the right to withhold the cost of such insurance from any amounts otherwise due to the Contractor. If there are no amounts otherwise due to the Contractor hereunder, the cost of such insurance shall become immediately payable by the Contractor to the State.

**2.15.5 Provide collision and liability insurance for the State-owned vehicles listed above.** Offerors must specify in the Technical Proposal the specific types and dollar amounts of coverage to be provided. The Contractor must provide certificates of insurance proving coverage to the Procurement Officer no later than 30 days prior to the start date of the Contract, and upon each policy anniversary date thereafter. Insurance requirements are:

# of Passengers	Primary Limit Auto Liability	Excess Limit Liability	= Total Limit
3	\$1,000,000	\$4,000,000	\$5,000,000
5	\$1,000,000	\$4,000,000	\$5,000,000
11	\$1,000,000	\$5,000,000	\$6,000,000
15	\$1,000,000	\$7,000,000	\$8,000,000
22	\$1,000,000	\$10,000,000	\$11,000,000

**2.16 Performance Guarantees and Liquidated Damages**

The Contractor must comply with the performance guarantees and liquidated damages as submitted in its proposal. The Contractor shall submit performance reports to the State on a quarterly basis. Performance reporting (Report Card) by the Contractor will be subject to verification by the Contract Manager.

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## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two-Part Submission

Offerors must submit in two separate volumes:

- “Volume I – (TECHNICAL PROPOSAL)”
- “Volume II – (FINANCIAL PROPOSAL)”

### 3.2 Proposals

Volume I – Technical Proposal shall be sealed separately from Volume II – Financial Proposal but submitted simultaneously to the Procurement Officer at the address listed on the Key Information Summary. An unbound original, so identified, and nine copies of each volume are to be submitted. Two electronic versions of both the Volume I – Technical Proposal in MS Word or Excel format and the Volume II – Financial Proposal in Excel format shall also be submitted with the unbound originals, technical or financial volumes, as appropriate. Electronic media shall be submitted on CD and each shall bear a label on the outside containing the RFP title and number, the name of the Offeror, and the volume number (I or II).

### 3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume," which is to be labeled Volume I – Technical Proposal and Volume II – Financial Proposal. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and closing date and time for receipt of the proposals on the outside of the package.

All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

### 3.4 Volume I – Technical Proposal

#### 3.4.1 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The transmittal letter does not need to be bound with the technical proposal. The purpose of this letter is to transmit the proposal(s) and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror Responsibilities in RFP Section 1.26.

#### 3.4.2 Format of Technical Proposal

The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s technical proposal shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Department officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number. The portions of the RFP to which Offeror responses shall be keyed are: Section 2 (Scope of Work), Section 3 (Proposal Format). RFP Section 3.4.2.3 asks you to address each RFP requirement—please key responses for work requirements

in Section 2 using the Section 2 numbering system. If your Section 2 answer is addressed by a specific submission requirement in Section 3, a cross reference to your Section 3 response will suffice as your response here. All other submission requirements in Section 3 should be keyed to the numbering system in Section 3.

The Technical Proposal shall include the following sections in this order:

### **3.4.3 Title and Table of Contents**

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal. *Note: Information which is claimed to be confidential is to be identified after the Title page and before the Table of Contents in the Offeror's Technical Proposal. An explanation for each claim of confidentiality shall be included.*

### **3.4.4 Executive Summary**

3.4.4.1 The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The Executive Summary must affirm the Offeror's capability to have an on-site transition team in place by May 1, 2009 and assume full, effective operation of the Home by July 1, 2009.

3.4.4.2 The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal; exceptions to the required format, terms and conditions of the Financial Proposal must also be clearly identified in the Executive Summary, without disclosing any pricing information. *Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.* If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

### **3.4.5 Offeror Technical Response to RFP Requirements**

3.4.5.1 General Response. The technical proposal must include a detailed response to **Section 2 – Statement of Work**, demonstrating that the Offeror has a comprehensive understanding of the requirements. The Offeror shall accomplish this objective by addressing each RFP requirement in the Technical Proposal and describing how its proposed services will meet those requirements. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the State's needs.

3.4.5.2 Marketing. Additionally, the Offeror should explain how it would market the Home to seek to fill all or most of the 462 available beds. Along with the approach to attract eligible veterans to reside in the Home, the Offeror must explain how it can scale-up its staff and support to effectively handle any census level up to 462.

3.4.5.3 Facility Equipment Provisioning and Repairs. The RFP, Section 2.5.1.3 makes the State responsible for facility improvement, enhancement, purchase, replace or repair of equipment and furniture over a \$2,500 unit price as long as the expenditure is not due to the Contractor or subcontractor's abuse or

neglect. All equipment and furniture purchased shall remain the property of the State with the exception of computers – the Contractor shall provide their own computer systems. However, the RFP provides as an alternative, that Contractor may employ leased equipment or use existing Contractor-owned equipment whose title would remain with the Contractor. Accordingly, the proposal shall detail Contractor-owned equipment and any proposed leasing arrangement to provide equipment required to operate or maintain the Home.

3.4.5.4 Program Management. Offeror shall describe its overall approach of efficiently and effectively managing the operation of the Home. A detailed discussion of the management concepts and methodologies to be employed by the Offeror and the plan of management must be provided. Describe the procedures that will be utilized to maintain high quality care.

3.4.5.5 Quality Assurance Plan. The Offeror will submit a Quality Assurance Plan (QAP), which will outline the Offeror’s proposed approach (methodology) to develop standard operating procedures to ensure that the highest quality of care is provided in the Home. The QAP proposed will be the basis for meeting the requirement in the RFP Section 2.7.3.8. The QAP methodology shall indicate how the Offeror will ensure that all its team members properly employ its standardized approach.

3.4.5.6 Transition Plan. The Offeror shall submit a Transition Plan that provides specific details and timelines specifying exactly how the transition from the incumbent contractor to the new contractor will be effected. The Offeror must demonstrate in the Transition Plan that services to residents will not be disrupted or the residents inconvenienced. The Transition Plan proposed will be the basis for meeting the requirement in the RFP Section 2.6.

3.4.5.7 Performance Guarantees and Liquidated Damages. The Offeror shall propose a package of performance guarantees linked to RFP requirements and a liquidated damages amount associated with the guarantee. See RFP Sections 1.34 and 2.16. The format for the submission is in Attachment S.

### **3.4.6 General Corporate Experience, Qualifications, and Capabilities**

The Offeror shall include information on past experience with similar projects and pertinent corporate resources and shall include the following sections:

A. The Offeror shall describe its overall experience and past performance in providing services similar to those solicited in this RFP, that is to say, operating a veteran’s home. If the Offeror cannot demonstrate experience specific to a veteran’s home, then submit experience and past performance operating both assisted living and comprehensive care programs. This description shall include a summary of the services offered and the number of years the Offeror has provided these services. Descriptions of previous similar contracts/experience must be provided. Provide a detailed account of experience within the past 3 years in operating a combined Comprehensive Care and Assisted Living Facility of at least 100 beds, or at least one separate facility of each type with at least 60 beds each. The ability of the Offeror to successfully operate and manage the facility must be demonstrated. As proof of the cited experience, submit three references for which similar services have been provided. For each identified reference, the Offeror is to provide:

- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The client contact person (name, title, telephone number and if possible e-mail address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

- B. The Offeror shall describe the corporate resources that will be available to support this Contract, that would be available to support the State requirements.
- C. As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal:
- The State contracting entity
  - A brief description of the services/goods provided
  - The dollar value of the contract
  - The term of the contract
  - The State employee contact person (name, title, telephone number and if possible e-mail address)
  - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

The Procurement Officer or a designee will contact the identified State agencies, or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts. Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

### **3.4.7 Key Personnel, Staffing and Qualifications**

3.4.7.1 The Offeror shall identify Key Personnel, including both personnel actually working at the Home, as well as corporate staff who will be involved in the direction, management, or support of the Home. At a minimum, the following shall constitute the Offeror's Key Personnel:

Administrator  
Assistant Administrator  
Director of Marketing (Department Head)  
Director of Admissions (Department Head)  
Director of Information Technology (Department Head)  
Business Office Manager (Department Head)  
Medical Director  
Director of Comprehensive Care Activities (Department Head)  
Director of Nursing for Comprehensive Care (Department Head)  
Assistant Director of Nursing for Comprehensive Care (Department Head)  
Assisted Living Delegating Nurse (Department Head)  
Assisted Living Manager (Department Head)  
Director of Assisted Living Activities (Department Head)  
Director of Human Resources (Department Head)  
Director of Maintenance & Plant Operations (Department Head)  
Director of Rehabilitation (Department Head)  
Director of Dietary Services (Department Head)  
Director of Housekeeping & Laundry (Department Head)  
Director of Social Services (Department Head)  
Director of Safety & of Security (Department Head)  
Transportation Supervisor/Appointment Coordinator (Department Head)

3.4.7.2 Identify key management individuals, including their background, qualifications, and experience, at both the service delivery and corporate levels.

3.4.7.3 The Offeror shall provide resumes including a detailed explanation of the education, training, and relevant experience (preferably recent) for each Key Staff member, including the facility size and nature of previous and/or current experience in Comprehensive Care, Assisted Living, or other facilities for the long term care of the elderly, disabled or chronically ill. Qualifications should be no longer than three pages in length.

3.4.7.4 There should be a detailed description of the techniques to be employed to attract and maintain a sufficient number of properly skilled Home employees. These techniques should demonstrate the capability to meet and exceed all resident regulatory standards at any census level up to full occupancy. They should evidence the capability to maintain a commensurate level of increase between the resident census and the staffing levels so that the census does not have to be capped or reduced due to insufficient staffing. In this regard, the Offeror should describe its intended use of existing Home employees, the proposed salary range and benefits for each category of employee, and the in-service and other training that will be provided to employees throughout the complete term of the contract, including options periods if exercised by the State.

3.4.7.5 The Offerors Technical Proposal must contain a detailed list of all staff positions to be provided (See Sections 2.3 and 2.7 through 2.14). The Offeror must provide the staffing level information including a proposed Home organizational chart showing all employee positions and numbers of each; number and classification of staff on each shift for provision of the services necessary to meet requirements under this proposal. The Offeror must provide manning charts, salary levels, promotion policy, job qualifications and job descriptions, grievance and appeal procedures, annual employee performance evaluation procedures, leave policy, disciplinary procedures, termination and resignation procedures for all employees who work at the Home, to include full time subcontractors. Offerors should provide schedules for phasing of staffing in their technical proposals. Finally, the proposal shall describe the triggers for increased/decreased staffing if the census increases or decreases from the current level. The description shall allow staffing changes to be nearly automatic and predetermined based on the Offeror's technical proposal. The presumption is that an increased census will increase revenues but that more staffing will be needed to provide the same level of care and meet the same performance standards.

3.4.7.6 The Offeror shall provide resumes for key personnel/department heads reflected in the RFP Section 2.3 and 3.4.7.1, above, identifying the positions they will hold, and their qualifications.

### **3.4.8 Subcontractors**

Offerors shall identify all subcontractors and the role these subcontractors will have in the performance of the contract and the reasons these subcontractors are qualified to provide the required services. Please also note MBE requirements in Section 1.12 and Attachment D, "Minority Business Enterprise." Please identify which positions in the staffing charts which are to be filled by subcontractors and list the subcontractors with the associated positions.

### **3.4.9 Economic Benefit Factors**

The Offeror shall describe the benefits that will accrue to the State economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the Financial Proposals with this technical information):

- A. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.

- B. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- C. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- D. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror’s proposal.

#### **3.4.10 Responsibility**

Additional information is necessary for the State to determine that the Offeror has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance:

- A. Describe any litigation and/or government action taken, proposed or pending against your company or any entities of your company during the most recent five (5) years.
- B. A declaration stating whether the Offeror or their parent company have filed for Chapter 11 or Chapter 7 within the past 36 months. If such a filing has occurred, details and current status should be provided.
- C. Provide an insurance certificate based on the coverage requirements in the RFP Section 2.15.
- D. Provide evidence that the Offeror has financial capacity to provide the services, including:
  - Copies of the last two (2) year end audited financial statements (independently audited preferred) or best available equivalent report and an analysis of those financial statements/reports. The financial statements must be for the entity proposing to provide services under this contract and not for any prospective owners or parent companies not directly involved in the provision of services.
  - Abbreviated profit and loss statements and abbreviated balance sheets for the last two years.

<b>3.5 Volume II – Financial Proposal</b>
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The Offeror must submit the Financial Proposal under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal. The Financial Proposal shall address all appropriate financial information. One original unbound copy, six bound copies, and one electronic copy shall be submitted, containing the following:

- A. The “Price Sheet” provided in Attachment E, will be used to submit the Financial Proposal.
- B. A budget for the first contract year with the projected expenses upon which the Offeror’s proposal is based. The budget should be broken down by the functional areas and services to be provided, and be as specific as possible.

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## **SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE**

### **4.1 Evaluation**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary.

### **4.2 Technical Criteria**

The criteria to be applied to each Technical Proposal are listed below in descending order of importance:

- Offeror Technical Response to RFP Requirements. An Offeror’s response to work requirements in the RFP shall illustrate a comprehensive understanding of the work requirements to include an explanation of the methodology and how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. Key elements of the response include marketing, facility equipment and repairs, program management, quality assurance plan (QAP), transition plan and performance guarantees. For the QAP, the State will be evaluating basic principles of the approach; the steps involved in developing the methodology; a description of all procedures and interventions that will support the methodology; the quality control and product assurance techniques employed; and the management procedures used. For the performance guarantees, the more comprehensive and restrictive conditions offered will earn a higher ranking. (RFP Section 3.4.5).
- General Corporate Experience, Qualifications and Capabilities (RFP Section 3.4.6).
- Key Personnel, Staffing and Qualifications (RFP Section 3.4.7)
- Subcontractors (RFP Section 3.4.8)
- Economic Benefit Factors (RFP Section 3.4.9)

### **4.3 Financial Criteria**

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed within the stated guidelines.

Information in the Offeror’s Financial Proposal which is claimed to be confidential is to be clearly identified. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal.

### **4.4 Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement Contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal Base of Operations, or principal site that

will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

## **4.5 Selection Procedures**

### **4.5.1 General Selection Process**

The Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

### **4.5.2 Selection Process Sequence**

- The first step in the process will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a Contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- Offerors shall confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- The Financial Proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the Financial Proposals of qualified Offerors, the Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.
- When in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

### **4.5.3 Award Determination**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

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# ATTACHMENTS

**ATTACHMENT A** – The State’s contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.

**ATTACHMENT B** – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror’s technical proposal.

**ATTACHMENT C** – Contract Affidavit. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

**ATTACHMENT D** – Minority Business Enterprise Participation. This is provided with the RFP for information purposes.

**ATTACHMENTS D-1 and D-2** – MBE Utilization and Fair Solicitation Affidavit and MBE Participation Plan. These forms must be submitted with the Offeror’s technical proposal.

**ATTACHMENTS D-3 and D-4** – Other MBE forms. These must be submitted to the Procurement Officer by the selected Offeror within 10 working days of notification of proposed contract award

**ATTACHMENTS D-5 and D-6** – Other MBE forms. These are submitted monthly after award.

**ATTACHMENT E** – Price Sheets and Instructions

**ATTACHMENT F** – VA Operating Standards for Assisted Living/Domiciliary Care

**ATTACHMENT G** – VA Operating Standards for Comprehensive Care

**ATTACHMENT H** – Charlotte Hall Veterans Home Eligibility Requirements for Admission of Assisted Living and Comprehensive Residents

**ATTACHMENT I** – Resident’s Bill of Rights Regulations

**ATTACHMENT J** – Living Wage Requirements for Service Contracts

**ATTACHMENT K** – Living Wage Affidavit of Agreement

**ATTACHMENT L** – Electronic Funds Transfer

**ATTACHMENT M** – Pre-Proposal Conference Response Form

**ATTACHMENT N** – Sample Contractor Reports

**ATTACHMENT O** – Resident Data Base Sample Form

**ATTACHMENT P** – Existing Home Policies

**ATTACHMENT Q** – Inventory of State-Owned Equipment

**ATTACHMENT R** – Performance, Bid and Payment Bonds

**ATTACHMENT S** – Performance Guarantees and Liquidated Damages

**ATTACHMENT T** – Charlotte Hall Veterans Home Floor Plans

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**Attachment A – Contract MDVA-CHVH-08-01**

**Management Services for the Charlotte Hall Veterans Home**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between \_\_\_\_\_ and the State of Maryland, acting through the Maryland Department of Veterans Affairs.

IN CONSIDERATION of the promises and the covenants contained herein, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract” means this Contract for Management Services for the Charlotte Hall Veterans Home.
- 1.2 “Contractor” means \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_.
- 1.3 “Contract Manager” means the individual identified in section 1.11 of the RFP or a successor designated by the Department.
- 1.4 “Department” means the Maryland Department of Veterans Affairs.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_, 2009.
- 1.6 “Procurement Officer” means the individual identified in section 1.11 of the RFP or a successor designated by the Department.
- 1.7 “RFP” means the Request for Proposals MDVA-CHVH-08-01 for Management Services for the Charlotte Hall Veterans Home, dated November 21, 2008.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_ as supplemented and revised by the Contractor’s subsequent responses to questions, requests for cure, and BAFO submitted through \_\_\_\_\_, 2009.

**2. Scope of Work**

- 2.1 The Contractor shall provide management services for the management and operation of the Charlotte Hall Veterans Home, as more fully described in the RFP and the Contractor’s Technical Proposal. These services shall be provided in accordance with this Contract and the following exhibits, which are incorporated herein by reference:

Exhibit A – RFP.

Exhibit B – Technical Proposal.

Exhibit C – Financial Proposal.

Exhibit D – Contract Affidavit.

- 2.2 If there are any inconsistencies between this Contract and Exhibits A, B, C, and D, the terms of this Contract shall control. If there is any conflict among the Exhibits, Exhibit A shall control.
- 2.3 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes article of this Contract. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### **3. Time for Performance.**

Unless terminated earlier as provided in this Contract, the term of this Contract shall begin on May 1, 2009 with a two-month transition period and shall end on June 30, 2014 with one two-year renewal option. The Contractor will not assume total responsibility for the operation of CHVH until the transition period ends on July 1, 2009.

### **4. Consideration and Payment**

- 4.1 Payment to the Contractor pursuant to this Contract shall be in accordance with the Contractor's Attachment E price sheet and the RFP Section 2.14. The Contractor shall not receive any other payment for implementation and administrative services.
- 4.2 The Contractor's federal tax identification number is \_\_\_\_\_, which must be reflected on any invoice submitted to the State. The Contractor's eMarylandMarketplace identification number is \_\_\_\_\_. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after such payment is due as provided in the RFP. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Electronic funds transfer will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

### **5. Rights to Records**

- 5.1 The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this

Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **6. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law. This provision shall not be read to limit confidentiality provisions and obligations provided in the RFP.

## **7. Non-Hiring of Employees**

No official or employee of the State of Maryland or any unit thereof, as those terms are defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **8. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the

Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **9. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

## **10. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified person with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **11. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or bona fide agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or bone fide agent, any fee or other consideration contingent on the making of this Contract.

## **12. Non-availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

## **13. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

## **14. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

#### **15. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### **16. Suspension of Work**

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

#### **17. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### **18. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### **19. Political Contribution Disclosure**

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout

the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

**20. Retention of Records.**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This provision shall survive expiration of this Contract.

**21. Compliance with Laws.**

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**22. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

**23. Living Wage**

A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

- 23.1 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. If Contractor is an out of state contractor, this contract is deemed to be a Tier 1 Contract.
- 23.2 The Contractor shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered



employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- 23.3 The Contractor shall make any subcontractor on this Contract aware of the Living Wage law requirements.

## **24 Commercial Non-Discrimination**

24.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

24.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department of Budget and Management, in all subcontracts.

24.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

## **25. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 5 through 7, and 9 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

## **26. Indemnification**

- 26.1 The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 26.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 26.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 26.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## **27. Prompt Payment Requirements to Subcontractors**

27.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified
- (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

27.2. An "undisputed amount" means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

27.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

27.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

27.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

(b) This verification may include, as appropriate:

- i. Inspecting any relevant records of the Contractor;
- ii. Inspecting the jobsite; and
- iii. Interviewing subcontractors and workers.
- iv. Verification shall include a review of:

- a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
- b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

(c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

(d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

- i. Terminate the contract;
- ii. Refer the matter to the Office of the Attorney General for appropriate action; or
- iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

(e) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## **28. Administrative**

**28.1 Procurement Officer.** The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

**28.2 Notices.** All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

### **If to the State:**

Director, Veterans Home Program  
Maryland Department of Veterans Affairs  
Charlotte Hall Veterans Home  
29449 Charlotte Hall Road  
Charlotte Hall, Maryland 20622  
Attn: Sharon Mattia

### **If to the Contractor:**

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

\_\_\_\_\_

**IN WITNESS THEREOF**, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND  
BY: MARYLAND DEPARTMENT OF  
VETERANS AFFAIRS

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved for form and legal  
sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BPW Item #)

**Attachment B – Bid/Proposal Affidavit**

(Authorized Representative and Affiant)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination.” Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise

taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;



- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
  - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ) (foreign ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

\_\_\_\_\_

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

\_\_\_\_\_

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission

of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

(Authorized Representative and Affiant)

**Attachment C – Contract Affidavit**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_(title) and the duly authorized representative of \_\_\_\_\_(business) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_) (foreign\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name:\_\_\_\_\_ Address:\_\_\_\_\_.

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the Contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By:\_\_\_\_\_ (Authorized Representative and Affiant)

## Attachment D – Minority Business Enterprise Participation

### PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

To meet the goal using MBE subcontractors, all Prime Contractors shall:

- ❑ Identify work areas for subcontracting
- ❑ Solicit minority business enterprises through written notice or personal contact
- ❑ Help minority businesses meet bonding requirements or grant them a waiver of bonding requirements
- ❑ Identify their MBE subcontractors at the time they submit their bids or proposals

### MBE GOAL AND SUB GOALS

- ❑ An MBE subcontract participation goal of **20%** percent of the total value of the contract. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the Contract will be performed by certified minority business enterprises unless a waiver is requested.

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the Contract will be performed by certified minority business enterprises as specified.

- ◆ A prime Contractor — including an MBE prime Contractor — shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. (COMAR 21.11.03.09C(2))
- ◆ A prime Contractor comprising a joint venture that includes MBE partner(s) shall accomplish the MBE subcontract goal with certified MBE subcontractors.

### SOLICITATION AND CONTRACT FORMATION

- ◆ A Bidder or Offeror shall include with its bid or offer:
  - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
  - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the percentage of Contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

- a. **COMAR 21.11.03.09C(5) The failure of an bidder to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the bid is not responsive.**
  - b. **COMAR 21.11.03.09C(6) The failure of an Offeror to complete and submit the MBE utilization affidavit and the MBE participation schedule shall result in a determination that the proposal is not susceptible of being selected for award.**
- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer.
- (1) Outreach Efforts Compliance Statement (Attachment D-3)
  - (2) Subcontractor Project Participation Statement (Attachment D-4)
  - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it shall submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
  - (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

**NOTE: If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.**

## **MBE REPORTING INSTRUCTIONS**

### **Prime Contractor shall:**

1. Submit by the 15th of each month to the Department a separate report (Attachment D-5) for each Subcontractor. The report shall list:
  - a) all payments made to the MBE subcontractor during the previous 30 days
  - b) any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its written agreements with the MBE subcontractors as listed on the MBE Participation Schedule a requirement that those subcontractors submit monthly to the Department a report (Attachment D-6) that identifies the prime Contract. The D-6 report shall list:
  - a) all payments received from the Prime Contractor during the previous 30 days; *and*
  - b) any outstanding invoices to include number and date, and the invoice amount.
3. In completing the Attachments D-5 and D-6 each month, the Contractor and Subcontractors shall report both the full amount of MBE participation and the attributable amounts of MBE participation for each MBE to the State Contract. If any Offeror is awarded a contract in more than one functional area, the requirements in connection with the MBE subcontracting

goal and Attachment D submissions are determined on a per-contract basis. If an MBE performs services on more than one Functional Area (PPO, POS, HMO), the Contractor must separately report the portion of the work for each contract and may not duplicate reporting of payments to the MBE.

4. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. **Subcontract agreements documenting the work performed by all MBE participants shall be retained by the Contractor and furnished to the Procurement Officer on request.**
5. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. **Contractor shall retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.**
6. At the option of the Procurement Agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

#### **Attachments**

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (shall be submitted with bid or offer)
- D-2 MBE Participation Schedule (shall be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (shall be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (shall be submitted monthly by the MBE subcontractor)

## Attachment D-1: Certified MBE Utilization and Fair Solicitation Affidavit

### Affidavit

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not susceptible of being selected for award. (COMAR 21.11.03.09C(5) and 21.11.03.09C(6) )**

In conjunction with the bid or offer submitted in response to Solicitation No. MDVA-CHVH-08-01, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 20% percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent awardee, I shall submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.



**Certified MBE Utilization and Fair Solicitation Affidavit (Continued)**

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**Attachment D-2: MBE Participation Schedule**

**MBE Participation Schedule**  
*(for submission with bid or proposal)*

**This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not susceptible of being selected for award.**

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/NAICS</i>	
<i>Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/NAICS</i>	
<i>Percentage of Total Contract</i>	
Minority Firm Name	MBE Certification Number
<i>Work To Be Performed/NAICS</i>	
<i>Percentage of Total Contract</i>	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)

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

Attachment D-2—MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/NAICS	
Percentage of Total Contract	

**Attachment D-3: Outreach Compliance**

**Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to Solicitation No. MDVA-CHVH-08-01, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these Subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)
  
- This project does not involve bonding requirements.
  
5.  Bidder/Offeror did/did not attend the pre-bid/proposal conference  
 No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment D-4: Subcontractor Project Participation**

**Subcontractor Project Participation Statement**

**Submit one form for each MBE  
Listed on the MBE Participation Schedule**

Provided that \_\_\_\_\_ is awarded the State Contract in conjunction with  
(Prime Contractor Name)  
Solicitation No. MDVA-CHVH-08-01, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a Contract by which Subcontractor shall:

(Describe work) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment D-5: Prime Contractor Report**

**This form is to be completed monthly by the prime contractor.**

**Maryland Department of Veterans Affairs  
Minority Business Enterprise Participation  
Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____	Contract #:
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10<sup>th</sup> of the month following the month the services were provided.</b>	Contract Amount:
	MBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		

Subcontractor Services Provided:			
<b>List all payments made to MBE Subcontractor named above during this reporting period:</b>		<b>List dates and amounts of any outstanding invoices:</b>	
	<u>Invoice#</u>	<u>Amount</u>	
1.			1. <u>Invoice #</u>
2.			2.
3.			3.
<b>Total Dollars Paid: \$</b> _____		<b>Total Dollars Unpaid: \$</b> _____	

\*\*If more than one MBE Subcontractor is used for this Contract, you shall use separate D-5 forms.

**\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Dinah Sigmon Charlotte Hall Veterans Home 29449 Charlotte Hall Road Charlotte Hall, Maryland 20622 DSigmon@charhall.org Signature: _____ Date: _____	Sharon Mattia Charlotte Hall Veterans Home 29449 Charlotte Hall Road Charlotte Hall, Maryland 20622 SMattia@charhall.org Signature: _____ Date: _____
---	--

**Attachment D-6: Subcontractor Report**

**Maryland Department of Veterans Affairs**  
 Minority Business Enterprise Participation  
 Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:																															
Address:																															
City:	State: Maryland	ZIP:																													
Phone:	FAX:																														
<b>Subcontractor Services Provided:</b>																															
<b>List all payments received from Prime Contractor during reporting period indicated above.</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td><b>Total Dollars Paid: \$</b></td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b>	_____		<b>List dates and amounts of any unpaid invoices over 30 days old.</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td><b>Total Dollars Unpaid: \$</b></td> <td colspan="2">_____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b>	_____	
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
<b>Total Dollars Paid: \$</b>	_____																														
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
<b>Total Dollars Unpaid: \$</b>	_____																														
Prime Contractor:		Contact Person																													

**\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Dinah Sigmon Charlotte Hall Veterans Home 29449 Charlotte Hall Road Charlotte Hall, Maryland 20622 DSigmon@charhall.org  Signature: _____ Date: _____	Sharon Mattia Charlotte Hall Veterans Home 29449 Charlotte Hall Road Charlotte Hall, Maryland 20622 SMattia@charhall.org  Signature: _____ Date: _____
---	--

## Attachment E – Price Sheet and Instructions

### General Instructions:

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and a Price Form have been prepared. Offerors shall submit their price proposal on the form in accordance with the instructions on the form and as specified herein. Do not alter the forms or the price proposal shall be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

Offerors are required to record the fully loaded prices they are proposing for each listed item, and compute the total. The price form is used to calculate the Offeror's TOTAL PRICE.

- A) All Fixed and Unit Prices for hourly rates must be clearly entered with dollars and cents, ex., \$24.15
- B) All Fixed and Unit Prices must be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be .34 and .345 shall be .35.
- D) All goods or services required or requested by the State and proposed by the Offeror at No Cost to the State must be clearly entered in the Unit Price and Extended Price with \$0.00.
- E) Every blank in the price sheet shall be filled in.
- F) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.
- G) ***It is imperative that the prices included on the Price Proposal Form be entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Proposal Form.***

### Special Instructions:

The price sheet has four elements, each of which is explained below. It is important to note the price sheet is a model which when filled in will produce a calculated amount that will be used to rank financial proposals.

#### 1. Transition Period

Enter the price for the transition period of May 1, 2009 through June 30, 2009. During the transition period, it is possible two contractors will be working simultaneously. The incumbent will be preparing to close its operations and the new contractor will be preparing to assume total responsibility for operating and maintaining the Home on July 1, 2009. The State anticipates the bulk of the workforce will transfer from the incumbent to the new contractor. Because the new contract has new requirements, the incumbent, should it be successful, will still need to meet transition requirements specified in the RFP Section 2.6. The total fixed price for the transition period shall be entered in Line 1 under Price

#### 2. Assisted Living and Comprehensive Care

Enter the price for operating and maintaining the Home for the first full contract year expressed in per resident daily rates for the three Assisted Living levels of care, and per resident daily rates for eight Comprehensive Care levels of care. The model uses the existing census for the purposes of the price



model. Although the price sheet associates price with the number of residents, all aspects of operations and maintenance as described in the RFP Section 2 should be priced. Except for the Monthly Unrestricted Contribution (see Unrestricted Contribution section), no other pricing for operations and maintenance will be allowed; therefore, the price offered here should be inclusive of all cost, overhead and profit elements for the Home.

- **Assisted Living Pricing Considerations**

The Offeror will propose an annual fixed daily Assisted Living Care rate for each level of Assisted Living Care for the period of July 1, 2009 through June 30, 2014, and for the option years of July 1, 2014 through June 30, 2016. The Contract year shall begin on July 1 and end on June 30 of each year.

The rate must include, at a minimum, all required care and services contained in *Section 2, Scope of Work*, and as defined by and in accordance with both VA standards and State Regulations (COMAR 10.07.14). Unit rates will be considered to be firm and fixed, and are only subject to adjustment as described in the RFP Section 1.5.

Payments to the Contractor for the Assisted Living Program will consist of:

- A. VA Per Diem, currently \$34.40 (as of October 2008), to be collected by the State and paid to the Contractor monthly as remitted by the VA.
- B. Resident payments are computed by the State Staff as part of the admission process. Collection of resident payments will be the sole responsibility of the Contractor.
- C. State Per Diem Subsidies are paid to the Contractor by the State on a monthly basis. An individual subsidy rate will be derived for each resident upon admission and reassessed annually thereafter according to the following formula:

The State per diem subsidy equals:

Contractor daily cost of care rate less the VA per diem subsidy, less the resident payment.

The sum of Lines 2-4 shall be entered in the “Subtotal for Assisted Living” in Line 5 in the far right column.

- **Comprehensive Care Pricing Considerations**

The Contractor will be required to provide, at a minimum, all required care and services contained in Section 2, Specifications, and as defined by and in accordance with both VA standards and State regulation (COMAR 10.07.02) for Comprehensive Care.

The Offeror will propose an annual fixed daily Comprehensive Care rate for each level of Comprehensive Care for the period of July 1, 2009 through June 30, 2014, and for the option years of July 1, 2014 through June 30, 2016. In addition, for these same periods the Offeror must list a per resident daily cost offset, if any, to be paid by the State. The Contract year shall begin on July 1 and end on June 30 of each year.

The rate must include, at a minimum, all required care and services contained in the RFP Section 2, specifications, and as defined by and in accordance with both VA standards and State Regulations (COMAR 10.07.02). Unit rates will be considered to be firm and fixed, and are only subject to adjustment as described in the RFP Section 1.5. The Contractor may request a dollar for dollar reimbursement for reductions in reimbursement rates by Medicare/Medicaid (i.e., the reimbursement rate is reduced from \$160 to \$155 per day for a level of care).

Contractor reimbursement for Comprehensive Care will consist of:

A. VA Per Diem, currently \$74.42 (as of October 2008), to be collected by the State and paid to the Contractor monthly as remitted by the VA.

B. Resident Payments, both in part (under the spend-down provision of Medical Assistance) or in full. The Contractor must specify in the price proposal the rates to be charged for all services to be provided.

Collection of resident payments will be solely the responsibility of the contractor.

C. Collection of Medicare, Medical Assistance and other third-party payments is solely the responsibility of the Contractor.

The sum of Lines 6-13 shall be entered in Line 14 and the sum of Lines 5 and 14 shall be entered in Line 15

### **3. Monthly Unrestricted Contribution.**

Enter the price for the annualized monthly Unrestricted Contribution with weights for the purposes of the price model. Please note the fee is dependent upon the average census level. The presumption is that higher census levels will generate more revenue and based on economies of scale, more profit and possibly a lower overhead rate. Although pricing can be derived and entered at the discretion of the Offeror, a reasonable expectation is that the Unrestricted Contribution would go down as the census goes up.

The sum of Lines 16 through 23 represent a weighted monthly Unrestricted Contribution and shall be entered in Line 24 in the far right column. The amount in Line 24 shall be multiplied by 12 to arrive at an annual figure and entered in Line 25 in the far right column. The monthly Unrestricted Contribution for line 18 shall be no more than 20% higher than line 19. The monthly Unrestricted Contribution for line 17 shall be no more than 20% higher than line 18. The monthly Unrestricted Contribution for line 17 shall be no more than 30% higher than line 18.

### **4. Optional Positions**

Enter the price for optional positions in lines 26 and 27 expressed in terms of an hourly rate which is annualized for the purposes of the model. Enter the sum of lines 26 and 27 in Line 28 in the far right column.

### **Total Evaluated Price**

Enter the sum of lines 1, 15, 25 and 28 in Line 29. This figure represents the total evaluated price and shall be used to rank financial proposals. Sign and date completed price form.

**Attachment F – VA Operating Standards for Assisted Living/Domiciliary Care**

Distributed under separate cover.

The document is entitled: “*Guide for Inspection of State Veterans Homes: Domiciliary Care Standards*”, Undated, Government Printing Office Reference Number 1990/279-414

**Attachment G – VA Operating Standards for Comprehensive Care**

Distributed under separate cover.

The document is entitled: “*State Veterans Home, Nursing Home Program Interim Revised Interpretive Guidelines*” dated November 13, 2003

## Attachment H – Charlotte Hall Veterans Home Eligibility Requirements for Admission of Assisted Living and Comprehensive Care Residents

You may download Charlotte Hall Veterans Home Eligibility Requirements for Admission of Assisted Living and Comprehensive Care Residents here:


[http://www.dsd.state.md.us/comar/title\\_search/searchTitle35.htm](http://www.dsd.state.md.us/comar/title_search/searchTitle35.htm)

Enter 35.04.01.01 through .04 separately on the screen to print all four subsections of COMAR 35.04.01

**Title 35**  
**Department of Veterans Affairs**

Search through Title 35 ONLY

Search COMAR for:

 Examples

Enter text you wish to locate in the box provided and click on the search button to locate all the occurrences of that text in available COMAR documents. FOR a more detailed explanation and examples of other search techniques, click on the Examples button located on this page.

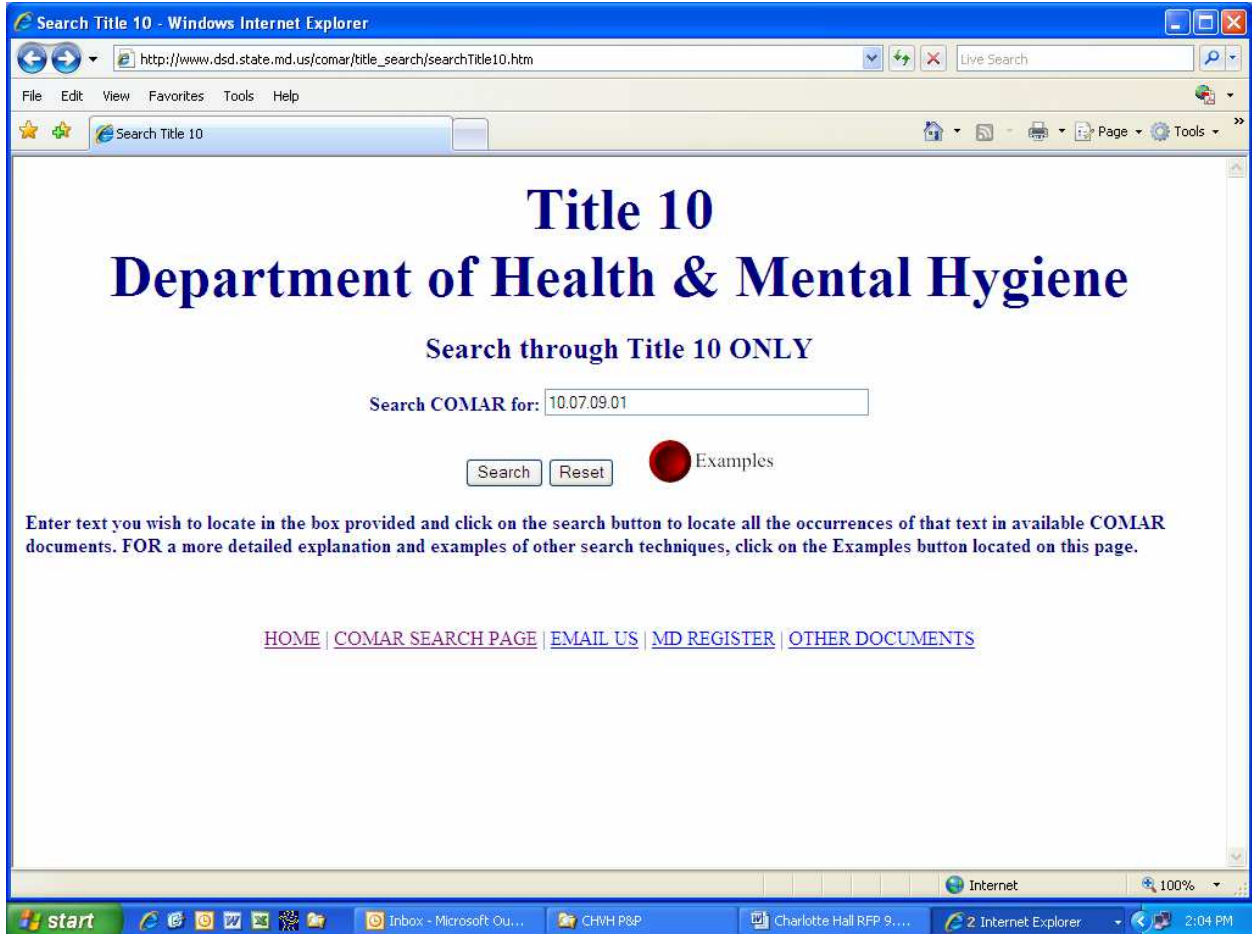
[HOME](#) | [COMAR SEARCH PAGE](#) | [EMAIL US](#) | [MD REGISTER](#) | [OTHER DOCUMENTS](#)

## Attachment I – Resident’s Bill of Rights Regulations

You may download the Resident’s Bill of Rights Regulations here:

[http://www.dsd.state.md.us/comar/title\\_search/searchTitle10.htm](http://www.dsd.state.md.us/comar/title_search/searchTitle10.htm)

Enter 10.07.09.01 through .20 separately on the screen to print all twenty subsections of COMAR 10.07.09



## Attachment J – Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (A) services with a Public Service Company;
    - (B) services with a nonprofit organization;
    - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.



**Attachment K – Living Wage Affidavit of Agreement**

**Maryland Living Wage Requirements-Service Contracts**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

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

Submit This Affidavit with Bid/Proposal

**Attachment L – Electronic Funds Transfer**

**State of Maryland  
Comptroller of Maryland**

**Vendor Electronic Funds Transfer (EFT) Registration Request Form**

Date of request \_\_\_\_\_

**Business identification information (Address to be used in case of default to check):**

Business/Individual name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code

**Taxpayer identification number:**

Federal Employer Identification Number:

(or) Social Security Number:

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

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

**Financial institution information:**

Name and address \_\_\_\_\_

\_\_\_\_\_

Contact name, phone number (include area code) \_\_\_\_\_

\_\_\_\_\_

ABA number

Account number

Account type  Checking  Money Market  Savings

**Format Desired:** \_\_\_\_\_ CCD+ \_\_\_\_\_ CTX\* \_\_\_\_\_ EDI\* (Check one.)

**\*Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.**

**A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.**

COT/GAD X-10

**Transaction requested:**

- 1. \_\_\_ Initiate all disbursements via EFT to the above account.
- 2. \_\_\_ Discontinue disbursements via EFT, effective \_\_\_\_\_
- 3. \_\_\_ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by \* \_\_\_\_\_ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company’s account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

\*Name of registering business entity

\_\_\_\_\_  
Signature of individual, company treasurer, controller, or chief financial officer and date

**Completed by GAD/STO**

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_

\_\_\_\_\_  
State Treasurer’s Office approval date

\_\_\_\_\_  
General Accounting Division approval date

**To Requestor:**

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller’s and Treasurer’s Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

**Please submit form to:** EFT Registration, General Accounting Division  
Room 205, P.O. Box 746  
Annapolis, Maryland 21404-0746  
(or) Fax: 410-974-2309

Instructions: Electronic Funds Transfer instructions are located:  
<http://compnet.comp.state.md.us/General%5FAccounting%5FDivision/Vendors/Electronic%5FFunds%5FTransfer/>

Questions may be requested by email, [gad@comp.state.md.us](mailto:gad@comp.state.md.us). Or call 1-888-784-0144.

COT/GAD X-10

**Attachment M – Pre-Proposal Conference Response Form**

Project No. MDVA-CHVH-08-01

**Management Services for the Charlotte Hall Veterans Home**

A Pre-Proposal Conference will be held at 10:00 AM, on December 4, 2008 at 29449 Charlotte Hall Road, Multi-Purpose Room, D Wing Entrance, Charlotte Hall, MD 20622. Please return this form by 4:00 PM December 1, 2008 advising whether or not you plan to attend.

Return or fax this form to the Procurement Officer:

Sharon Mattia  
29449 Charlotte Hall Road  
Charlotte Hall, Maryland 20622  
FAX: 301-884-8036  
For directions, call Dinah Sigmon  
Charlotte Hall Veterans Home  
301-884-8171, x 1400#

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.

\_\_\_\_\_ No, we will not be in attendance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## Attachment N – Sample Reports

Distributed under separate cover.

All reports listed below shall be approved by the Contract Manager for content, format and frequency before July 1, 2009. This list can be added to and modified at anytime during the contract period by the Contract Manager.

1. Complaint Report – To include resolution (2.2.23)
2. Significant Event/Incident Report (2.2.26)
3. Staffing Report – To include vacancies and staffing number and classification on each shift (2.3.8)
4. Annual Audit Report (2.7.4.3)
5. Joint Inventory – to be completed by outgoing Contractor and the State and Incoming Contractor and the State (2.7.4.6)
6. Quarterly Sales Report from Resident Store (2.7.4.9)
7. Quarterly In-service and Training Schedule Report – To include what is offered and who attended (2.2.16)
8. Marketing/Demographics Report (2.7.27)
9. Annual Operating Budget (2.7.4.2)
10. Volunteer Report – To include hours, individuals/organizations who support the Home, Volunteer In-Service, activities support through volunteer hours (2.7.7.6)
11. Quality Assurance Plan (QAP) 2.7.3.8)
12. Contractor Equipment/Property Purchase Report (2.9.1.5)
13. Monthly Pest Control Report (2.9.1.7)
14. Daily Resident Census (2.7.1.5)
15. Maintenance/Facility Project Status Report (2.7.1.5)
16. Preventive Maintenance Reports (2.7.1.5)
17. Employee Satisfaction Survey Report
18. Resident & Family Satisfaction Survey Report
19. Resident Data Sheet – Upon Admission of Each resident for AL and COMP

**Attachment O – Resident Data Base Sample Form**

Charlotte Hall Veterans Home Resident Data Information

Are you a past resident of CHVH: Yes No When were you at CHVH: \_\_\_\_\_  
Demographics (Please Circle)

Race: White ~ Black ~ Asian ~ Hispanic ~ Alaskan ~ American Indian ~ Other

First Name MI Last Name Social Security Number

Sex: Male ~ Female

Date of Birth Entered Service Discharged Service Interviewed for AL  
/ / / / / / / /

Maryland County You Resided In Before Admission:

Allegany ~ Anne Arundel ~ Baltimore County ~ Baltimore City ~ Calvert ~ Caroline ~ Carroll ~ Cecil ~ Charles ~ Dorchester ~ Frederick ~ Garrett Harford ~ Howard ~ Kent ~ Montgomery ~ Prince George's ~ Queen Anne ~ St. Mary's ~ Somerset ~ Talbot ~ Washington ~ Wicomico ~ Worcester

Religion:

Baptist ~ Catholic ~ 7th Day Adventist Christian ~ Episcopalian ~ Jehovah Witness ~ Other Jewish ~ Lutheran ~ Methodist ~ Mormon ~ Muslim ~ NONE ~ Pentecostal ~ Presbyterian ~ Protestant

Retired Military:

Yes ~ No ~ Unknown POW: Yes ~ No ~ Unknown

Is this veteran service connected:

Yes ~ No ~ Unknown Unknown

Status: Assisted Living - Level I – II - III or Skilled Nursing Care

Memberships: (Please Circle All That Apply)

29th Division ~ American Legion ~ AMVETS ~ Catholic War Veterans ~ Cooties ~ DAV ~ ELKS ~ Fleet Reserve ~ Jewish War Veterans ~ Knights of Columbus ~ Lions Club ~ Marine Corps League ~ Masons ~ Military Officers Association of America (MOAA) ~ Military Order of the Purple Heart ~ Moose Lodge Order of the Eastern Star ~ Paralyzed Veterans of America ~ Pearl Harbor Survivors ~ Reserve Officers Association ~ Rotary International ~ Shrine ~ Sons of American Legion ~ Veterans of Foreign Wars ~ Unknown/None

Service Branch:

Air Force ~ Army ~ Coast Guard ~ Marine Corps ~ Merchant Marines ~ Navy

Veteran of:

Iraqi (Operation Iraqi Freedom – OIF) ~ Afghanistan (Operation Enduring Freedom – OEF) ~ Grenada ~ Korean War ~ Lebanon ~ Panama ~ PEACE TIME ~ Persian Gulf War ~ Vietnam War ~ World War I ~ World War II ~ None/Unknown

Service Medals:

(Air Force) Air Force Cross ~ (Army) Distinguished Service Cross ~ (Navy/Marines) Navy Cross ~ Bronze Star ~ Distinguished Flying Cross ~ Medal of Honor ~ Purple Heart ~ Silver Star ~ None/Unknown Form Completed By:

Entered in Computer

Date

**Attachment P – Existing Home Policies**

Published under separate cover.



## Attachment Q – Inventory of State-Owned Equipment

The Inventory Report has 4000 lines printed on 234 pages. The value of the inventory is \$3.3 million for 6,692 items. The first page of the report is shown below and the entire report can be obtained on a CD-ROM (file size about 30mb) upon request from the Procurement Officer.

Asset Track Summary Report - Inventory Report By Barcode, Building, Room and Old Tag Sequenced by Barcode, Building, Room and Old Tag									
Barcode	Old Tag	Sensitivity	Building	Room	Description	Create Date	Last Invented	Acquisition Cost	
00004006	N/A		C	102B	GLIDER	4/9/2003	4/14/2008	\$3,535.00	
00004013	2528	N	M	116	CHAIR, OFFICE	11/16/1984	4/14/2008	\$183.00	
00004014	2533	N	P O BLD	105B	COAT RACK	11/16/1984	4/14/2008	\$126.96	
00004017	2555	N	A	223	CHAIR, OFFICE	11/19/1984	4/14/2008	\$183.00	
00004027	2579	Y	P O BLD	GROUND	CHAIR	11/20/1984	4/14/2008	\$264.26	
00004028	2582	Y	P O BLD	GROUND	CHAIR	11/20/1984	4/14/2008	\$264.26	
00004029	2583	Y	P O BLD	GROUND	CHAIR	11/20/1984	4/14/2008	\$264.26	
00004030	2584	Y	P O BLD	GROUND	CHAIR	11/20/1984	4/14/2008	\$264.26	
00004033	2619	N	M	303	TABLE, 6FT FOLDING	11/21/1984	4/14/2008	\$218.59	
00004035	2645	N	A	152	TABLE, END	11/23/1984	4/14/2008	\$150.34	
00004040	N/A		B	124	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004041	N/A		A	119	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004042	N/A		B	230	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004043	N/A		C	330	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004044	N/A		B	225	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004045	N/A		B	319	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004046	N/A		B	213	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004047	N/A		B	137	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004048	N/A		C	309	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004049	N/A		B	342	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004050	N/A		C	224	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004051	N/A		C	235	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004052	N/A		C	135	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004053	N/A		C	324	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004054	N/A		C	211	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	
00004055	N/A		C	212	BED, NEW ELECTRIC	11/8/2001	4/14/2008	\$1,255.00	

3/25/2008 2:27:42 PM

Page 1 of 234

**Attachment R – Recommended Performance, Bid and Payment Bond Formats**

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

We, \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, or an individual surety qualified in accordance with State Finance and Procurement Article, §13-207 or §17-104, Annotated Code of Maryland, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of \_\_\_\_\_ for the payment of which sum, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Identify project by number and brief description):

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of: Witness	Individual Principal _____ (Name) _____ (SEAL)
_____ as to	

In Presence of: Witness	Partnership Principal _____ (Name) _____ (SEAL) Partner
_____ as to	

_____ as to	_____ (SEAL) Partner
_____ as to	

Attest:

Corporate Principal

\_\_\_\_\_  
(Name of Corporation) AFFIX

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President SEAL

\_\_\_\_\_  
(Surety) AFFIX

Attest

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact SEAL

Bonding Agent's Name \_\_\_\_\_

Agent's Address \_\_\_\_\_

Approved as to form and legal sufficiency this \_\_ day of \_\_\_\_\_, 20\_\_

Assistant Attorney General \_\_\_\_\_

BID BOND

BOND NO. \_\_\_\_\_

BID REQUEST NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_ hereinafter called the Principal, as Principal, and of \_\_\_\_\_ a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Maryland, hereinafter called the Surety, as Surety, are held and firmly bound unto, the State of Maryland, hereinafter called the Oblige, in the sum of One Hundred Thousand Dollars (\$100,000.00), good and lawful money of the United States of America, to be paid upon demand of the Oblige, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Principal has submitted to the Oblige a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for work generally described as

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This Bid Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

NOW, THEREFORE, If the Oblige shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Oblige in accordance with the terms, conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Oblige, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Official Title

Surety

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Maryland Agent

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond)

PAYMENT BOND

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Principal Business Address of Principal

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Surety Obligee  
a corporation of the State of \_\_\_\_\_ STATE OF MARYLAND

and authorized to do business in the State of Maryland By and through the following  
Administration .....

---

Penal Sum of Bond (express in words and figures) \_\_\_\_\_ Date of Contract  
\_\_\_\_\_, 20\_\_\_\_\_

Description of Contract

Contract Number: \_\_\_\_\_ Date Bond Executed  
\_\_\_\_\_, 20\_\_\_\_\_

---

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal

Witness:

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

In Presence of: Co-Partnership Principal

Witness:

\_\_\_\_\_ (SEAL)

(Name of Co-Partnership)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

Corporate Principal

\_\_\_\_\_ Attest: (Name of Corporation)

AFFIX

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

Corporate Secretary

President

SEAL

(Surety)

AFFIX

Attest: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_

CORPORATE

SEAL

\_\_\_\_\_ Title

Signature

Bonding Agent's Name: \_\_\_\_\_

(Business Address of Surety)

Agent's Address \_\_\_\_\_



---

Approved as to legal form and sufficiency this  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_

\_\_\_\_\_  
Asst. Attorney General

**Attachment S – Performance Guarantees and Liquidated Damages**

The Offeror shall use the following format to propose performance guarantees and shall also submit a narrative report or supporting documentation once a quarter called a “Report Card” showing the statistics to support each performance standard and a summary of the liquidated damages to be assessed.

CHVH Use Only Date Received: _____
---------------------------------------

Performance Standard Title (Examples ONLY)	Standard/Goal	Reporting Method	Liquidated Damages to Be Assessed
1. Insert a time based standard	Show the time standard	Report Card*	\$XXX per reporting period in which the standard is not met.
2. Insert a quantity based standard	Show quantity standard as a percentage with an allowable deficiency rate	Report Card*	\$XXX per percentage point over Y% per reporting period.
3. Insert a quality based standard	Show quality standard to include measurement criteria	Report Card*	\$XXX per reporting period in which the standard is not met.
4. Insert an attendance based standard	Attendance by Contractor representative(s) at XX% of scheduled meetings	Sign-In sheets at the meetings	\$XXX per scheduled meeting not attended.
5. Complaint Resolution Time for CM Complaints linked to SOW requirements.	Show a time standard	Report Card*	\$XXX for each late written complaint response and resolution.
6. Other	Show a standard	Report Card*	\$XXX for each ....

**Attachment T – Charlotte Hall Veterans Home Floor Plans**

Distributed separately