

Executive Session and Regular Session (89th Voting Session)
Mayor and City Council
March 26, 2024
Agenda

The agenda and meeting packet is available at
www.hagerstownmd.org/government/agenda

6:30 PM EXECUTIVE SESSION

7:00 PM - March 26, 2024 - REGULAR SESSION -*Council Chambers, 2nd floor, City Hall*

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

A. Mayor Tekesha A. Martinez

B. A. Rules of Procedure – Effective December 15, 2020

B. Use of cell phones during meetings is restricted.

C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.

D. Meeting Schedule:

1. Tuesday, April 2, 2024 - Work Session at 4:00 p.m.

2. Tuesday, April 9, 2024 - Work Session at 4:00 p.m.

3. Tuesday, April 16, 2024 - Work Session at 4:00 p.m.

4. Tuesday, April 23, 2024 - Regular Session at 7:00 p.m.

5. Tuesday, April 30, 2024 - No Meeting Scheduled

V. AGENDA ITEM CITIZEN COMMENTS

Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, March 26, 2024. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VI. PUBLIC HEARINGS

Annexation of 55 West Oak Ridge Drive, Building One A-2024-01

Annexation of Right-of-Way (ROW) on a Portion of I-70/SHA/MVA/Col. Henry K. Douglas Drive A-2024-02

VII. MINUTES

February 6, 2024, February 13, 2024, February 20, 2024, and February 27, 2024

VIII. CONSENT

A. City Clerk

1. Open Container Exemption for 2024 Downtown Events

B. Fire

1. Flashover Simulator - Fire Training Structures (Phoenix, AZ) \$ 119,921.00

C. Technology and Support Services

1. Monthly Cloud Backups of 650 M365 User Accounts - SHI International Corp. (Somerset, NJ) \$ 18,682.68

D. Police

1. Vehicle Upfitting of New Departmental Vehicles - East Coast Emergency Lighting, Inc. (Millstone Township, NJ) \$ 57,576.48
2. Purchase Order Amount Increase - 3rd Floor Renovations/Configuration - MSB Architects (Hagerstown, MD) \$ 10,740.00

E. Utilities

1. Light: Emergency Repairs to Unit 135 - Palfinger (Tiffin, OH) \$14,723.49
2. Light: Request for Additional Funds - Purchase Power and Regulatory Consulting - GDS Associates (Marietta, GA) \$50,000.00
3. Water: Water and Wastewater Study – Zone 5 - Hazen and Sawyer Engineers (Baltimore, MD) \$88,822.50
4. Water: Fleet Purchase Unit 228 Backhoe – James River Equipment (Stephenson, VA) \$133,618.66
5. Water: Fleet Purchase Unit 260 Ford F-550 – Keystone Ford (Chambersburg, PA) \$100,700.00

IX. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Conveyance of Pump Station 30 Lot by Richmond Homes of Maryland, Inc.

X. NEW BUSINESS

- A. Introduction of an Ordinance: Amending Sections of Chapter 64, Building Construction, Article III, Property Maintenance
- B. Introduction of an Ordinance: Amending Chapter 230, Transient Housing
- C. Introduction of an Ordinance: Amend City Code by repealing Chapter 204, Signs, and re-enacting Chapter 204, Signs - Off-premises and Billboards
- D. Introduction of an Ordinance: Adoption of Revised Drug Free School Zone Map and Amending Chapter 25 of the City Code
- E. Approval of a Resolution: Lease Agreement with the Valley Art Association
- F. Approval of a Resolution: 2024 Summer Camps
- G. Approval of a Resolution: Extension of Red-Light Camera Contract
- H. Approval of Resolution: Execution of an Easement Agreement with the Hagerstown Housing Authority for Cultural Trail Relocation
- I. Approval of the Partial Reallocation of Forfeited Invest Hagerstown City Center Grant Funds

- J. Approval of the Termination for an Invest Hagerstown City Center Redevelopment Grant: 6-16. Washington Street - JR Investments, LLC
- K. Approval of On-Call Plumbing Services Contract: 5/1/24 to 4/30/25
- L. Approval of Sale: 1994 Simon Duplex Aerial Fire Truck
- M. Approval of Change Order to FY24 Sidewalk Replacement Contract
- N. Approval of One (1) Full-Time, Permanent Position: Grant Coordinator

XI. GENERAL CITIZEN COMMENTS

XII. CITY ADMINISTRATOR'S COMMENTS

XIII. MAYOR AND COUNCIL COMMENTS

XIV. ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
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HAGERSTOWN, MARYLAND**

Topic:

EXECUTIVE SESSION

Mayor and City Council Action Required:

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ATTACHMENTS:

File Name

March_26__2024_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
MARCH 26, 2024
AGENDA**

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

Mission Statement:

“The City of Hagerstown shall be a community focused municipality.”

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

6:30 p.m. EXECUTIVE SESSION

1. To consult with counsel to obtain legal advice; (#7)

**Potential Lease Agreement for Hagerstown Fire Department and Hagerstown Police Department Operations*

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)
(Subsection is noted in parentheses)**

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: March 26, 2024

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 6:30 p.m.

AUTHORITY: **ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE: Section 3-305(b) :**

1. To discuss:
 - ☐ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- ☐ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☐ 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ 5. To consider the investment of public funds;
- ☐ 6. To consider the marketing of public securities;
- ☒ 7. To consult with counsel to obtain legal advice;
- ☐ 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- ☐ 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- ☐ 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- ☐ 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- ☐ 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- ☐ 15. Administrative Function

EXECUTIVE SESSION AGENDA

*City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617*

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Mayor Tekesha A. Martinez

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

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- A. Rules of Procedure – Effective December 15, 2020
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HAGERSTOWN, MARYLAND**

Topic:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Annexation of 55 West Oak Ridge Drive, Building One A-2024-01

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_packet_mar_26_ph.pdf

Description

55 W Oak Ridge PH



CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department

One East Franklin Street • Hagerstown, MD 21740

E-mail: planning@hagerstownmd.org

Telephone: 301-739-8577, ext. 138 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Joanna Wu, Planner

DATE: March 21, 2024

SUBJECT: A-2024-01 – 55 West Oak Ridge Drive, Building One Public Hearing

A public hearing is scheduled on March 26 for the annexation of 55 West Oak Ridge Drive, Building One.

At the January 30 regular meeting, the annexation plan was approved and the annexation resolution was introduced. As required by State Law, four notices were advertised and the annexation plan was provided to the appropriate County, Regional, and State Planning Agencies at least 30 days prior to the public hearing.

Background

The property owned by JDA Hagerstown Industrial Properties, LLC located at 55 West Oak Ridge Drive entered into an annexation agreement with the City on March 22, 2022. The agreement allows the redevelopment to be served by City water and wastewater but requires that the annexation process be delayed so that annexation process for Building One would not start until the property owner's receipt of a final, unconditional U&O or after December 31, 2023, whichever occurs first. The agreement for Building Two requires annexation not to start until final unconditional U&O or after December 31, 2024, whichever occurs first. The City agreed to these delayed starts for annexation at the developer's request in 2022 to accommodate their speculative building model. In addition, the City helped gain approval of expansion of the Enterprise Zone to this tract as requested by the developer to help secure them for this site because annexation would be pending. As a result, the local share of property tax revenue from the increased assessment arising from the development will be reduced for ten years.

Annexation Process

As provided for in the annexation agreement, the City began the annexation process in January for the Building One lot. Building One is constructed in shell condition. With this start timeframe for annexation, the property would be included on the July 1, 2024 tax bill for the city. Prior to redevelopment the entire property was assessed at 13,881,400 in 2021. In its current condition, Building One is assessed at 87,454,200 for the July 1, 2024 tax year.

Proposed Zoning

The current County zoning for the property is Highway Interchange (HI). As proposed in the annexation agreement, the City zoning would be Industrial-Mixed Use (I-MU), a comparable City zoning classification to the current designation, which allows for warehousing. The Planning Commission is recommended approving the requested zoning at their January 10 meeting. MDP agreed that the proposed City zoning is not substantially different. The Planning Commission reviewed the annexation plan at the meeting on January 10th and recommend the proposed CR zoning than the existing County zoning. County comments have not been received.

Annexation Plan

- The area of the property is +/-74 acres.
- It is within the City's MRGA, County's UGA, and State's PFA.
- Wastewater and Water will be provided by the City upon development.
- Electric is provided by Potomac Edison.
- Maintenance of ROWs will remain the same.
- Valued at \$87.45 million as of July 1, 2024 (SDAT).

Update on Annexation

The developer has requested to speed up this current annexation. Staff have consulted with city attorneys and the developer. State law allows for the municipality to enact a resolution after a public hearing and in accordance with its normal legislative procedure. Therefore, following the March 26 public hearing, it is proposed to schedule approval of the annexation resolution on April 2. A work session discussion on April 2 will allow consideration of any issues that may have been brought up from the hearing.

Next Steps

March 26: Public Hearing

April 2: Approval of Resolution

May 17: Effective Date

C: Directors Team
Doug Reaser, City Economic Development Manager
City Attorneys

Attachments: Annexation Resolution, MDP comments

Resolution No. A-2024-01

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under the Local Government Article §4-403 of the Annotated Code of Maryland, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 et seq., the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, pursuant to and as contained in a Pre-Annexation Agreement signed by the requisite number of persons as prescribed and set forth in Maryland Annotated Code, Local Government Article, §4-403(b)(2), as owners of realty contained within the area to be annexed, and same is incorporated herein by reference as if set forth into and made a part thereof. **See Exhibit A – Pre-Annexation Agreement**; and

WHEREAS, said annexation is identified on the Annexation Plat, shall be popularly known as “A-2024-01; Pre-Annexation Agreement WS-2022-08 JDA Hagerstown Industrial Properties, LLC Building 1” for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit B – Annexation Plat**; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article § 4-403(b) the City may initiate annexation of land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed and the consent of the owners of at least twenty-five (25) percent of the assessed valuation of the real property in the area to be annexed, and this property being subject to a recorded pre-annexation agreement such that all necessary consents are deemed to have been obtained at the time of entering into the pre-annexation agreement. **See Exhibit A – Pre-Annexation Agreement**; and

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities; and

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 et seq., be and are hereby amended so as to annex and include within said City all that certain area of land, contiguous to the corporate limits of the City and being more particularly described by metes and bounds and as Annexation Area in **Exhibit B – Annexation Plat** attached hereto and made a part thereof.

Section 2. And be it further resolved by the Mayor and City Council that the subject properties to be annexed shall have zoning classifications of I-MU (Industrial-Mixed Use) upon annexation as shown in **See Exhibit C- Zoning Exhibit**.

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan**.

Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

WITNESS AND ATTEST AS TO CORPORATE
SEAL

BY ORDER OF THE MAYOR AND THE CITY
COUNCIL OF HAGERSTOWN, MARYLAND

Donna K. Spickler

City Clerk

Tekesha Martinez

Mayor

Date Introduced: January 30, 2024

Public Hearing Date: March 26, 2024

Date of Passage: April 23, 2024

Effective Date: June 7, 2024

EXHIBIT A

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 23rd day of March 2022 by and between Hagerstown Industrial Properties, LLC, a South Carolina limited liability company, doing business in Maryland as JDA Hagerstown Industrial Properties, LLC, a Maryland limited liability company, party of the first part, hereinafter called "**Property Owner**" and the MAYOR AND CITY COUNCIL OF HAGERSTOWN, a municipal corporation of the State of Maryland, party of the second part, hereinafter called "**City.**"

WITNESSETH:

WHEREAS, the City has established an annexation policy whereby an agreement to annex, except in certain situations, is a prerequisite to the City providing its public water and/or wastewater services to serve any properties beyond the current corporate boundaries of the City; and

WHEREAS, the property owned by the Property Owner, as hereinafter described (hereinafter the "**Property**") is contiguous to the current corporate boundary of the City and is subject to the City's annexation policy; and

WHEREAS, as a condition to receiving City water and wastewater services, the Property Owner has agreed to petition to have the Property annexed into the City or, in the alternative, consent to the introduction of an Annexation Resolution by the City proposing to annex the Property into the corporate boundaries of the City upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the Property Owner to the City, the mutual covenants and promises of the parties and other good and valuable consideration, receipt whereof is hereby acknowledged, and the further considerations of the City extending its water and wastewater services to serve the Property, it is hereby understood and agreed between the parties hereto as follows:

1. The Property which is the subject of this Agreement is, collectively, the two (2) Properties known as (i) 55 West Oak Ridge Drive, Tax Map 57, Grid 3, Parcel 177 (Tax ID No. 10-0187757) consisting of +/- 78.98 acres (“**Property #1**”); and (ii) West Oak Ridge Drive, Tax Map 57, Grid 3, Parcel 635 (Tax ID No. 10-065011) consisting of +/- 47.70 acres (“**Property #2**”), as described on the attached metes and bounds description (**Exhibit A**) and illustrated on the attached survey plat (**Exhibit B**), said Property **BEING** the same property conveyed by Review and Herald Publishing Association, Inc. to Grantor by Special Warranty Deed dated June 24, 2021 and recorded among the Land Records of Washington County, Maryland at Book 6677, Page 431.

2. City agrees, subject to the terms and conditions of this Agreement, that the Property Owner shall be permitted to extend City water and wastewater services to and for the benefit of the Property.

3. The Property Owner shall pay all costs and expenses related to the extension of these services to the Property adhering to all of the requirements of the City of Hagerstown for the extension of water and wastewater services and the payment therefor.

4. Property Owner agree to pay all connection, benefit and other charges in accordance with the “In-City” rates then in effect according to the City Utility Department rules and regulations and applicable City Ordinances.

5. It is understood and agreed that the Property to be served shall be subject to all the Ordinances and rules and regulations of the City with respect to the water and wastewater services provided now in effect and which may be placed in effect at any future date.

6. Property Owner agrees with regard to Property #1 that within fifteen (15) days immediately following (i) the receipt of a final, unconditional Use & Occupancy Permit from Washington County for complete and functional occupancy by the tenant or tenants of the entire

proposed warehouse building on Property #1 (the “**Property #1 U&O Permit Condition**”); or (ii) December 31, 2023 (the “**Property #1 Outside Date**”), whichever shall be first to occur, it shall submit a petition of annexation requesting that Property #1 be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and which is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Property #1 U&O Permit Condition or passage of the Property #1 Outside Date, whichever shall be first to occur, the City may introduce an Annexation Resolution proposing to annex Property #1 into the City with an I-MU (Industrial, Mixed-Use) zoning and which is otherwise consistent with this Agreement. Provided the Property #1 U&O Condition has been satisfied or the Property #1 Outside Date has passed, this Agreement shall constitute the Property Owner’s consent to the City’s introduction of the Annexation Resolution as required by Md. Code, Local Gov’t Law, §4-403.

7. Property Owner agrees with regard to Property #2 that within fifteen (15) days immediately following (i) the receipt of a final, unconditional Use & Occupancy Permit from Washington County for complete and functional occupancy by the tenant or tenants of the entire proposed warehouse building on Property #2 (the “**Property #2 U&O Permit Condition**”); or (ii) December 31, 2024 (the “**Property #2 Outside Date**”), whichever shall be first to occur, it shall submit a petition of annexation requesting that Property #2 be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and which is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Property #2 U&O Permit Condition or passage of the Property #2 Outside Date, whichever shall be first to occur, the City may introduce an Annexation Resolution proposing to annex Property #2 into the City with an I-MU (Industrial, Mixed-Use) zoning and which is otherwise consistent with this Agreement. Provided the Building Property #2 U&O Permit Condition has been satisfied or the

Property #2 Outside Date has passed, this Agreement shall constitute the Property Owner's consent to the Annexation Resolution as required by Md. Code, Local Gov't Law, §4-403.

8. It is distinctly understood and agreed that, if the Property Owner does not submit the Annexation Petition or takes action in opposition to the Annexation Resolution for either Property #1 or Property #2, this Agreement shall be void as to the subject Property, and any City water and wastewater approvals provided to said Property during the County site plan review process shall be void and the City shall not be required to provide (and/or continue provision) of water and wastewater services to the subject Property and such services shall be disconnected due to breach of contract. Notwithstanding the foregoing, it is expressly understood and agreed that the Property Owner may refuse to submit the Annexation Petition or withdraw its consent to the Annexation Resolution for either Property #1 or Property #2 until such time as either the respective U&O Permit Condition has been satisfied or the respective Outside Date has passed for the subject Property.

9. It is further understood and agreed that if the Mayor and City Council of the City approve the Property's annexation, then upon the effective date of the adopted annexation resolution for each of Property #1 and Property #2, the Property shall be subject to all the Ordinances and rules and regulations of City (collectively, the "**City Regulations**") and shall be entitled to all of the privileges of a citizen of Hagerstown, now in effect, or which may be placed in effect at any future date.

10. Additional Provisions:

a. In applying for and seeking its development and construction related approvals from Washington County for Property #1 and #2, the Property Owner (i) shall modify its site plan for Property #1 as indicated in the letter from Johnson Development Associates, Inc. to the City of Hagerstown Planning and Zoning department dated January 18, 2022, a copy of which is

attached hereto and incorporated herein, collectively with the Memorandum dated January 10, 2022 from Stephen R. Bockmiller to Kathleen A. Maher, as Exhibit C; (ii) shall modify its site plan for Property #2 to include effective landscape buffering along Oak Ridge Drive; and (iii) shall incorporate into the architectural and MEP design plans for tenant fit-out of the buildings to be constructed on Property #1 and Property #2, respectively, a two-way radio communications enhancement system compliant with the City's standards and requirements therefor.

b. Prior to the effective date of the Annexation Resolution for each of Property #1 and Property #2, the Property shall remain subject to the laws, ordinances, rules and regulations of Washington County and the Property Owner or any proposed tenant(s) for the respective Properties shall be entitled to apply for, seek and obtain from Washington County any and all development or construction related permits or approvals.

c. All development or construction related plans or permits, including but in no way limited to site plans, stormwater management plans, forest conservation plans, grading permits, building permits and the like, pending with or approved by Washington County as of the effective date of the Annexation Resolution for each of Property #1 and Property #2 shall remain subject to the jurisdiction of Washington County for the purpose of inspections, release of performance surety, posting of maintenance surety, issuance of final use and occupancy permit and the like until completed.

d. From and after the effective date of the Annexation Resolution for each of Property #1 and Property #2, the Property Owner or any proposed tenant(s) for the respective Property shall apply for, seek and obtain any and all development or construction related permits or approvals from the City of Hagerstown.

11. It is further agreed that the use of the masculine gender in this Agreement shall include all genders, and the word "Property Owner" shall include individuals, firms or

corporations, as the case may be and each and every subsequent holder of any interest legal or equitable in the Property.

11. Except as expressly permitted herein for failure of the respective U&O Permit Conditions or prior to the respective Outside Dates, if the Property Owner withdraws the Annexation Petition prior to approval of the Annexation Resolution, and/or otherwise opposes the City's introduction and adoption of the Annexation Resolution, this Agreement shall be void and any water and wastewater approvals which may have been granted will be void, and City shall not be required to provide (and/or continue provision) of water and wastewater services to the subject Property and such services shall be disconnected due to breach of contract. A copy of this Agreement shall be recorded by the City among the Land Records of Washington County, Maryland.

13. Each party for himself, herself, itself, and for his or her or its respective heirs, personal representatives, and assigns agrees to join or to execute any instruments and to do any other act or thing that may be necessary or proper to effect any provision of this Agreement.

15. The parties agree that in the event that the Property Owner fails to comply with the terms of this Agreement or attempts to avoid the annexation of the Property except as may be specifically provided for herein with regard to the U&O Permit Conditions and Outside Dates for each Property, such failure shall be a breach of this Agreement and the City may, in addition to asserting any other legal right, seek to enforce the terms of this Agreement by a suit for specific performance.

16. This Agreement shall be governed by Maryland law, without regard to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the Mayor and City Council of Hagerstown has caused its name to be signed hereto by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, all on the day and date first above written.

WITNESS:

PROPERTY OWNER

HAGERSTOWN INDUSTRIAL
PROPERTIES, LLC, a South Carolina
limited liability company
d/b/a JDA Hagerstown Industrial
Properties, LLC, a Maryland limited
liability company

Eliza Beutling

By: Blake W. Spencer (SEAL)

Name: Blake W. Spencer
Title: Authorized Signatory

ATTEST:

MAYOR AND CITY COUNCIL
OF HAGERSTOWN

Donna H. Spickler
Donna Spickler, City Clerk

Emily Keller
Emily Keller, Mayor

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 17th day of March 2022, before me, a Notary Public in and for said County and State, personally appeared Blake W. Spencer and acknowledged the foregoing Agreement to be his/her act and deed, or the act and deed of Hagerstown Industrial Properties, LLC, a South Carolina limited liability company d/b/a JDA Hagerstown Industrial Properties, LLC, a Maryland limited liability company.

WITNESS my hand and Notarial Seal.



4-5-2022

[Signature]

My Commission Expires: _____, Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 22nd day of March 2022, before me, a Notary Public in and for said County and State, personally appeared Emily Keller, Mayor of the City of Hagerstown who acknowledged the foregoing Agreement to be the act and deed of said municipal corporation.

WITNESS my hand and Notarial Seal.

My Commission Expires: December 8, 2022

Donna Kay Spickler
Donna Kay Spickler, Notary Public



MAIL TO: City of Hagerstown Planning and Code Administration Department
One East Franklin Street, Room 300
Hagerstown, Maryland 21740-4987

Exhibit A
(Metes and Bounds Description)

Tract 1 (47.56 ac.):

Situate along the north of Interstate 70 and south of West Oak Ridge Drive in District Number 10, Washington County, Maryland.

Beginning at a rebar found along the southern right of way of West Oak Ridge Drive as shown on Washington County, Maryland Engineering Department Plat No. 100-10-163 and 100-10-164, recorded among the Land Records of Washington County, Maryland, said point being the northwest corner of the lands of Outlet Village of Hagerstown Limited Partnership (Liber 1345, folio 614), thence with the eastern boundary of the lands of the Outlet Village of Hagerstown Limited Partnership

- | | |
|---------------------------|---|
| 1) South 21° 21' 11" West | 2,692.35 feet to a rebar and cap found at the southwest corner of the said Outlet Village of Hagerstown Limited Partnership, said point being along the northern right of way of Interstate 70 as shown on State Roads Commission of Maryland Plat No. 35063, thence with the northern right of way of Interstate 70 with a non-tangent curve to the right, having a radius of 11,309.16 feet, an arc length of 781.07 feet, a delta of 03° 57' 26", and a chord of |
| 2) North 87° 40' 50" West | 780.92 feet to a rebar and cap found at the southeast corner of the lands of the Review and Herald Publishing Association, Inc. (Liber 1345, folio 614), thence leaving the northern right of way of Interstate 70 and running with the eastern boundary of the lands of the Review and Herald Publishing Association, Inc. the following three (3) courses; |
| 3) North 18° 07' 09" East | 746.10 feet to a rebar and cap found, thence |
| 4) North 23° 01' 28" East | 1,160.00 feet to a rebar and cap found, thence |
| 5) North 18° 28' 04" East | 824.80 feet to a rebar and cap set in the southern right of way of West Oak Ridge Drive, thence with the southern right of way of West Oak Ridge Drive the following four (4) courses; |
| 6) South 84° 31' 29" East | 308.79 feet to a rebar and cap set, thence with a non-tangent curve to the right, having a radius of 11,429.16 feet, an arc length of 135.23 feet, a delta of 00° 40' 40", and a chord of |

- | | |
|---------------------------|--|
| 7) South 84° 12' 18" East | 135.22 to a rebar and cap set, thence |
| 8) South 83° 52' 24" East | 369.74 feet to a rebar and cap set, thence |
| 9) South 82° 29' 05" East | 4.08 feet to the Point of Beginning. |

Saving and Excepting therefrom all that parcel of land conveyed from the Review and Herald Publishing Association unto The City of Hagerstown, Maryland by deed dated September 24, 1984 and recorded in Liber 773 at folio 33 among the land records of Washington County, Maryland.

Containing in total 2,071,928 square feet or 47.56492 acres of land more or less.

Tract 2 (78.98 ac.):

Situate north of Interstate 70 and south of West Oak Ridge Drive in District Number 10, Washington County, Maryland.

Beginning at a rebar and cap set along the southern right of way of West Oak Ridge Drive as shown on Washington County, Maryland Engineering Department Plat No. 100-10-163 and 100-10-164, and State Roads Commission of Maryland Plat No. 13408 and 44103 recorded among the Land Records of Washington County, Maryland, said point being the northwest corner of the lands of the Review and Herald Publishing Association, Inc. (Liber 1345, folio 614), thence with the eastern boundary of the lands of the Review and Herald Publishing Association, Inc. the following three (3) courses

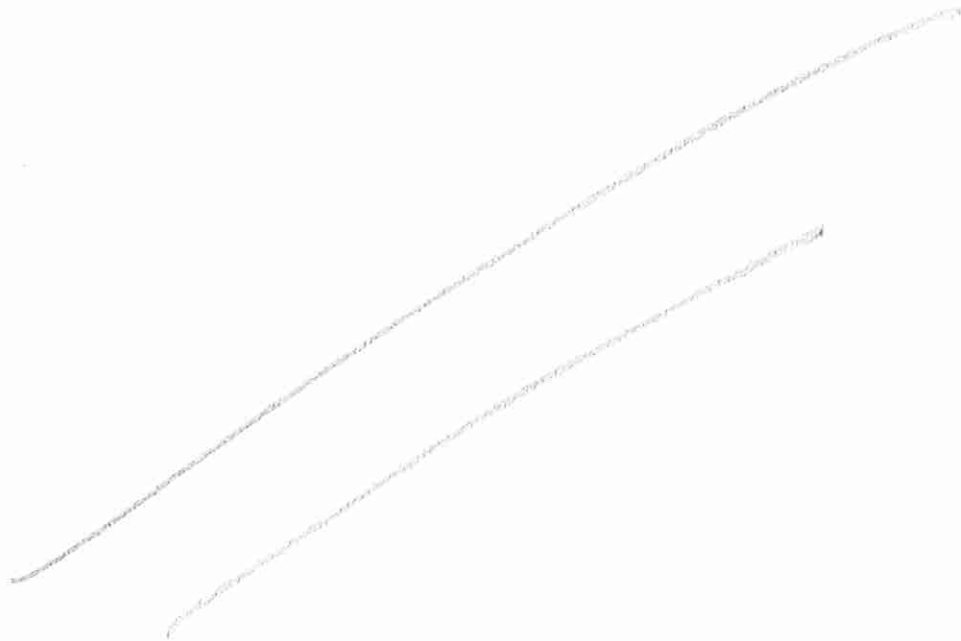
- | | |
|----------------------------|---|
| 11) South 18° 28' 04" West | 824.80 feet to a rebar and cap found, thence |
| 12) South 23° 01' 28" West | 1,160.00 feet to a rebar and cap, thence |
| 13) South 18° 07' 09" West | 746.10 feet to a rebar and cap found in the northern right of way of Interstate 70 as shown on State Roads Commission of Maryland Plat No. 35062 and 35063, thence with the northern right of way of Interstate 70 the following six (6) courses; the first being a non-tangent curve to the right, having a radius of 11,309.16 feet, an arc length of 919.48 feet, a delta of 04° 39' 30", and a chord of |
| 14) North 83° 22' 22" West | 919.22 feet to a rebar and cap set, thence |
| 15) North 75° 27' 38" West | 133.62 feet to a rebar and cap set, thence |

- | | |
|----------------------------|---|
| 16) North 76° 28' 11" West | 25.08 feet to a rebar and cap set, thence |
| 17) North 87° 53' 11" West | 25.18 feet to a rebar and cap set, thence |
| 18) South 89° 51' 58" West | 75.95 feet to a rebar and cap set, thence |
| 19) North 81° 02' 37" West | 178.70 feet to a rebar and cap found in the eastern boundary of the Norfolk Southern Railway, thence with the eastern boundary of the Norfolk Southern Railway |
| 20) North 18° 53' 55" East | 1,615.54 feet to a rebar and cap set in the eastern right of way of Maryland Route 632 (Downsville Pike), thence with the eastern right of way of Maryland Route 632 (Downsville Pike) the following nine (9) courses |
| 21) North 61° 51' 46" East | 89.84 feet to a rebar and cap set, thence |
| 22) North 53° 49' 54" East | 56.40 feet to a rebar and cap set, thence |
| 23) North 43° 28' 50" East | 113.16 feet to a rebar and cap set, thence |
| 24) North 45° 33' 53" East | 111.05 feet to a rebar and cap set, thence |
| 25) North 36° 01' 48" East | 165.92 feet to a rebar and cap set, thence |
| 26) North 31° 28' 20" East | 109.56 feet to a rebar and cap set, thence |
| 27) North 15° 24' 20" East | 56.29 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 1145.66 feet, an arc length of 204.11, a delta of 10° 12' 28", and a chord of |
| 28) North 24° 52' 34" East | 203.84 feet to a rebar and cap set, thence |
| 29) North 20° 08' 41" East | 260.79 feet to a rebar and cap set on the southern right of way of the aforesaid West Oak Ridge Drive, thence with the southern right of way of West Oak Ridge Drive the following six (6) courses |
| 30) North 71° 49' 35" East | 97.59 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 219.86 feet, an arc length of 66.03 feet, a delta of 17° 12' 25", and a chord of |
| 31) South 74° 23' 42" East | 65.78 feet to a rebar and cap set, thence |

- 32) North $07^{\circ} 00' 03''$ East 2.13 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 1,080.28 feet, an arc length of 135.60 feet, a delta of $07^{\circ} 11' 31''$, and a chord of
- 33) South $80^{\circ} 15' 05''$ East 135.51 feet to a rebar and cap set, thence
- 34) South $83^{\circ} 50' 52''$ East 90.66 feet to a rebar and cap set, thence
- 35) South $84^{\circ} 31' 47''$ East 764.41 feet to the Point of Beginning.

Containing in total 3,440,306 square feet or 78.97856 acres of land more or less.

Exhibit B
(Survey Plat)



The following was completed on 9/7/08:

NEXT OF KIN ON APR 6/4/08

2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 2820 2821 2822 2823 2824 2825 2826 2827 2828 2829 2830

4447140 NCES/NAEP/NW A01 211527
COMPLETION/REFRESH DATE 06/24/2022

11

1. WEARNESS AND BUSED UPON AMERICAN STATE PLANE ECONOMY SYSTEM AND AIRPORTS.
2. THE PROPERTIES SHOW WEARNESS AND BUSED IN - AIRPORTS WEARNESS SYSTEM.

3. THE PROPERTIES DEMANDATED ON THIS PLAN ARE SHOWN ON INDEPENDENT COUNTY TAX MAP 37 AS PARCEL 172. LANDS CONVERTED TO AGRICULTURE AND MINERAL EXPLORATION ACCORDING TO THE 80 DED DATED JUNE 24, 1987 AND RECORDED IN LARSEN 1346 AT PAGE 814. THE 37 DED DATED JULY 2, 1987 CONVERTED TO AGRICULTURE AND MINERAL EXPLORATION ACCORDING TO THE 80 DED DATED JUNE 24, 1987 AND RECORDED IN LARSEN 1346 AT PAGE 814.

4. ALL STATEMENTS WITHIN THE COMPARISON AND OTHER ATTACHMENTS LEGALLY FLEETED
 INC. BY LETTER DATED JAN. 24, 1997 AND RECEIVED BY LABOR 1345, AT TELCO 814, IN
 LAND RECORDS OF WASHINGTON COUNTY, MARYLAND

[illegible]

5. THE PROPERTIES ARE LOCATED WITHIN AN AREA HAVING A 200' X 100' SUBDIVISION AND ANNUAL FLOOD PLACENT BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GAO FLOOD INSURANCE RATE MAP NO. 240400212D & 2404002212D. WITH AN ELEVATION OF 40.00 FT. IN 2017.

4. TITLE GUARANTEE ASSURED BY FIRST AMERICAN TITLE COMPANY - COMMITMENT NO. MO-1022720-CCT, COMMITMENT DATE FEBRUARY 1, 2022 AT 2:30 AM.

4. THE ENTIRE SITE IS UNDER CONSTRUCTION

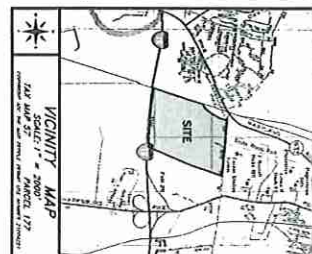
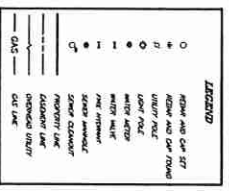
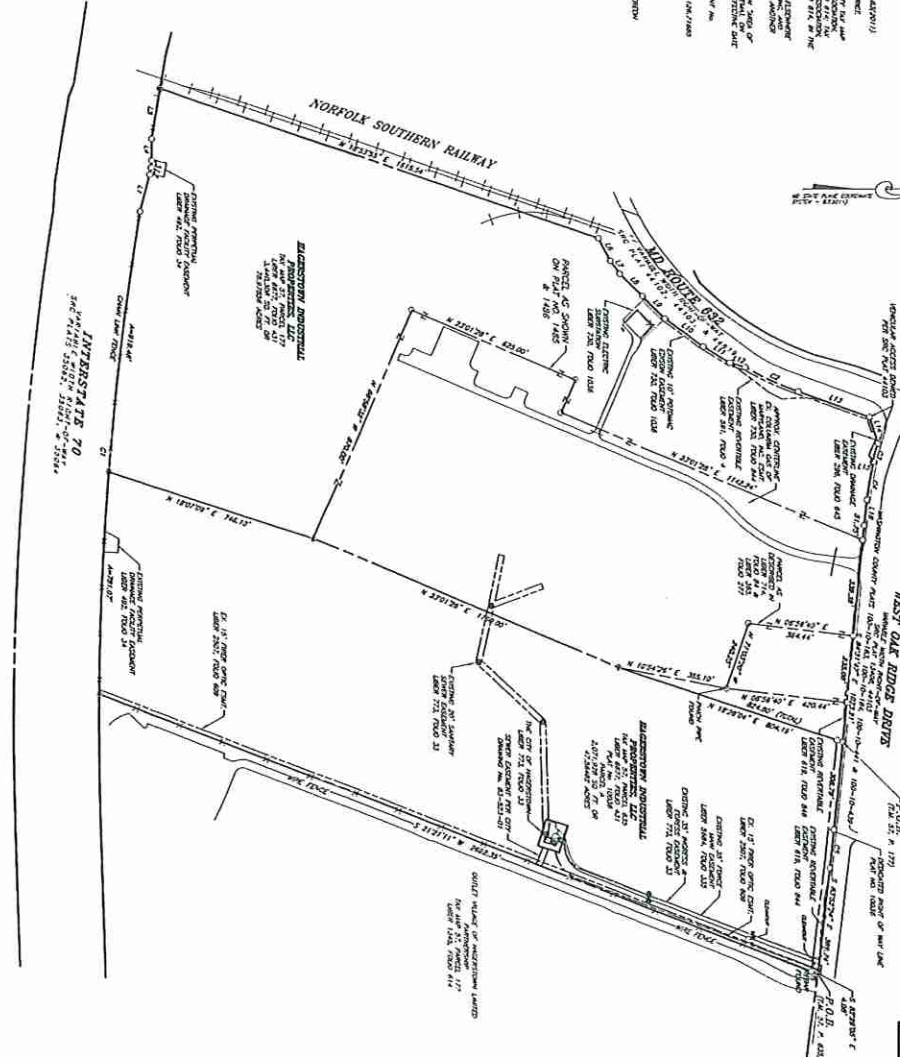
12. NO APPROPRIATE ENDOCRINE HORMONES OBSERVED

/

EXISTING SAWYER SCOUT FACILITY

☐ EXISTING ELECTRIC EQUIPMENT

EXISTING / NEW SPONGE LASHES?

[illegible]

*ALTA / NSPS LAND TITLE SURVEY
HAGERSTOWN INDUSTRIAL
PROPERTIES, LLC
SITUATE AT 85 WEST OAK RIDGE DRIVE
ELECTION DISTRICT 10
WASHINGTON COUNTY, MARYLAND*

FOX & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS

581 MT. AETNA ROAD
HAGERSTOWN, MD. 21740
PHONE: (301)733-8503
OR (301)416-7250
FAX: (301)733-1853

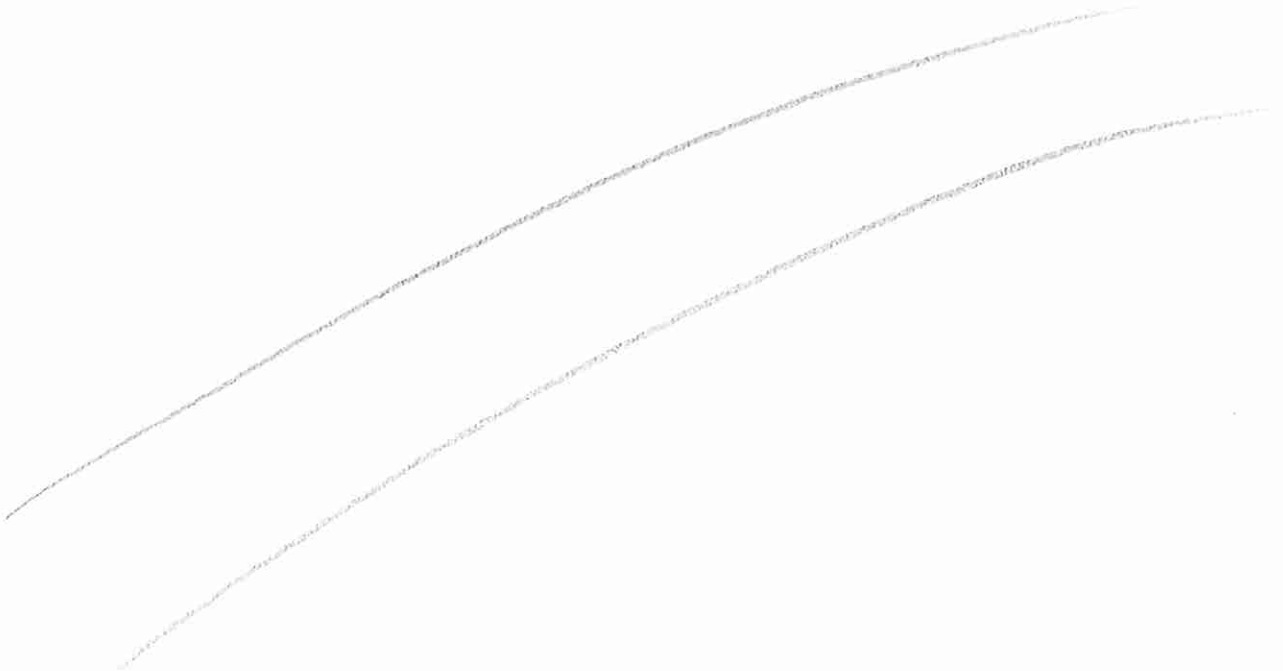
82 WORKING MILL COURT
SUITE 'G'
FREDERICK, MD. 21701
PHONE: (301)695-0680
FAX: (301)283-5009

www.foxandassociates.com fox@foxandassociates.com

FOX
 & ASSOCIATES INC.
 Est. 1966
 Copyright © 2022

PROJECT NO. 20-41704
DRAWING NO. D-695
DATE: 2-11-2012
DRAWN BY: MCH
CHECKED BY: GGN

Exhibit C
(Site Plan Modifications)



[illegible]

PHOTOGRAPHICAL IDENTIFICATION
I HEREBY CERTIFY THAT THE DOCUMENTS BEING
PREPARED ON MY BEHALF ARE, AND THAT I AM A
FULLY LICENSED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MARYLAND.
LICENSING BOARD EXPIRATION DATE: 10/01/2022

John S. Gray

RECEIVED PHOTOGRAPHICAL ENGINEER
000247071 MOR FINESTREET ROAD, INC
DATE FIRM

HAGERSTOWN INDUSTRIAL

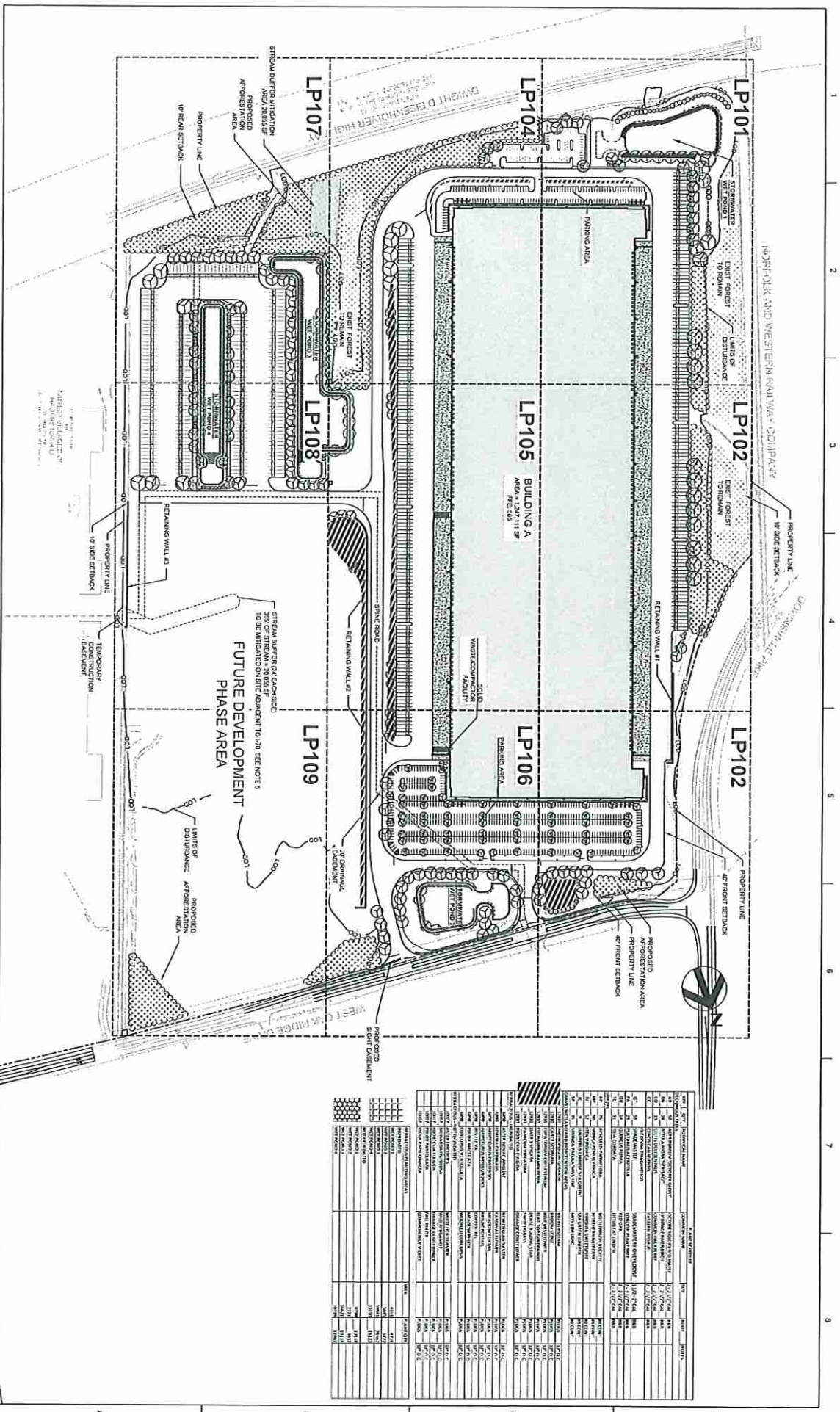
100 DUNBAR STREET, SUITE 4
STANTONBURG, NC 28688

55 WEST OAK RIDGE ROAD
HAGERSTOWN, MD 21740-7281
TAX MAP NO. 52-3-177 & 51-3-025
ELECTION DISTRICT 6/INDUSTRIAL ZONING

OVERALL LANDSCAPE PLAN

FILENAME	LP100.DWG
----------	-----------

1000


LP100
SHEET



City of Hagerstown, Maryland
Committed to Safety
Dedicated to Partnership and Progress

MEMORANDUM

TO: Kathleen A. Maher, AICP, Director, Planning and Code Administration Department

FROM:  Stephen R. Bockmiller, AICP, Development Review Planner/Zoning Administrator

SUBJECT: Review and Herald Site – County Site Plan Review

DATE: January 10, 2022

The following is a list of comments and noticeable inconsistencies of the site plan being processed with the county with the City's zoning and subdivision/site plan ordinances. This was a generalized review and not an item-by-item, line-by-line plan review for every provision of the Land Management Code, but given circumstances, accurately reflects any issues of importance the City should be aware of when discussing with the applicant and the County.

1. The plan does not appear to show parking lot perimeter shrubs that the City requires 1 per 4 linear feet of perimeter adjacent to public streets and property lines.
2. The plan seems to show some afforestation areas along Oak Ridge Drive to extend into the existing and/or proposed right of way. All forest conservation should be kept out of street rights of way.
3. The plan says a waiver is being requested to change parking stall dimensions from 9x20 feet to 9x18 feet. The target size is the standard in the City's ordinances for a parking space.
4. The plan shows a request to reduce parking from 913 to 760 spaces. Per the shown allocation of space in this building, the City's zoning ordinance would require 604 parking spaces for the warehouse use and 187 spaces for the office use for a total of 791 spaces. The proposed amount of parking for which they seek variance from the County would put on-site parking at a little less than 4% below current City ordinance requirements.
5. It is important that the applicant has provided public sidewalk along West Oak Ridge Drive and this should remain in the plan through completion of the plan and construction of improvements. The City ordinance requires a pedestrian walkway from the public sidewalk to the front of the building. Otherwise, pedestrians will have to walk in the driveway or beat a path into the grass to walk from the street to the building. A pedestrian connection from the Oak Ridge Drive sidewalk to the building should be required.
6. The adjacent outlet mall, with its stores and food court is available to provide services for employees of the warehouse before or after work or during lunch break. With such resources next door and readily available, if the owner of the outlets consents, a pedestrian connection to the outlet property should be provided.
7. There doesn't appear to be landscaping or forest planting along the common property line with the outlets. Since trailer parking will be the dominant use of this area, the outlets, as a destination, should be buffered from the warehouse facility with forest conservation and or significant landscaping.
8. The City's ordinance has certain protocols for ensuring that there are no overlooked or undiscovered human burial sites on development sites – especially large ones on the perimeter of the city such as this one. Documentation should be provided to the record showing that due diligence has been conducted by field reconnaissance and deed

research (usually part of the Alta survey anyway) that no cemeteries are known or are believed to exist on the property.

9. The slope from Downsville Pike into the front parking area should have landscaping trees installed in it.
10. It appears that the forest conservation plan addresses the entire tract, including the pad site. Is this correct? Since the City will inherit administration of this forest conservation plan, a copy of the county's forest conservation file contents should be provided to the City. Also, any and all references on plans, plats and easement documents regarding administration and enforcement of the forest conservation plan should mention or refer to the county may assign the plan and enforcement of its provisions to the City upon or after annexation so there is no question of legality. Will the City or the County collect the payment in lieu fees? If the City, the City's current rate is 35 cents per square foot (feet is calculated based on an approved area required and the fee rate in effect when remitted). There appears to be some inconsistencies in the forest conservation calculation chart on page 356. City and County staff will need to discuss so City staff understands how the county came to these figures.
11. There appear to be parking lot trees that are to be planted in areas shown as afforestation along the west side of the parking area on the west side of the building.
12. There are no parking lot trees in the rear parking lot. City staff did not do a complete census of trees shown in the plan. The City requires one tree for every 8 parking spaces in a parking lot. Therefore, the City would require 95 trees in and around the parking lots in this development.
13. The City's ordinances strongly discourage the construction of stormwater management facilities along street rights of way, but when it occurs, effective landscape buffers are required. The landscaping along the front of the two stormwater facilities along West Oak Ridge Drive seem like reasonable attention was paid to this issue, however there appears to be additional room and the City would encourage more extensive planting between the facilities and the street to screen them as effectively as circumstances allow, given their size and visibility. There are no street trees shown along Oak Ridge Drive.

If you have any questions, please contact me at your convenience.



JOHNSON DEVELOPMENT ASSOCIATES, INC.
REAL ESTATE DEVELOPERS

City of Hagerstown
Planning and Zoning
Kathleen Maher
Director of Planning
1 E. Franklin St.
Hagerstown, MD 21740

January 18, 2022

RE: 55 West Oak Ridge Drive – City Site Plan Review Warehouse (SP-21-028)

This letter is in response to your comment letter dated January 10th, 2022 regarding the Review and Herald Site - County Site Plan Review letter.

1. The plan does not appear to show parking lot perimeter shrubs that the City requires 1 per 4 linear feet of perimeter adjacent to public streets and property lines.

Response: Parking lots onsite are setback significantly from public streets and property lines. Applicant elects to maintain parking lot perimeter as currently shown on the plans and abide by County standards.

2. The plan seems to show some afforestation areas along Oak Ridge Drive to extend into the existing and/or proposed right of way. All forest conservation should be kept out of streets right of way.

Response: Applicant will adjust to remove afforestation from proposed or existing ROW.

3. The plan says a waiver is being requested to change parking stall dimension from 9x20 feet to 9x18 feet. The target size is the standard in the City's ordinances for a parking space.

Response: Acknowledged.

4. The plan shows a request to reduce parking from 913 to 760 spaces. Per the shown allocation of space in this building, the City's zoning ordinance would require 604 parking spaces for the warehouse use and 187 spaces for the office use for a total of 791 spaces. The proposed amount of parking for which they seek variance from the County would put on-site parking at a little less than 4% below current City ordinance requirements.



Response: Applicant elects to maintain 760 spaces as currently shown on the plans in accordance with Applicant's approved variance from the Board of Appeals for Washington County, MD (AP2021-006).

5. It is important that the applicant has provided public sidewalk along West Oak Ridge Drive and this should remain in the plan through completion of the plan and construction improvements. The City ordinance requires a pedestrian walkway from the public sidewalk to the front of the building. Otherwise, pedestrians will have to walk in the driveway or beat a path into the grass to walk from the street to the building. A pedestrian connection from the Oak Ride Drive sidewalk to the building should be required.

Response: Applicant has included sidewalk along the West Oak Ridge Drive frontage of Building 1's parcel. Applicant will include sidewalk along the West Oak Ridge Drive frontage of Building 2's parcel in that future site plan submission. Applicant elects to only install the sidewalk along the public street frontage due to the proposed buildings setback from the street frontage, and the expected minimal use, if any, of employees utilizing pedestrian pathways to the site.

6. The adjacent outlet mall, with its stores and food count is available to provide services from employees of the warehouse before of after work or during a lunch break. With such resources next door and readily available, if the owner of the outlets consents, a pedestrian connection to the outlet property should be provided.

Response: Applicant elects to move forward on the site plan without a pedestrian connection to the neighboring outlet mall. Applicant does not have consent for such connection, and the additional site access point could cause safety and security issues for future tenant operations on site.

7. There doesn't appear to be landscaping or forest planting along the common property line with the outlets. Since trailer parking will be the dominant use of this area, the outlets, as a destination, should be buffered from the warehouse facility with forest conservation and or significant landscaping.

Response: There is existing evergreen vegetation along the property line on the outlet's property which provides significant screening. Applicant is providing afforestation adjacent to the remote trailer parking area on site. Applicant elects to move forward with the landscaping plan as currently designed.

8. The City's ordinance has certain protocols for ensuring that there are no overlooked or undiscovered human burial sites on development sites – especially large ones on the perimeter of the city such as this one. Documentation should be provided to the record showing that due diligence has been conducted by field reconnaissance and deed research



(usually part of the Alta survey anyway) that no cemeteries are known or are believed to exist on the property.

Response: *The ALTA Survey did not identify any cemeteries on site.*

9. The slope from Downsville Pike into the front parking area should have landscaping trees installed in it.

Response: *Applicant will add trees to this area on the Landscape Plan.*

10. It appears that the forest conservation plan addresses the entire tract, including the pad site. Is this correct? Since the City will inherit administration of this forest conservation plan, a copy of the county's forest conservation file contents should be provided to the City. Also any and all references on plans, plats and easement documents regarding administration and enforcement of its provisions to the City upon or after annexation so there is not question of legality. Will the City or the County collect the payment in lieu fees? If the City, the City's current rate is 35 cents per square foot (fee is calculated based on an approved area required and the fee rate in effect when remitted.) There appears to be some inconsistencies in the forest conservation calculation chart on page 356. City and County staff will need to discuss so City staff understands how the county came to these figures.

Response: The Forest Conservation Plan addresses the entire tract; both Parcels 10-065011 and 10-018757. The Applicant agrees to share a copy of the Forest Conservation File with the City upon approval from Washington County. As the County is approving the Forest Conservation Plat, the County will collect any associated fees. The Applicant is still undergoing review with the County; any inconsistencies identified during the review process will be addressed at that time.

11. There appear to be parking lot trees that are to be planted in areas shown as afforestation along the west side of the parking area on the west side of the building.

Response: *Applicant will relocate parking lot trees out of afforestation areas.*

12. There are no parking lot trees in the rear parking lot. City staff did not do a complete census of trees shown in the plan. The city requires one tree for every 8 parking spaces in a parking lot. Therefore, the City would require 95 trees in and around the parking lots in the development.

Response: *Applicant elects to move forward with the current parking lot design and abide by county standards.*



13. The City's ordinances strongly discourage the construction of stormwater management facilities along street rights of way, but when it occurs, effective landscape buffers are required. The landscaping along the front of the two stormwater facilities along West Oak Ridge Drive seem like reasonable attention was paid to this issue, however there appears to be additional room and the City would encourage more extensive planting between the facilities and the street to screen them as effectively as circumstances allow, give their size and visibility. There are no street trees shown along Oak Ridge Drive.

Response: *Applicant will provide additional landscaping along West Oak Ridge Drive.*

Respectfully,

Miguel Villarreal
Development Manager, Industrial Division

LR - Government
Instrument 0.00
Agency Name: City of
Hagerstown
Instrument List:
Agreement / Easement
Describe Other:
Ref:
=====

Total: 0.00
03/28/2022 02:00
CC21-XB
#16009213 CC0403 -
Washington
County/CC04.03.02 -
Register 02

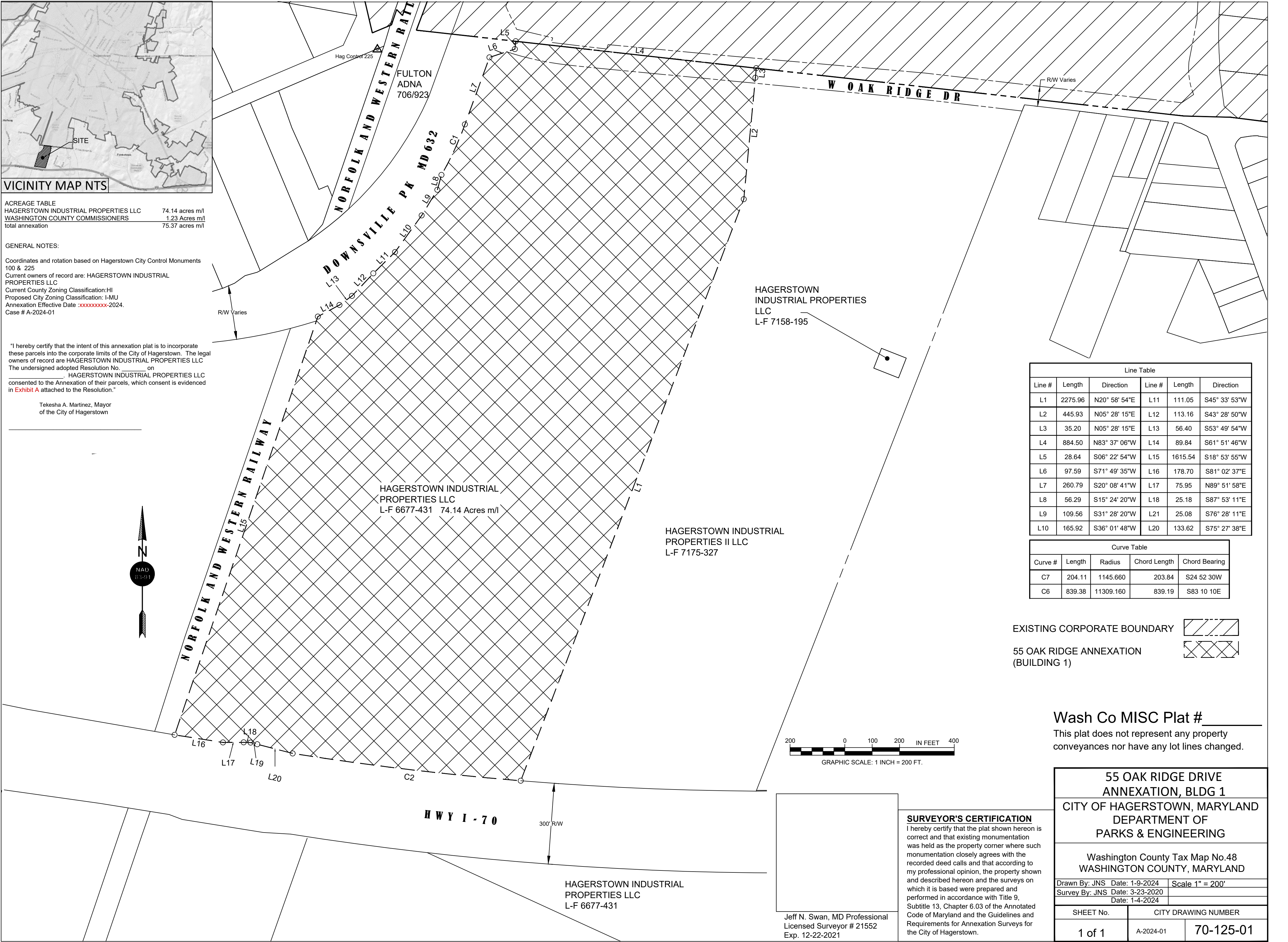
This page not to be counted in calculating Recording Fee

**Clerk of Circuit Court
Washington County, Maryland**

Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

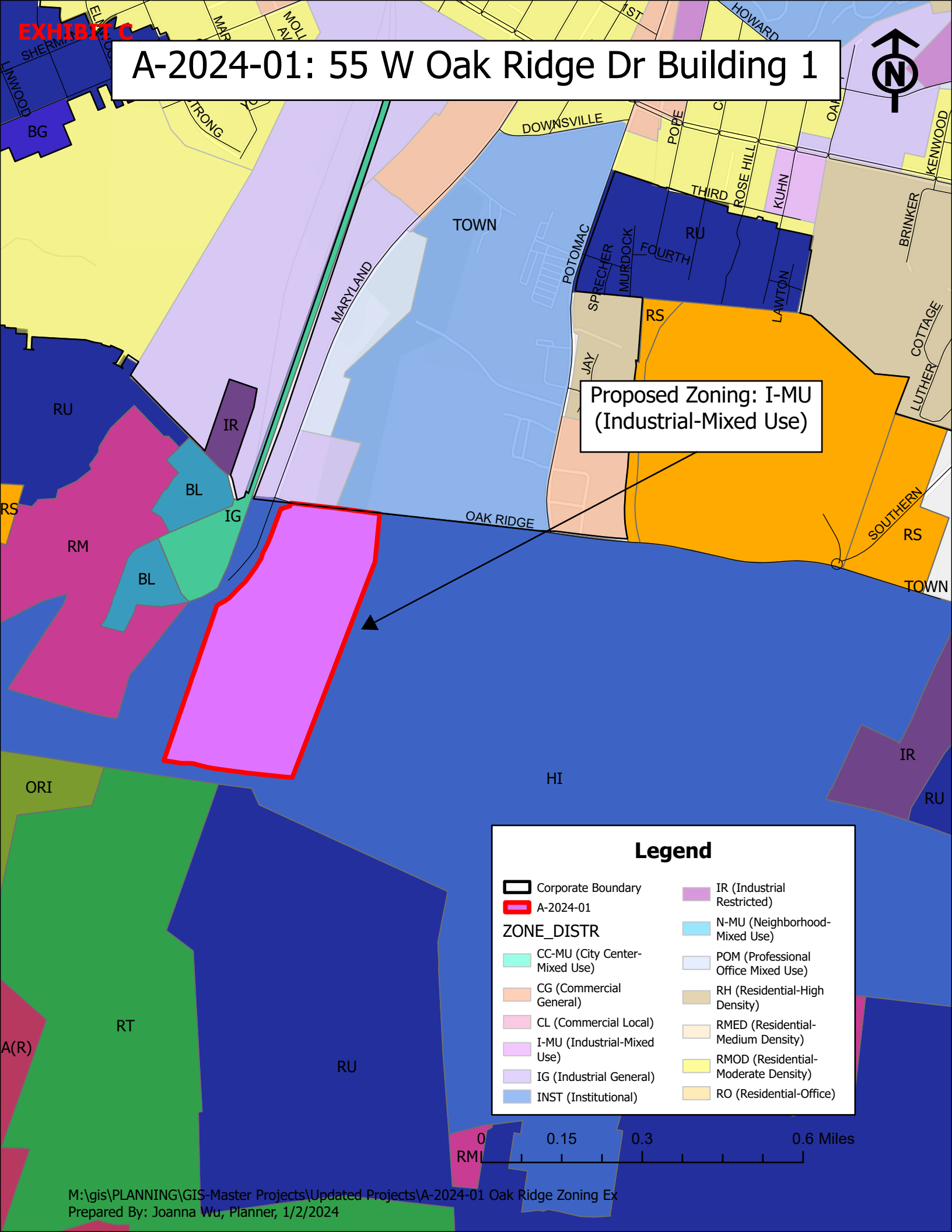
For Clerks Use Only

Improvement Fee _____
Recording Fee _____
County Transfer Tax _____
Recordation Tax _____
State Transfer Tax _____
Non-Resident Tax _____
TOTAL _____



Hagerstown Engineering m:\drafting\dwgs\70-000 annexations\70-125 oak ridge building 1.dwg oak ridge building 1.dwg

A-2024-01: 55 W Oak Ridge Dr Building 1



Proposed Zoning: I-MU
(Industrial-Mixed Use)

Legend

Corporate Boundary

A-2024-01

ZONE_DIST

CC-MU (City Center-Mixed Use)

CG (Commercial General)

CL (Commercial Local)

I-MU (Industrial-Mixed Use)

IG (Industrial General)

INST (Institutional)

IR (Industrial Restricted)

N-MU (Neighborhood-Mixed Use)

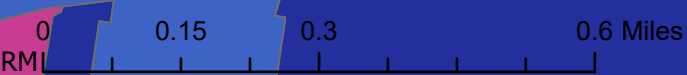
POM (Professional Office Mixed Use)

RH (Residential-High Density)

RMED (Residential-Medium Density)

RMOD (Residential-Moderate Density)

RO (Residential-Office)



City of Hagerstown, Maryland

Annexation Case No. A-2024-01

Property Owners: JDA Hagerstown Industrial Properties, LLC

Applicant: City of Hagerstown

Location of Property: 55 West Oak Ridge Drive (Tax Map 57, Grid 3, Parcel 177)

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed

- A. The area of annexation is approximately +/- 74 acres. This lot is occupied by Building 1 of the in-progress development.
- B. The proposed zoning is I-MU (Industrial-Mixed Use). The purpose of the I-MU District is to provide locations for general industrial uses and some mixed uses.

The I-MU zoning classification proposed for this site is substantially similar to the industrial and professional/technical service sector side of the County’s current zoning of HI (Highway Interchange) while not allowing some of the commercial zoning uses in the HI. The City’s I-MU is intended to be a more focused business employment land use category rather than one that combines the broader array of land use categories found in the County’s HI. The I-MU is consistent with how the site is developing.

- C. It is within the City’s Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City’s 2018 Comprehensive Plan, visionHagerstown 2035.

- D. It is within the County's Urban Growth Boundary and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities

- A. The uses of the annexation area are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.
- B. The uses of the annexation area will be residential are non-residential in nature and will have no additional impact on the Washington County Free Library as a result of the annexation.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed

- A. The area of annexation is under construction with a Washington County approved site plan and Washington County issued building permit. The property is approved for City Water and Wastewater service per an annexation agreement and per approval of the utility plan for the site plan and per approval of the building permit. Sufficient capacity exists to serve the proposed plan.
- B. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters and all other public improvements, not currently existing, which may be required by the City to be installed constructed and maintained as part of the development or re-development of the area of annexation, shall be that the expense of the then owner(s) or developer(s) of the area of annexation requesting same, and shall be at no cost to the City.
- C. The Electric Distribution System is external to the Hagerstown Light Department electric utility operating territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

The Hagerstown Light Department provides street lighting services to public streets and supplies the personnel and equipment to maintain the installation after construction by the developer and acceptance by the HLD. Contact the HLD for details regarding street light installation requirements.

- D. No significant impact on emergency medical service delivery is expected.
- E. The area proposed for annexation fronts West Oak Ridge Drive. This annexation does not propose any change to current ownership or service. When Building 2 of this tract annexes in 2025, this issue will receive new consideration. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.
- F. Parks and recreation facility expansion are not proposed for this annexation.
- G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department.
- H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of West Oak Ridge Drive is performed by Washington County. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.
- I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.



Maryland DEPARTMENT OF PLANNING

March 5, 2024

The Honorable Tekesha Martinez
City of Hagerstown, City Hall
1 E. Franklin St.
Hagerstown, MD 21740

Re: 55 West Oak Ridge Drive Building One Annexation

Dear Mayor Martinez:

Thank you for providing the Maryland Department of Planning (MDP) with information pertaining to the 55 West Oak Ridge Drive Building One annexation. MDP has reviewed your submission and offers the following comments for consideration.

As you are aware, §4-416(b) of the Local Government Article specifies that the new zoning for the annexed land cannot be substantially different from the existing county zoning, without the express consent of the Washington County Commission. In reviewing this annexation request, it is the Department's view that the proposed city zoning appears to not be substantially different from the current county zoning from a use perspective, as the proposed Industrial-Mixed Use [I-MU] zone allows similar uses to the existing county zoning of Highway Interchange [HI]. Both zones allow industrial related uses and uses accessory to industrial development. The city zoning appears to also not allow substantially higher density than the current county zoning, as the proposed I-MU zoning district is industrial in nature and does not allow residential uses. MDP recommends that the city confer with Washington County to confirm consistency of zoning, as provided in §4-416 of the Local Government Article. Please see MDP's attached Annexation Review for further details of our analysis.

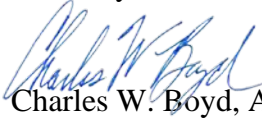
The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA). Based on MDP's review of the annexation, the proposed zoning, and the county's Water and Sewerage Master Plan (WSP), the subject property appears eligible to remain designated as a PFA upon annexation. The 2018 comprehensive plan vision Hagerstown 2035 notes this parcel as being in a "Medium Range Growth Area" as shown on Map 2-4 "Hagerstown Growth Boundaries". The parcels are classified as S-1 Priority (Existing or Under Construction Service) in the 2009 Washington County WSP, 2019 Administrative Amendment WS-19-002. This area is listed on Pg. 29 of Appendix H in the county WSP as S-1 on the map titled "Sewerage Service for Urban Growth Area and the Smithsburg Town Growth Area". Upon the effective date of this annexation resolution, and once MDP has received official notification of the annexation from the Department of Legislative Services, MDP will confirm that no changes

have occurred since our initial review and affirm the Municipal PFA eligibility of the property. If the City of Hagerstown does not want the annexation parcel to be considered for designation as a Municipal PFA, then the city should notify MDP prior to the effective date of the annexation.

Enclosed you will find important information concerning post annexation notification and participation in the Census Bureau's Boundary and Annexation Survey. The city should follow the appropriate procedures so that the annexed property is legally established as part of the incorporated municipality. To expedite MDP's updating of the PFA status, please send Joe Rogers a copy of the notification transmitted to the Department of Legislative Services.

If you desire further assistance please contact regional planner, Joe Rogers, at (301) 338-0529.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles W. Boyd".

Charles W. Boyd, AICP

Assistant Secretary of Planning Services

cc: Joanna Wu, Planner, City of Hagerstown
Jill Baker, Washington County Planning
Joe Griffiths, Manager Local Assistance and Training MDP
Dave Cotton, Planning Supervisor MDP
Joe Rogers, Regional Planner MDP

Attachments: Maryland Department of Planning Annexation Review
Municipal Reporting Responsibilities Following Annexation
Municipal Charter or Annexation Resolution Reposition Form

Annexation Review

55 West Oak Ridge Drive, Building One

Municipality	Hagerstown
Name of Annexation	55 West Oak Ridge Drive, Building One
Resolution Number	A-2024-01
Size of Parcels	204.68 Acres
Is the property contiguous in accordance with Section 4-401?	No
Public Hearing Date	3/26/2024
Current County Zoning	
Existing Density	

Purpose of the Current County Zoning District

The Highway Interchange District is established to provide suitable locations for commercial activities or light industrial land uses that serve highway travelers, provide goods and services to a regional population, or uses that have a need to be located near the interstate highway system to facilitate access by a large number of employees, or the receipt or shipment of goods by highway vehicles. In addition to providing accessible locations, the Highway Interchange District is intended to protect the safe and efficient operation of the interchange and to promote its visual attractiveness. Site design guidelines will balance the needs for visibility with moderation of visual clutter, signs, and excessive lighting.

Permitted Use in the Current County Zoning District

Local retail goods and service shops, neighborhood shopping centers, funeral establishments, offices and clinics, professional and business, retirement uses, nursing, and boarding homes, schools for performing and visual arts, community meeting halls, self-storage mini-warehouses, and Libraries.

Proposed Municipal Zoning

Purpose of the Proposed Municipal Zoning District

To provide locations for light industrial parks, office parks, research and development facilities, high-tech communications and technology facilities, trucking and distribution facilities, and minor commercial uses that support job centers.

Permitted Use in the Proposed Municipal Zoning District

artist live-work space, ambulance services, fire protection, police protection, adult and child daycare services, primary and secondary schools, banks, savings institutions & credit unions, hospitals, offices, business and professional, professional, scientific & technical services, convention and conference centers, hotels and motels, telecommunications, automotive repair and maintenance, parking lots & garages, manufacturing, research and development offices and laboratories, warehousing and storage, and wholesale and retail sales of products manufactured or stored on the premises.

Are the permitted uses in the proposed municipal zoning similar to those in the county zoning? Yes

From a use perspective, the proposed municipal zoning classification is generally consistent with the county zoning classification because the allowable uses from each of the perspective zoning classifications are similar in nature with an emphasis on industrial based businesses and uses. Both zones allow industrial uses and uses accessory to industrial development.

Is the permitted density in the proposed municipal zoning similar to density permitted in the county zoning? Yes

Residential uses are not allowed in either zoning district.

County waiver recommended? No

N/A

Issues of State interest:

N/A

Is the property in a Designated Growth Area? Yes

Yes, it is within the city's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 comprehensive plan, visionHagerstown 2035. Map 2-4: Hagerstown Growth Boundaries.

Is the property eligible to become a Priority Funding Area? Yes

The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA) and is eligible to remain PFA upon annexation. The Hagerstown Comprehensive Plan notes this parcel as being in a future annexation area and the county designates this parcel as being in their "Urban Growth Boundary". This parcel is classified as S-1 and W-1 in the 2009 Update of the Washington County Water and Sewerage Plan and currently has access to water and sewer service.

Maryland Department of Planning Reviewer: joseph.rogers@maryland.gov

Date Submitted: 2/6/2024



MUNICIPAL REPORTING RESPONSIBILITIES FOLLOWING ANNEXATION

State Municipal Reporting Responsibilities

There are state law municipal reporting responsibilities requiring the municipality to promptly submit certain information after an annexation is approved:

1. The Local Government Article, section § 4-414, Annotated Code of Maryland, requires that municipalities send a copy of the annexation resolution with the new boundaries to the Maryland Department of Legislative Services if an annexation is approved. Please copy the Maryland Department of Planning so that we are aware of the approved annexation boundaries.

The copy of the annexation resolution, along with the Municipal Charter Or Annexation Resolution Reposition Form (below), with the new boundaries shall be sent within 10 days after the resolution takes effect to:

State Department of Legislative Services
Legislative Division
90 State Circle
Annapolis, Maryland 21401

2. State law requires that upon annexation approval, the chief executive and administrative officer of a municipality that has annexed property forward the annexation resolution and map with the new boundary to the local municipal clerk, Clerk of the Court in the county or counties in which the municipal corporation is located and, for those municipalities in Montgomery and Prince George's County, to the Maryland-National Capital Park and Planning Commission.

Census Bureau Boundary and Annexation Survey

To ensure that persons residing on annexed land are counted as part of the municipal population, the U.S. Census Bureau periodically mails to all municipal corporations a Boundary and Annexation Survey (BAS).

Following an annexation, no immediate action is required. The Census Bureau will notify the person who has been identified by the municipality as the contact person by mail and/or e-mail. Municipalities may submit boundary corrections or changes through the Bureau's free Partnership software. In the past, the U.S. Census Bureau mailed out the BAS survey on a varying schedule based on the population size of the incorporated town. The Mayor or other municipal officials must complete the BAS, update the maps and certify that the boundary shown reflects the legal corporate limits as of January 1 of the survey year. Boundary information must be returned to the Census Bureau by March 1st of the survey year to be properly recorded for the Census Bureau's annual population estimates and American Community Survey products.

The purpose of the Survey is to obtain the most accurate boundary information, including boundary changes due to annexations, detachments, mergers, or other reasons. These boundary changes are incorporated into the Census Bureau's files and used for tabulating Census data. The BAS information is used to provide an appropriate record for reporting the results of the decennial and economic censuses, and annual surveys such as the Population Estimates Program and the American Community Survey.

Maryland Department of Planning can assist municipalities in updating their boundary information. Questions regarding the Census Bureau's Boundary and Annexation Survey or assistance in submitting the BAS may be referred to Alfred Sundara at the Maryland Department of Planning at 410-767-4002 or alfred.sundara@maryland.gov.

Additional information about the Census Bureau's BAS program is available at the following link <https://www.census.gov/programs-surveys/bas.html>

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Section 4-109 of the Local Government Article of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Georgeanne Carter, Legislative Counsel
Municipal Resolution Reposition
Department of Legislative Services
90 State Circle
Annapolis, MD 21401-1991

_____	_____
Municipal Corporation	County(ies)

Name and Title of Official Submitting this Resolution	
_____	_____
Address	Phone
_____	_____
	Date of Submitting this Resolution*

_____	_____
Resolution Number	Date Enacted by Legislative Body

	Effective Date**

1) *For an annexation resolution*, state the charter section (e.g., boundary description section, appendix) that is amended _____ OR state the charter section (e.g., general powers section) pursuant to which the property is annexed _____. *(Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property.)*

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted _____ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments _____.

2) Number of votes cast by the legislative body for _____ and against _____ this resolution.

3) Will this resolution be petitioned to referendum?

If "yes", date of the referendum election (if known)_____.

** A resolution should be submitted to the Department of Legislative Services **10 days after the effective date** of the resolution (§ 4-109(b) of the Local Government Article). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (§ 4-304(c) of the Local Government Article), and for an annexation resolution is no earlier than 45 days after enactment (§ 4-407 of the Local Government Article).*

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Annexation of Right-of-Way (ROW) on a Portion of I-70/SHA/MVA/Col. Henry K. Douglas Drive
A-2024-02

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_packet_mar_26_ph.pdf

Description

State Properties PH



CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department

One East Franklin Street • Hagerstown, MD 21740

E-mail: planning@hagerstownmd.org

Telephone: 301-739-8577, ext. 138 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Joanna Wu, Planner

DATE: March 21, 2024

SUBJECT: A-2024-02 – I-70/SHA/MVA/Col Henry K Douglas Drive Public Hearing

A public hearing is scheduled on March 26 for the annexation of I-70/SHA/MVA/Col Henry K Douglas Drive.

At the January 30 regular meeting, the annexation plan was approved and the annexation resolution was introduced. As required by State Law, four notices were advertised and the annexation plan was provided to the appropriate County, Regional, and State Planning Agencies at least 30 days prior to the public hearing.

Background

Following the annexation of Building 1 on 55 West Oak Ridge Drive, the City is also initiating the annexation of a portion of the right-of-way of I-70, 18306 Col Henry K Douglas Drive (Motor Vehicle Administration), 18320 Col Henry K Douglas Drive (State Highway Administration), and a small portion of Col Henry K Douglas Drive ROW.

The current County zoning for these properties is Highway Interchange (HI). Staff proposes providing Commercial Regional (CR) zoning, a comparable City zoning classification to the current designation and allows for the existing uses of the land. The Planning Commission reviewed the annexation plan at the meeting on January 10th and recommended the proposed CR zoning.

This annexation is consistent with the City's comprehensive plan, visionHagerstown 2035, as it will allow us to reach pre-annexation agreements in the Sharpsburg Pike area and thus expand the municipal tax base through annexation of properties served by City water.

Annexation Plan

- It is within the City's MRGA, County's UGA, and State's PFA.
- No changes to water and wastewater services are proposed.
- Electric is provided by Potomac Edison.
- No significant impact on emergency services is expected.
- No change to current ownership or service for roads is proposed since the I-70 and Col Henry K Douglas Drive rights-of-way are maintained by the State.

Update on Annexation

As requested by the Mayor and City Council, this annexation resolution will be approved following the annexation of 55 W Oak Ridge Drive (A-2024-01), which is scheduled to become effective May 17.

Next Steps

March 26: Public Hearing

May 21: Follow Up Discussion

May 28: Approval of Resolution

July 12: Effective Date

C: Directors Team

Doug Reaser, Economic Development Manager

City Attorneys

Attachment: Annexation Resolution. MDP comments

Resolution No. A-2024-02

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

WHEREAS the City of Hagerstown, pursuant to its rights and authority under the Local Government Article, §4-403 of the Annotated Code of Maryland may annex into the City additional lands in accordance with the requirements set forth therein; WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 et seq., the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, and to be popularly known as the "Interstate 70/18320 and 18306 Colonel Henry K Douglas Drive Annexation, Case No. A-2024-02" for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit A – Annexation Plat;**

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article §4- 403(b)(1), the City may annex land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed, and there being no registered voters residing on any of the properties to provide or withhold consent, **See Exhibit B – Verification;**

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4- 403(b)(2), the City may annex lands with the consent of the owners of twenty-five (25) percent of the assessed value of the property in the area to be annexed, and the lands subject to annexation within this resolution all being tax-exempt and therefore having no assessed value for purposes of consenting to or objecting to annexation, **See Exhibit B- Verification;**

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities,

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 et seq., be and are hereby amended so as to annex and include within said City all that certain area of land, contiguous to the corporate limits of the City and being more particularly described by metes and bounds in **Exhibit A – Annexation Plat** attached hereto and made a part thereof;

Section 2. And be it further resolved by the Mayor and City Council, that the subject properties to be annexed shall have zoning classification of CR (Commercial Regional) upon annexation as shown in **Exhibit C – Zoning Exhibit**.

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan**;

Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

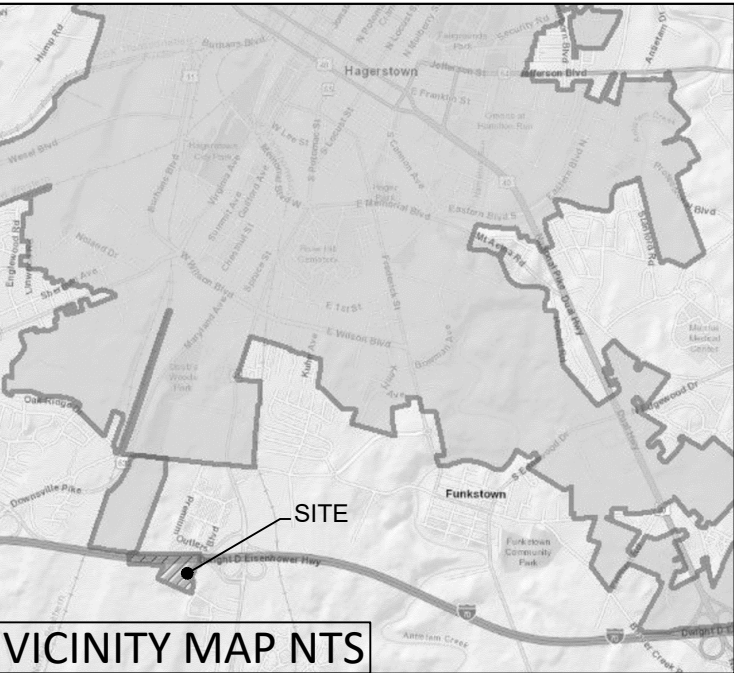
WITNESS AND ATTEST AS TO CORPORATE
SEAL

BY ORDER OF THE MAYOR AND THE CITY
COUNCIL OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Tekesha Martinez
Mayor

Date Introduced: January 30, 2024
Public Hearing Date: March 26, 2024
Date of Passage: June 7, 2024
Effective Date: July 22, 2024



VICINITY MAP NTS

HAGERSTOWN INDUSTRIAL
PROPERTIES LLC
L-F 6677-431 74.14 Acres m/l

HAGERSTOWN INDUSTRIAL
PROPERTIES II LLC
L-F 7175-327

OUTLET VILLAGE OF
HAGERSTOWN LP
L-F 1443-338

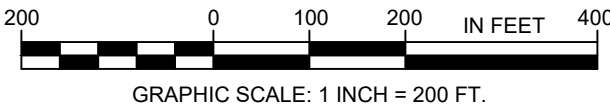
ACREAGE TABLE	
MARYLAND ROADS COMMISSION (I-70)	13.29 acres m/l
MARYLAND ROADS DEPT OF TRANSPORTATION	13.37 Acres m/l
MARYLAND MVA	13.61 Acres m/l
total annexation	40.27 acres m/l

GENERAL NOTES:

Coordinates and rotation based on Hagerstown City Control Monuments 100 & 225
Current owners of record are: MARYLAND ROADS COMMISSION, MARYLAND ROADS DEPT OF TRANSPORTATION & MARYLAND MVA.
Current County Zoning Classification: HI
Proposed City Zoning Classification: I-MU
Annexation Effective Date :xxxxxxx-2024.
Case # A-2024-01

"I hereby certify that the intent of this annexation plat is to incorporate these parcels into the corporate limits of the City of Hagerstown. The legal owners of record are MARYLAND ROADS COMMISSION, MARYLAND ROADS DEPT OF TRANSPORTATION & MARYLAND MVA
The undersigned adopted Resolution No. _____ on _____

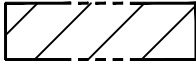
Tekesha A. Martinez, Mayor
of the City of Hagerstown



Wash Co MISC Plat # _____

This plat does not represent any property conveyances nor have any lot lines changed.

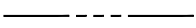
EXISTING CORPORATE BOUNDARY



I 70 ROW-SHA-MVA ANNEXATION



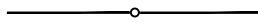
RIGHT OF WAY



PROPERTY LINES



PROPERTY CORNER



Line Table			Curve Table				
Line #	Length	Direction	Curve #	Length	Radius	Chord Length	Chord Bearing
L1	300.00	S05° 24' 56"W	C1	953.82	11609.16	953.55	S86 43 50E
L2	394.38	S20° 56' 21"W	C2	58.74	166.00	58.44	S49 08 40E
L3	1012.15	S65° 28' 46"E	C3	1514.92	11309.16	1513.78	N88 12 30W
L4	44.46	S62° 50' 23"E					
L5	669.06	S59° 15' 42"E					
L6	5.19	S06° 57' 05"W					
L7	28.93	N64° 01' 45"E					
L8	248.51	S59° 26' 11"E					
L9	789.93	N07° 33' 47"E					
L10	101.85	N84° 29' 07"W					
L11	35.28	N30° 40' 56"W					
L12	791.89	N81° 26' 54"W					
L13	393.44	N11° 31' 21"E					
L14	308.61	N11° 31' 23"E					
L15	430.77	S87° 57' 15"W					

WASHCO ARNETT II
FARM LLC
L-F 5556-338

WALMART REAL
ESTATE BUSINESS
TRUST
L-F 5081-454

MD ST POLICE
L-F 544-640
SHA plats
49858,30564&66

MD ROADS DEPT OF
TRANSPORTATION
L-F 715-583
SHA Plat 47213

PETRE ROY E &
PETRE MARTHA E
L-F 5081-398

MD ROADS COMMISSION
SHA PLATS 30562-66

HAGERSTOWN INDUSTRIAL
PROPERTIES LLC
L-F 6677-431

MD MVA
L-F 821-186
SHA plat 49858

MCTAWS LIMITED
PARTNESHIP
L-F 1095-410

MCTAWS LIMITED
PARTNESHIP
L-F 1095-704

CHAE MICHAEL S
& CATHARINA J
L-F 4169-489

MD RT 65-A Col. Henry Douglas Dr

SATI HOTELS LLC
L-F 4922-142

CBOS INC
L-F 1503-714

SURVEYOR'S CERTIFICATION

I hereby certify that the plat shown hereon is correct and that existing monumentation was held as the property corner where such monumentation closely agrees with the recorded deed calls and that according to my professional opinion, the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9, Subtitle 13, Chapter 6.03 of the Annotated Code of Maryland and the Guidelines and Requirements for Annexation Surveys for the City of Hagerstown.

Jeff N. Swan, MD Professional
Licensed Surveyor # 21552
Exp. 12-22-2025

I-70 SHA,MVA ANNEXATION

CITY OF HAGERSTOWN, MARYLAND
DEPARTMENT OF
PARKS & ENGINEERING

Washington County Tax Map No.48
WASHINGTON COUNTY, MARYLAND

Drawn By: JNS Date: 1-9-2024 Scale 1" = 200'

Survey By: JNS Date:
Date: 1-4-2024

SHEET No.

CITY DRAWING NUMBER

1 of 1

A-2024-02

70-126-01

EXHIBIT B

VERIFICATION

I, Tekesha Martinez, Mayor of the City of Hagerstown, Maryland, hereby CERTIFY
that:

1. There are no residents in the area to be annexed, and therefore there are no
registered voters from whom to obtain consent pursuant to the Maryland
Annotated Code, Local Government Article §4-403(b)(1).
2. The properties that are the subject of this annexation consists of all tax-
exempt property and the consent of tax-exempt property owners is excluded
from the 25% requirement of the Maryland Annotated Code, Local
Government Article §4-403(b)(2).

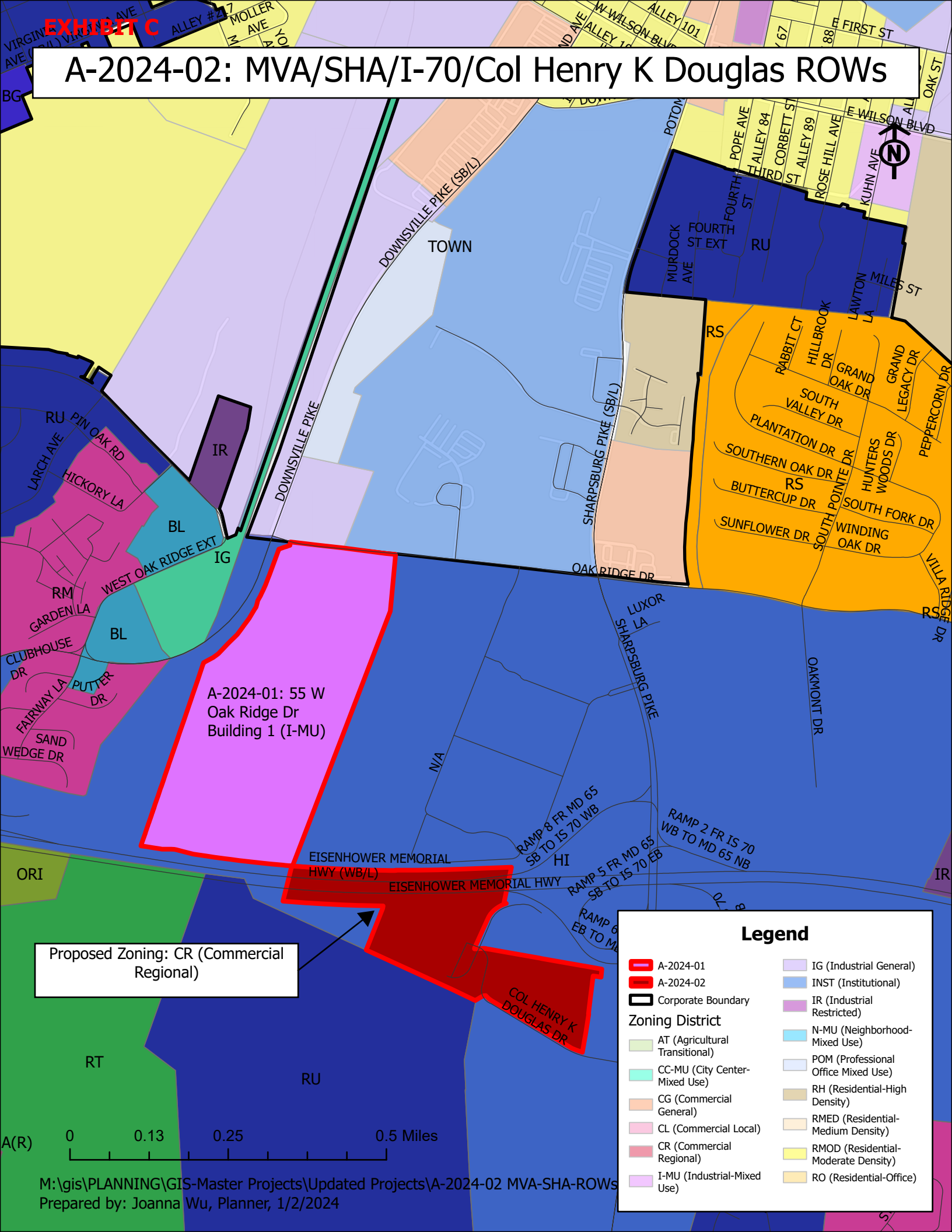
WITNESS my hand and Seal of the City of Hagerstown, Maryland this ____ day of
_____, 2024.

Tekesha Martinez, Mayor

(SEAL)

Donna K. Spickler, City Clerk

A-2024-02: MVA/SHA/I-70/Col Henry K Douglas ROWs



A-2024-01: 55 W Oak Ridge Dr Building 1 (I-MU)

Proposed Zoning: CR (Commercial Regional)

Legend

- | | |
|--------------------------------|-------------------------------------|
| A-2024-01 | IG (Industrial General) |
| A-2024-02 | INST (Institutional) |
| Corporate Boundary | IR (Industrial Restricted) |
| Zoning District | |
| AT (Agricultural Transitional) | N-MU (Neighborhood-Mixed Use) |
| CC-MU (City Center-Mixed Use) | POM (Professional Office Mixed Use) |
| CG (Commercial General) | RH (Residential-High Density) |
| CL (Commercial Local) | RMED (Residential-Medium Density) |
| CR (Commercial Regional) | RMOD (Residential-Moderate Density) |
| I-MU (Industrial-Mixed Use) | RO (Residential-Office) |

City of Hagerstown, Maryland
Annexation Case No. A-2024-02

Property Owners: Maryland State Highway Administration (SHA), Maryland Motor Vehicle Administration (MVA)
Applicant: City of Hagerstown
Location of Property: Interstate 70 ROW, 18320 and 18306 Col Henry K Douglas Drive, Col Henry K Douglas Drive ROW

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed

- A. The area of annexation is approximately +/- 40.27 acres.
- B. The proposed zoning is CR (Commercial Regional), which are continuations of the types of zoning classifications on the adjacent properties. The purpose of the CR District is to provide locations for major retail shopping centers and other commercial uses. The existing Washington County zoning classification is HI (Highway Interchange).
- C. The CR zoning classification proposed for this site is similar in scope and permits similar uses as the County's current zoning of HI.
- D. It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 Comprehensive Plan, visionHagerstown 2035.
- E. It is within the County's Urban Growth Boundary and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities

- A. The land proposed to be annexed are transportation ROW owned and/or maintained by the State Highway Administration and two existing State agency facilities. Continued

use of these transportation corridor and the State agency facilities would have no adverse impact on Washington County facilities.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed

- A. Currently, there is no City water or wastewater service in the area proposed to be annexed and none is planned because the land is transportation ROWs. Changes to water or wastewater service for SHA and MVA are not proposed.
- B. The Electric Distribution System is external to the Hagerstown Light Department electricity utility operating territory. Electric utility service is provided by the Potomac Edison Company of First Energy.
- C. The City of Hagerstown Light Division normally supplies street light service to local public streets and supplies the manpower and equipment to serve a new area once the developer builds the infrastructure. However, streetlights already exist in the area proposed to be annexed and no change to current ownership or service is proposed.
- D. No significant impact on emergency service delivery is expected.
- E. Currently, the area proposed to be annexed contains two public roads – a section of I-70 and a section of Col Henry K Douglas Drive, which are both maintained by the State. No change to current ownership or service is proposed.
- F. Parks and recreation facility expansion are not proposed for this annexation.
- G. Police protection within the transportation ROW's in the area proposed to be annexed will be provided by the State Police, County Sheriff, and Hagerstown Police Department, as appropriate.
- H. No persons currently reside or will reside within the area proposed to be annexed and so no persons will require receipt of City of Hagerstown services nor be required to pay for any City services.



Maryland DEPARTMENT OF PLANNING

March 5, 2024

The Honorable Tekesha Martinez
City of Hagerstown, City Hall
1 E. Franklin St.
Hagerstown, MD 21740

Re: 18320 and 18306 Col Henry K Douglas Drive Annexation

Dear Mayor Martinez:

Thank you for providing the Maryland Department of Planning (MDP) with information pertaining to the 18320 and 18306 Col Henry K Douglas Drive and ROWs annexation. MDP has reviewed your submission and offers the following comments for consideration.

As you are aware, §4-416(b) of the Local Government Article specifies that the new zoning for the annexed land cannot be substantially different from the existing county zoning, without the express consent of the Washington County Commission. In reviewing this annexation request, it is the Department's view that the proposed city zoning appears to not be substantially different from the current county zoning from a use perspective, as the proposed Commercial Regional [CR] zone allows similar uses to the existing county zoning of Highway Interchange [HI]. Both zones allow commercial related uses and uses accessory to commercial development. The city zoning appears to also not allow substantially higher density than the current county zoning, as the proposed CR zoning district is commercial in nature and does not allow residential uses. MDP recommends that the city confer with Washington County to confirm consistency of zoning, as provided in §4-416 of the Local Government Article. Please see MDP's attached Annexation Review for further details of our analysis.

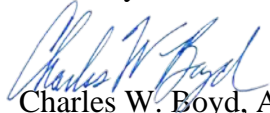
The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA). Based on MDP's review of the annexation, the proposed zoning, and the county's Water and Sewerage Master Plan (WSP), the subject property appears eligible to remain designated as a PFA upon annexation. The 2018 comprehensive plan vision Hagerstown 2035 notes this parcel as being in a "Medium Range Growth Area" as shown on Map 2-4 "Hagerstown Growth Boundaries". The parcels are classified as S-1 Priority (Existing or Under Construction Service) in the 2009 Washington County WSP, 2019 Administrative Amendment WS-19-002. This area is listed on Pg. 29 of Appendix H in the county WSP as S-1 on the map titled "Sewerage Service for Urban Growth Area and the Smithsburg Town Growth Area". Upon the effective date of this annexation resolution, and once MDP has received official notification of the annexation from the Department of Legislative Services, MDP will confirm that no changes

have occurred since our initial review and affirm the Municipal PFA eligibility of the property. If the City of Hagerstown does not want the annexation parcel to be considered for designation as a Municipal PFA, then the city should notify MDP prior to the effective date of the annexation.

Enclosed you will find important information concerning post annexation notification and participation in the Census Bureau's Boundary and Annexation Survey. The city should follow the appropriate procedures so that the annexed property is legally established as part of the incorporated municipality. To expedite MDP's updating of the PFA status, please send Joe Rogers a copy of the notification transmitted to the Department of Legislative Services.

If you desire further assistance please contact regional planner, Joe Rogers, at (301) 338-0529.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles W. Boyd".

Charles W. Boyd, AICP

Assistant Secretary of Planning Services

cc: Joanna Wu, Planner, City of Hagerstown
Jill Baker, Washington County Planning
Joe Griffiths, Manager Local Assistance and Training MDP
Dave Cotton, Planning Supervisor MDP
Joe Rogers, Regional Planner MDP

Attachments: Maryland Department of Planning Annexation Review
Municipal Reporting Responsibilities Following Annexation
Municipal Charter or Annexation Resolution Reposition Form

Annexation Review

18306 and 18320 Col Henry K Douglas Drive

Municipality	Hagerstown
Name of Annexation	18306 and 18320 Col Henry K Douglas Drive
Resolution Number	A-2024-2
Size of Parcels	40.27 Acres
Is the property contiguous in accordance with Section 4-401?	No
Public Hearing Date	3/26/2024
Current County Zoning	
Existing Density	

Purpose of the Current County Zoning District

The Highway Interchange District is established to provide suitable locations for commercial activities or light industrial land uses that serve highway travelers, provide goods and services to a regional population, or uses that have a need to be located near the interstate highway system to facilitate access by a large number of employees, or the receipt or shipment of goods by highway vehicles. In addition to providing accessible locations, the Highway Interchange District is intended to protect the safe and efficient operation of the interchange and to promote its visual attractiveness. Site design guidelines will balance the needs for visibility with moderation of visual clutter, signs, and excessive lighting.

Permitted Use in the Current County Zoning District

Local retail goods and service shops, neighborhood shopping centers, funeral establishments, offices and clinics, professional and business, retirement uses, nursing, and boarding homes, schools for performing and visual arts, community meeting halls, self-storage mini-warehouses, and libraries.

Proposed Municipal Zoning

Purpose of the Proposed Municipal Zoning District

To provide for commercial uses customarily found in a regional shopping center.

Permitted Use in the Proposed Municipal Zoning District

Emergency Services, civic and social organizations, fitness and recreation centers, museums, artists studios, banking institutions, business service centers, medical labs, funeral homes, scientific research facilities, conference centers, pubs and brewery operations, movie theaters, clubs, laundry services, farm equipment and supply stores, kennels, mixed use buildings, retail, wholesale, automotive repair and sales, and parking lots and garages.

Are the permitted uses in the proposed municipal zoning similar to those in the county zoning? Yes

The proposed municipal zoning classification appears to be generally similar to the county zoning classification because the allowable uses for each zone are similar in nature. Both zones allow similar commercial uses including offices, conference centers, retail, and artisanal uses by right.

Is the permitted density in the proposed municipal zoning similar to density permitted in the county zoning? Yes

Since these zones are commercial in nature the proposed zoning density will not increase as residential uses are not permitted in either zoning district.

County waiver recommended? No

N/A

Issues of State interest:

N/A

Is the property in a Designated Growth Area? Yes

This area is mentioned as a future annexation area in the visionHagerstown 2035 Comprehensive Plan Map 2-3: Planned and Future Development. Map 2-4 Hagerstown Growth Boundaries shows this area as being in a Medium Range Growth Area (MRGA) for the city and as planned for future development.

Is the property eligible to become a Priority Funding Area? Yes

The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA) and is eligible to remain PFA upon annexation. The Hagerstown Comprehensive Plan notes this parcel as being in a future annexation area and the county designates this parcel as being in their "Urban Growth Boundary". This parcel is classified as S-1 and W-1 in the 2009 Update of the Washington County Water and Sewerage Plan and currently has access to water and sewer service.

Maryland Department of Planning Reviewer: joseph.rogers@maryland.gov

Date Submitted: 2/6/2024



MUNICIPAL REPORTING RESPONSIBILITIES FOLLOWING ANNEXATION

State Municipal Reporting Responsibilities

There are state law municipal reporting responsibilities requiring the municipality to promptly submit certain information after an annexation is approved:

1. The Local Government Article, section § 4-414, Annotated Code of Maryland, requires that municipalities send a copy of the annexation resolution with the new boundaries to the Maryland Department of Legislative Services if an annexation is approved. Please copy the Maryland Department of Planning so that we are aware of the approved annexation boundaries.

The copy of the annexation resolution, along with the Municipal Charter Or Annexation Resolution Reposition Form (below), with the new boundaries shall be sent within 10 days after the resolution takes effect to:

State Department of Legislative Services
Legislative Division
90 State Circle
Annapolis, Maryland 21401

2. State law requires that upon annexation approval, the chief executive and administrative officer of a municipality that has annexed property forward the annexation resolution and map with the new boundary to the local municipal clerk, Clerk of the Court in the county or counties in which the municipal corporation is located and, for those municipalities in Montgomery and Prince George's County, to the Maryland-National Capital Park and Planning Commission.

Census Bureau Boundary and Annexation Survey

To ensure that persons residing on annexed land are counted as part of the municipal population, the U.S. Census Bureau periodically mails to all municipal corporations a Boundary and Annexation Survey (BAS).

Following an annexation, no immediate action is required. The Census Bureau will notify the person who has been identified by the municipality as the contact person by mail and/or e-mail. Municipalities may submit boundary corrections or changes through the Bureau's free Partnership software. In the past, the U.S. Census Bureau mailed out the BAS survey on a varying schedule based on the population size of the incorporated town. The Mayor or other municipal officials must complete the BAS, update the maps and certify that the boundary shown reflects the legal corporate limits as of January 1 of the survey year. Boundary information must be returned to the Census Bureau by March 1st of the survey year to be properly recorded for the Census Bureau's annual population estimates and American Community Survey products.

The purpose of the Survey is to obtain the most accurate boundary information, including boundary changes due to annexations, detachments, mergers, or other reasons. These boundary changes are incorporated into the Census Bureau's files and used for tabulating Census data. The BAS information is used to provide an appropriate record for reporting the results of the decennial and economic censuses, and annual surveys such as the Population Estimates Program and the American Community Survey.

Maryland Department of Planning can assist municipalities in updating their boundary information. Questions regarding the Census Bureau's Boundary and Annexation Survey or assistance in submitting the BAS may be referred to Alfred Sundara at the Maryland Department of Planning at 410-767-4002 or alfred.sundara@maryland.gov.

Additional information about the Census Bureau's BAS program is available at the following link
<https://www.census.gov/programs-surveys/bas.html>

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Section 4-109 of the Local Government Article of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Georgeanne Carter, Legislative Counsel
Municipal Resolution Reposition
Department of Legislative Services
90 State Circle
Annapolis, MD 21401-1991

_____	_____
Municipal Corporation	County(ies)

Name and Title of Official Submitting this Resolution	
_____	_____
Address	Phone
_____	_____
	Date of Submitting this Resolution*

_____	_____
Resolution Number	Date Enacted by Legislative Body

	Effective Date**

1) *For an annexation resolution*, state the charter section (e.g., boundary description section, appendix) that is amended _____ OR state the charter section (e.g., general powers section) pursuant to which the property is annexed _____. *(Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property.)*

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted _____ OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments_____.

2) Number of votes cast by the legislative body for _____ and against _____ this resolution.

3) Will this resolution be petitioned to referendum?

If "yes", date of the referendum election (if known)_____.

** A resolution should be submitted to the Department of Legislative Services **10 days after the effective date** of the resolution (§ 4-109(b) of the Local Government Article). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (§ 4-304(c) of the Local Government Article), and for an annexation resolution is no earlier than 45 days after enactment (§ 4-407 of the Local Government Article).*

DLS/9-14

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

February 6, 2024, February 13, 2024, February 20, 2024, and February 27, 2024

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Minutes.pdf

Description

Motion - Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: March 26, 2024

TOPIC: **Approval of Minutes**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on February 6, 2024, February 13, 2024, February 20, 2024, and February 27, 2024.

DATE OF PASSAGE: March 26, 2024

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Open Container Exemption for 2024 Downtown Events

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Consent_Agenda.pdf

2024_Open_Container_Exemption_for_2024_Downtown_Events_(1).pdf

Description

Motion - Consent
Agenda

Open Container
Exemptions for 2024
Events

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: March 26, 2024

TOPIC: Consent Agenda

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move that all the Consent Agenda be approved as presented.

Note: If you want to discuss any one item listed on the Consent Agenda, you must first make a request to remove that item from the Consent Agenda. The item automatically is moved to the last item under New Business and may then be discussed at that time. The appropriate motion for approval then is:

“I hereby move that the Consent Agenda, with the exception of (list item and topic) be approved.”



CITY OF HAGERSTOWN, MARYLAND

Office of Community Engagement
1 E Franklin Street, Suite 210A, Hagerstown, MD 21740

TO: Scott Nicewarner

FROM: Brittany Arizmendi, Community Engagement Officer

DATE: March 13, 2024

SUBJECT: Open Container Exemption for 2024 Downtown Events

Staff will attend the preliminary agenda review during the March 19, 2024, Work Session to answer any questions regarding requested exemptions to the Open Container Law for multiple downtown events where alcohol is being requested.

Action Requested

Staff seeks approval of the following exemptions at the March 26, 2024 Regular Session:

Downtown Hagerstown Main Street/A&E District Events

Decades Music Series (University Plaza)

- Friday, April 26, 2024
- Friday, May 24, 2024
- Friday, June 21, 2024
- Friday, July 26, 2024
- Friday, September 27, 2024

MDWK Music & Market (University Plaza)

- Wednesday, July 10, 2024
- Wednesday, July 17, 2024
- Wednesday, July 24, 2024
- Wednesday, July 31, 2024
- Wednesday, August 7, 2024
- Wednesday, August 14, 2024
- Wednesday, August 21, 2024

End of Summer Block Party – South Potomac Street – Friday, August 23, 2024
Fall Folk Festival – University Plaza & S Potomac Street – Saturday, October 5, 2024

Outside Organizations

McIlhenny Chili Cookoff – University Plaza – Saturday, May 11, 2024
Juneteenth Celebration – University Plaza – Friday, June 14 & Saturday, June 15, 2024
Caribbean Carnival – S. Potomac Street – Saturday, July 6, 2024
Christkindl Markt – University Plaza – Friday, December 13 & Saturday, December 14, 2024

Application/permits will be submitted for Mayor's signature at least one month in advance of the event.

Per the City of Hagerstown's Open Container Law, the Mayor and City Council may permit the possession of alcoholic beverages in open containers on the streets, lanes, alleys, sidewalks, parking lots or public ways of the City during special events upon application or upon its own initiative.

If approved by the Mayor and City Council, the applicants will go to the Liquor Board for review and final approval. They will be requesting One Day Event Licenses, which allow a non-profit, society, corporation, organization, or association to serve and sell alcoholic beverages at a non-licensed establishment, with fencing surrounding the area, if outside.

The City's Logistics Committee (representatives from Community Engagement, Public Works, Engineering/Parks & Recreation, Police, Fire, Utilities, and HR/Liability) review all facets of these events to ensure compliance, safety, and to create conditions for optimal event outcome. All applicants will provide the City with a Certificate of Insurance naming the City of Hagerstown as additional insured on a \$2 million policy.

SAMPLE

APPLICATION/PERMIT

The undersigned does hereby make application to the City of Hagerstown, Maryland, to utilize the property/facilities of the City more particularly described as follows:

University Plaza(see Attachment A)

on the following dates:

April 26, May 24, June 21, June 27, and September 27, 2024

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

Hub City Brewery will be holding the liquor license during the Decades Music series taking place in University Plaza on Friday, April 26, May 24, June 21, July 26, and September 27, from 6:00 pm to 8:00 pm. Hub City Brewing LLC will be the sole provider and server of alcohol sales and will only be selling to those who are of legal drinking age.

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: Hub City Brewery
Applicant Address: 25 W Church Street, Hagerstown, MD 21740

and to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she/it shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).
2. Abide by all Statues, Acts, Ordinances, and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.
4. The applicant does hereby agree that it shall be responsible for the costs of all City services incurred in connection with the event.
5. The applicant agrees that he/she/it shall furnish and does furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all

claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The Applicant shall abide by all rules applicable to the facility utilized and/or promulgated by the City and contained in this application. (see Attachment B)

- 6. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
- 7. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any attachments the terms set forth herein shall govern and prevail.

Date: _____

Name of Applicant: David Blackmon

By: _____

Address: 25 W Church Street
Hagerstown, MD 21740

Telephone: 301-401-1273

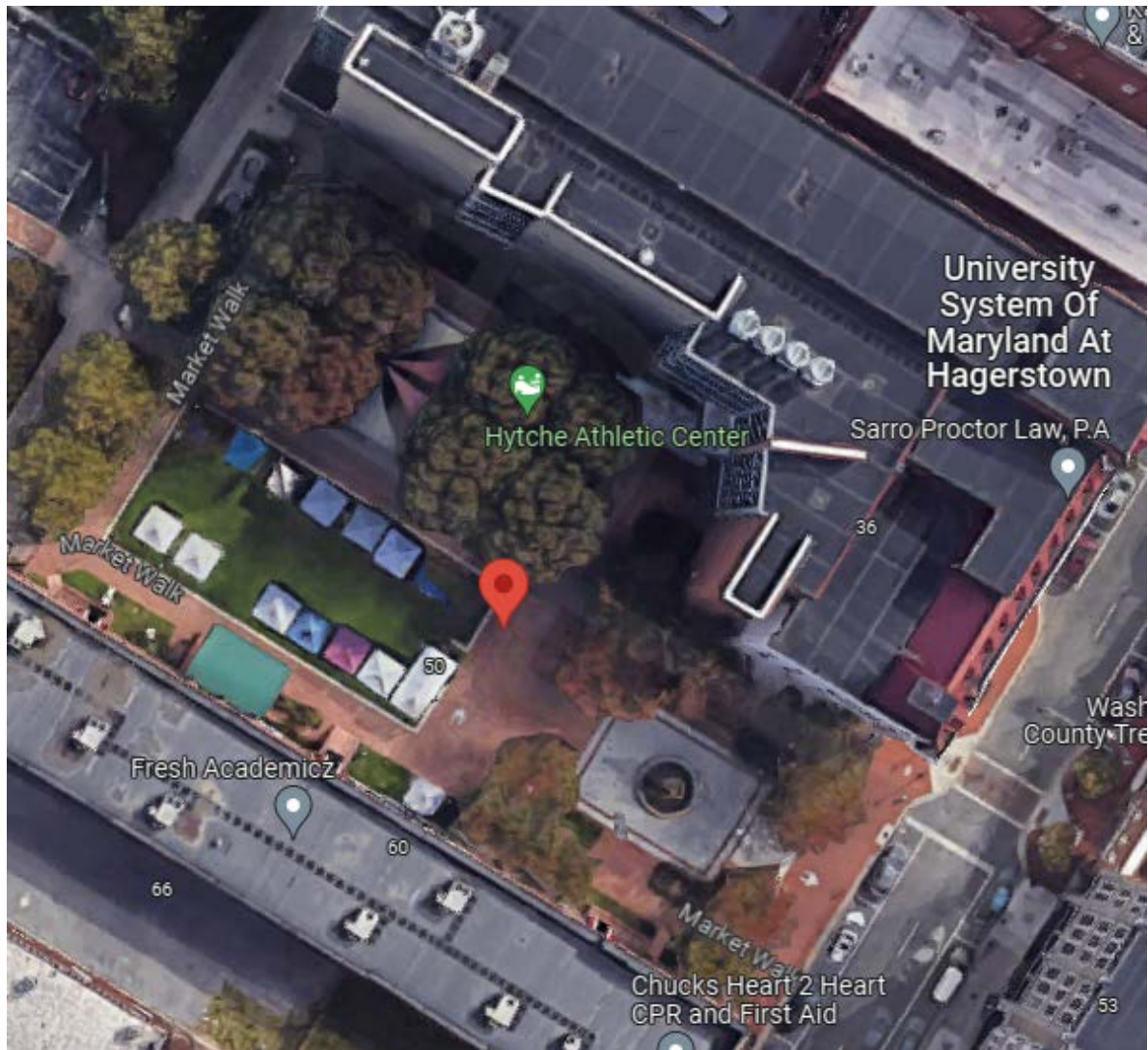
ACCEPTANCE

The foregoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. This permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

CITY OF HAGERSTOWN, MARYLAND

By: _____

ATTACHMENT A



ATTACHMENT B

It is understood by the applicant that this permit is subject to the terms and conditions below.

1. University Plaza is leased for no cost to the City of Hagerstown on Friday, April 26, May 24, June 21, July 26, and September 27, 2024 from 1:00 pm to 9:00 pm for set-up, event, and clean-up.
2. Hub City Brewery is licensed to serve alcohol in University Plaza can serve alcoholic beverages and will limit this activity to individuals who are legally able to drink alcohol, have the event beverage cup, and are in University Plaza.
3. Hub City Brewery will sign this permit and Hold Harmless Agreement, as well as provide insurance on a two million dollar (\$2,000,000) insurance policy.

**CITY OF HAGERSTOWN
HOLD HARMLESS AGREEMENT**

Lessee/User: Hub City Brewery

Event/Use: DECADES Music Series

Location: University Plaza - 50 W Washington Street

Date(s) of Use: Friday, April 26, May 24, June 21, July 26, and September 27, 2024
from 6:00 pm to 8:00 pm,

The Lessee/User agrees that it shall indemnify the City of Hagerstown and hold harmless the City of Hagerstown against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend The City of Hagerstown at Lessee's/User's expense against any and all claims, suits, demands, of whatsoever nature or kind.

Witness: _____ Hub City Brewery
Lessee/User

Witness: _____
By (Signature and Title)

Date: _____ 25 W Church Street
Address

Hagerstown, MD 21740
City, State, Zip

301-401-1273
Phone

Return to:
Brittany Arizmendi
Community Engagement Officer
City of Hagerstown
301-739-8577 Ext 344
240-500-4582 (cell)
301-766-4258

barizmendi@hagerstownmd.org

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Flashover Simulator - Fire Training Structures (Phoenix, AZ) \$ 119,921.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_-_Flashover_Observation_Simulator_Signed_Consent_Form.pdf
Consent_Flashover_Simulator.pdf
Memo_-_Flashover_Simulator.pdf

Description

Signed Consent Form
Flashover Simulator
Memo Flashover Simulator

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This equipment allows for realistic, life-saving, firefighter training in a controlled burn environment. The next closest flashover simulator is located in Louden County, Virginia. HFD will recognize significant time and cost savings by being able to train "at home".

Signature / Date

J. DeBacco 3/12/24
Signature / Date

(2) Purchasing Agent

COMMENTS

*New Vendor - need forms completed
CTF requested 3/14/24*

Signature / Date

Tyler Fries 3/14/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate ARPA funding to reallocate for this purchase.

Signature / Date

Michelle H 3/13/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Signature / Date

Scott McEnamney 3/14/24
Signature / Date



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 03/26/2024 Special Session Date: _____

Originating Department: Fire Division (if applicable): _____

Department Director or Manager: John DiBacco, Fire Chief

Account/Project Name: Flashover Observation Simulator (Training Center)

Account No: _____ CIP Control No. ARP27

Budget Amount: \$ _____ Account Balance: \$ _____ Unbudgeted Amount: \$ _____

Fiscal Year: FY24 Source of Funds: ARPA

Quantity	Description	Value
1	Flashover Simulator	\$ 114,971.00
1	2 additional training days: train-the-trainer for up to 12 instructors	\$ 3,100.00
1	Thermal Temperature Monitoring System	\$ 1,850.00
TOTAL VALUE OF PROJECT		\$ 119,921.00

ABOVE TO BE USED FOR: A flashover simulator is a series of containers installed and configured as a burn structure which allows for live fire training using ordinary combustible materials in a controlled instructional environment.

RECOMMENDED VENDOR: Business Name: Fire Training Structures
Business Address: 1005 North 50th Street
City/State/Zip: Phoenix, AZ 85008

Bid/Proposal/Quote No.: B1814.24 Sole Source? _____ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Symtech Fire LLC	Berkeley Heights, NJ	114,800.
Media Centre	Temple Hills, MD	197,999.

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This equipment allows for realistic, life-saving, firefighter training in a controlled burn environment. The next closest flashover simulator is located in Loudoun County, Virginia. HFD will recognize significant time and cost savings by being able to train "at home".


Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date




CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

March 19, 2024

TO: Scott Nicewarner, City Administrator

FROM: John DiBacco, Fire Chief 

SUBJECT: Flashover Observation Simulator – Fire Behavior Lab

Staff recommends that Mayor and Council approve the purchase of a flashover simulator from Fire Training Structures of Phoenix, AZ. Three bids were received for the flashover simulator RFP. Fire Training Structures (FTS) was fully responsive to our RFP requirements and are our preferred vendor moving forward with the Flashover Simulator project. Symtec failed to respond to all information requested in the RFP, quoting their base model which did not have all the required items, or they failed to show that their product would meet the requirements. Media Centre did not provide specifications or references.

FTS has a 4-month installation period from initiation of contract and provide a two-day training program on how to use their device. Additionally, one item that was requested for optional pricing was additional train-the-trainer training programs for our instructional personnel. The pricing of their program for two days of training is \$1,550.00 which is significantly lower than that of the other bids received. Another item that was requested for optional pricing was a thermal temperature monitoring system. The price for this option through FTS is \$1,850. While not the low bid overall, FTS meets our RFP requirement without question and is the preferred vendor.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Monthly Cloud Backups of 650 M365 User Accounts - SHI International Corp. (Somerset, NJ) \$18,682.68

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT_-_Global_Data_Vault_M365_Cloud_Backup_Renewal.pdf

Description

IT - Cloud Bckups of 650
M365 User Accounts



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 3/19/24 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: James R Snyder

Account/Project Name: Global Data Vault (GDV) M365 annual Cloud backup renewal

Account No: 0107200-537702 CIP Control No. _____

Budget Amount: \$ ~~18,682.68~~ 18,682.68 Account Balance: \$ 350,218.34 Unbudgeted Amount: \$ _____

Fiscal Year: FY24 Source of Funds: General Fund - IT Operating Budget

Quantity	Description	Value
12	Monthly cloud backups of 650 M365 user accounts for the City.	\$ 1,556.89
	Includes: <u>12 months x 1,556.89/month</u>	<u>\$ 18,682.68</u>
	- OneDrive	
	- Sharepoint	
	- Teams	
	Backups facilitated through Global Data Vault (GDV)/Veeam software	
TOTAL VALUE OF PROJECT		\$ 18,682.68

ABOVE TO BE USED FOR: Annual renewal for cloud backups of all city M365 accounts, including all OneDrive, Sharepoint, and Teams data via Veeam backup software.

RECOMMENDED VENDOR: Business Name: SHI International Corp
Business Address: 290 Davidson Ave
City/State/Zip: Somerset, NJ 08873

Bid/Proposal/Quote No.: Quote# 245573841 Sole Source? ☒ Yes ☐ No

OTHER VENDORS		
Firm	City/State	Total Amount
SOLE SOURCE	Piggybacking off of SHI/Sourcwell	
	purchasing contract # 081419	
	(attached)	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This licensing allows the city to backup all M365 data offsite (to the Cloud) for recovery purposes, as needed. This is a 12-month renewal of the back-up agreement.

James R. Snyder Digitally signed by James R. Snyder
Date: 2024.02.29 09:53:53 -05'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Ty Oel Frae 3/14/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve- there is adequate funding in the FY24 operating budget to cover this cost.

Michelle [Signature] 3/13/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approve

[Signature] 3/14/24
Signature / Date



Pricing Proposal
Quotation #: 24557381
Created On: 2/29/2024
Valid Until: 3/29/2024

MD-City of Hagerstown

Tim McCarty
1 E. FRANKLIN ST
ATTN: ACCOUNTS PAYABLE
Hagerstown, MD 21740
United States
Phone: 3017398577268
Fax:
Email: tmccarty@hagerstownmd.org

Inside Account Executive

Alex Friedman
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 This quote covers 650 M365 user account backups to also include OneDrive - SharePoint and Teams backups. This M365 Veeam backup service will provide unlimited storage and unlimited retention for the user accounts. The Veeam licensing is included. Veeam Software - Part#: Veeam Back- up Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 5/1/2024 – 4/30/2025 Note: 12 months covered **Will be billed monthly** Each QTY represents a month**	12	\$1,556.89	\$18,682.68
Total			\$18,682.68

Additional Comments

Veeam has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



CONTRACT EXTENSION


Contract Number: #081419-SHI

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp. (Vendor), 290 Davidson Avenue, Somerset, NJ 08873 have entered into Contract #081419-SHI for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

SHI International Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2022 | 8:56 AM CST

DocuSigned by:

By: 1EA41C2ECB48407...
Erin Rose
Title: Sr. Contracts Specialist
Date: 11/17/2022 | 9:57 AM EST



Solicitation Number: RFP#081419

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Ave., Somerset, NJ 08873 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under a Scope of Work. "Scope of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services

to be provided the associated schedule and price and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Vendor may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The

new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate this Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: SHI International
290 Davidson Ave.
Address: Somerset, NJ 08873
Contact: Aimee Ballenger
Email: aimee_ballenger@shi.com
Phone: 678-708-3906
HST#: 22-3009648

Submission Details

Created On: Thursday June 27, 2019 20:01:55
Submitted On: Tuesday August 13, 2019 20:57:55
Submitted By: Aimee Ballenger
Email: aimee_ballenger@shi.com
Transaction #: de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address: 161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873
3	Proposer website address:	https://www.shi.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader.</p> <p>Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success.</p> <p>As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively.</p> <p>We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.</p>

8	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, Cloud, and other products and services for each individual Sourcewell member.</p> <p>In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner.</p> <p>In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem.</p> <p>It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units.</p> <p>Our purpose is to provide the best overall value to each Sourcewell member, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.</p>
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9	What are your company's expectations in the event of an award?	<p>SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include</p> <ol style="list-style-type: none"> 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train our entire Public Sector sales and sales-support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its Members. 4. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: <ul style="list-style-type: none"> • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. <p>We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space.</p> <p>Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively.</p> <p>If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over \$100M in the first year.</p> <p>In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.</p>
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10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached \$10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth.</p> <p>The SHI Public Sector unit made up \$2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach.</p> <p>Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives.</p> <p>Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues.</p> <p>We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability.</p>
11	What is your US market share for the solutions that you are proposing?	<p>Overall Market Share based on Fortune 100, 500 & 1000</p> <ul style="list-style-type: none"> • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) <p>SHI Overall Product Mix</p> <ul style="list-style-type: none"> • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking <p>Market Share Indicators for Software</p> <p>SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer.</p> <p>Market Share Indicators for Hardware</p> <p>OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America.</p>
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services.</p> <p>As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants.</p> <p>We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations.</p> <p>Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide:</p> <ul style="list-style-type: none">• A robust presence that can fully support Members' technology needs, saving them both time and money.• A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase.• A strong relationship with industry partners.• An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. <p>We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts.</p> <p>Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members.</p> <p>Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment.</p> <p>SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers.</p> <p>Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement."</p> <p>We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.</p>																		
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers.</p> <p>We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response.</p> <table><tr><td>Acronis –</td><td>5 Certifications</td></tr><tr><td>Adobe –</td><td>7 Certifications</td></tr><tr><td>AGOE –</td><td>1 Certifications</td></tr><tr><td>AirWatch –</td><td>2 Certifications</td></tr><tr><td>APC -</td><td>12 Certifications</td></tr><tr><td>Apple -</td><td>17 Certifications</td></tr><tr><td>Arbor -</td><td>4 Certifications</td></tr><tr><td>Aruba -</td><td>3 Certifications</td></tr><tr><td>Avaya -</td><td>12 Certifications</td></tr></table>	Acronis –	5 Certifications	Adobe –	7 Certifications	AGOE –	1 Certifications	AirWatch –	2 Certifications	APC -	12 Certifications	Apple -	17 Certifications	Arbor -	4 Certifications	Aruba -	3 Certifications	Avaya -	12 Certifications
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AirWatch –	2 Certifications																			
APC -	12 Certifications																			
Apple -	17 Certifications																			
Arbor -	4 Certifications																			
Aruba -	3 Certifications																			
Avaya -	12 Certifications																			

Blue Coat Systems -	3 Certifications
Bluebeam -	7 Certifications
Bomgar -	3 Certifications
Business Objects -	11 Certifications
CA -	34 Certifications
Check Point -	12 Certifications
Cisco -	44 Certifications
Citrix -	88 Certifications
CIW -	1 Certifications
Commvault -	67 Certifications
Compellent -	5 Certifications
CompTIA -	35 Certifications
CradlePoint -	2 Certifications
DataCore -	1 Certifications
Dell -	92 Certifications
Dell EMC -	44 Certifications
D-Link-	4 Certifications
Domino -	1 Certifications
EMC -	54 Certifications
Emulex -	1 Certifications
ESET -	3 Certifications
Exin -	2 Certifications
F5 -	8 Certifications
HDS (Hitachi Data Systems) -	4 Certifications
HP -	201 Certifications
HPE -	327 Certifications
IBM -	174 Certifications
IBM hardware -	11 Certifications
Imation/Nexsan -	4 Certifications
ISC2 -	10 Certifications
ITIL -	5 Certifications
Ixia -	3 Certifications
Juniper -	28 Certifications
LanDesk -	10 Certifications
Lenovo -	26 Certifications
LogRhythm -	3 Certifications
McAfee -	92 Certifications
Mellanox -	2 Certifications
Metastorm -	1 Certification
Microsoft -	1090 Certifications
Motorola -	8 Certifications
MS0616813816 -	1 Certification
NetApp -	26 Certifications
NetIQ -	6 Certifications
Nimble -	7 Certifications
Novell -	11 Certifications
Nutanix -	7 Certifications
Oracle -	340 Certifications
Other -	30 Certifications
Polycom -	14 Certifications
ProCurve -	6 Certifications
Proofpoint -	3 Certifications
Pure -	5 Certifications
Qlogic -	5 Certifications
Quantum -	2 Certifications
Quest Software -	1 Certification
Red Hat -	18 Certifications
RIM -	1 Certification
RSA -	33 Certifications
SANS.ORG -	1 Certification
Scale Computing -	1 Certification
ScriptLogic -	2 Certifications
Secure Computing / McAfee -	2 Certifications
Security Horizon -	2 Certifications
SimpliVity -	5 Certifications
Sonicwall -	2 Certifications
Splunk -	6 Certifications
Sun Microsystems -	65 Certifications
Symantec -	142 Certifications
Tegile -	2 Certifications
Tintri -	4 Certifications
Trend Micro	5 Certifications
Veeam	10 Certifications
Vision Solutions	1 Certification
VMware	300 Certifications
Watchguard	1 Certification
Websense	18 Certifications

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs.</p> <p>SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories.</p> <p>At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist.</p> <p>Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals.</p> <p>The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services.</p> <p>Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member's environment at an extraordinary value.</p> <p>Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.</p>

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion.</p> <p>2019 Awards</p> <ul style="list-style-type: none"> • Microsoft US Surface Transformation Reseller of the Year • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Ranked 10th on CRN's 2019 Solution Provider 500 • Dell Technologies Transformational Partner of the Year • SOPHOS Cloud Partner of the year • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Intel Partner of the Year for Marketing: Training for Results - Sales • CRN's 2019 Managed Service Provider 500 - Elite 150 Category • Forbes Best Employers for Diversity 2019 • Adobe Digital Media Worldwide Partner of the Year <p>2018 Awards</p> <ul style="list-style-type: none"> • VMware Partner Innovation Award: Transform Networking & Security • VMware Partner Innovation Award: Partner of the Year – Americas • VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas • Panasas Accelerate Newcomer Partner of the Year 2018 • Citrix Networking Partner of the Year • CloudHealth North America Partner of the Year • Cisco US Commercial POY - South Area • Cisco Capital POY - South Area • Cisco US Commercial POY - West Area • Cisco Advanced Collaboration Partner of the Year • Austin American-Statesman Top Workplaces • RSA North American SecurID® Suite Partner of the Year • Pure Storage Disruptor of the Year Partner Award • Partner of the Year - Municipal Information Systems Association (MISA) of Ontario • Ranked 8th on CRN's 2018 Solution Provider 500 • MSI Outstanding Channel Partner Award • Intel Partner of the Year PC Client Solution Award <p>2017 Awards</p> <ul style="list-style-type: none"> • VMware Americas Marketing Partner of the Year • VMware Global Marketing Partner of the Year • Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards

- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards

- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards

- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		<ul style="list-style-type: none"> • Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award • Cisco Meraki Partner of the Year, Americas • Cisco New Break Away Partner of the Year, Americas • GMIS International Partner Award - Diamond Level • HP PartnerOne Award for Global Reseller of the Year • McAfee Corporate Reseller of the Year 2014, North America • Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 • NJBIZ's #1 Top Minority-Owned Business • NJBIZ's #1 Top Women-Owned Business • NJBIZ's #3 Top Privately Held Company • Ranked 15th on CRN's 2014 Solution Provider 500 • SolarWinds' 2014 Partner of the Year Award • Sophos Top Performing Partner 2014 - Fifth consecutive year • Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome NASPO Software Contract <ul style="list-style-type: none"> • 2016 – \$176 Million • 2017 - \$163 Million • 2018 – 302 Million State Microsoft Software Contract <ul style="list-style-type: none"> • 2016 - \$39 Million • 2017 - \$188 Million • 2018 - \$104 Million State Microsoft Software Contract <ul style="list-style-type: none"> • 2016 - \$133 Million • 2017 - \$149 Million • 2018 - \$40 Million State Software Contract <ul style="list-style-type: none"> • 2016 - \$95 Million • 2017 - \$108 Million • 2018 - \$117 Million GSA <ul style="list-style-type: none"> • 2016 - \$64 Million • 2017 - \$85 Million • 2018 - \$84 Million
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - \$82M 2017 - \$85M 2016 - \$64M

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number*
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957
City of New York	John Gioia – Chief Contracting Officer	718-403-8503
VA-INFORMATION TECHNOLOGIES AG	Greg Searce - Strategic Sourcing Specialist	804- 416-6166

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Kentucky - KY	All IT products and services	\$16-\$1.7M	\$59,310,742	*
Not Required	Government	New York - NY	All IT products and services	\$10-\$4M	\$40,512,256	*
Not Required	Government	Louisiana - LA	All IT products and services	\$33-\$1.1M	\$40,338,113	*
Not Required	Government	New York - NY	All IT products and services	\$11-\$1M	\$30,228,675	*
Not Required	Education	Texas - TX	All IT products and services	\$10-\$1.6M	\$29,986,441	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	<p>SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels!</p> <p>In order to remain successful for Sourcewell Members, we will remain flexible in our approach and will engage with each Member on an individual basis; we understand that one size does not fit all and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers.</p> <p>U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team.</p> <p>Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion.</p> <p>Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal.</p> <p>SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish.</p> <p>Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada.</p> <p>And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources.</p> <p>All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed.</p> <p>In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services.</p> <p>We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.</p>
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26	Dealer network or other distribution methods.	<p>SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.</p> <p>In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product.</p> <p>In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost.</p> <p>While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.</p> <p>Our major distribution centers are located strategically in:</p> <ul style="list-style-type: none">• Atlanta, GA• Chicago, IL• Dallas, TX• Fontana, CA• Fort Worth, TX• Jonestown, PA• Swedesboro, NJ• Los Angeles, CA• Memphis, TN• Miami, FL• Ontario, CA• South Bend, IN• Suwanee, GA <p>SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.</p>
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27	Service force.	<p>We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas:</p> <p>Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions.</p> <p>Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI.</p> <p>Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing.</p> <p>Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members!</p> <p>Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.</p> <p>Service Providers – SHI provides services in one of three ways:</p> <p>(1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers.</p> <p>(2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed.</p> <p>(3) Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners; in addition to that network, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner in order to provide services on contract.</p> <p>Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers.</p> <p>With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.</p>

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
 - a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
 - b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.
2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours
3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
 - If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMS will take the following action:
 1. Reply to customer request within 2-4 hours, confirming receipt of request
 2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such as awaiting vendor response/additional specs are required from the customer.
4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
 - If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.
 - If the item has already shipped and the customer needs to adjust shipment location, the IAMS will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days
5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume
6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.
7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
 - Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.
8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.
9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP
10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.
11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.
12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
 - Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.
13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		<p>It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI.</p> <p>Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets:</p> <ol style="list-style-type: none"> 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. <p>We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	<p>SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract.</p> <p>SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies.</p> <p>We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.</p>
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.</p>
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.</p>

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so!</p> <p>We know the vital importance of marketing contracts and reaching all eligible Sourcewell Members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting Sourcewell.</p> <p>Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include</p> <p>Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com</p> <p>and</p> <p>Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com</p> <p>We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this:</p> <p>First week:</p> <ul style="list-style-type: none"> • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Some of the digital marketing-related items that contract customers can expect to receive and access include:</p> <p>SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News.</p> <p>Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th!</p> <p>Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested.</p> <p>Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule.</p> <p>Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically.</p> <p>With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle.</p> <p>As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members.</p> <p>We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project.</p> <p>SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.</p>

35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs.</p> <p>All of our products and services are available to Sourcwell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416</p> <p>SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal.</p> <p>SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue capabilities that provide personalized views of product information, enabling Sourcwell Members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing.</p> <p>Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which Members are eligible, such as licensing programs or other volume programs.</p> <p>SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards.</p> <p>In addition, we support the following Punch-out types:</p> <ul style="list-style-type: none"> • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Sciquest • Verian ProcureIT <p>Our Ecommerce Specialists provide training to Sourcwell Members authorized to access their customized site (e.g., sourcwellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment.</p> <p>Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools.</p> <p>Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors.</p> <p>Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.</p>
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Value-Added Attributes

Line Item	Question	Response *
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36	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members.</p> <p>While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs.</p> <p>A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments.</p> <p>Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training.</p> <p>Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722</p>
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37	Describe any technological advances that your proposed products or services offer.	<p>When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings:</p> <p>CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment.</p> <p>Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!).</p> <p>SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over \$667 million, SHI is one of the largest securities solution providers in the world.</p> <p>Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations.</p> <p>Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment.</p> <p>Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service.</p> <p>Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff.</p> <p>Our environmental initiatives focus on four areas:</p> <ul style="list-style-type: none"> • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal <p>And we exercise due diligence to:</p> <ul style="list-style-type: none"> • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage <p>SHI's goal is to consume less energy and reduce our environmental impact. We take action through:</p> <ul style="list-style-type: none"> • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items

SHI has reduced our travel-related environmental impact by promoting:

- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:

- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting <https://youtu.be/eZhNpTKEvY>.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stay ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don't provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members' unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members' assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to corporations whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs.</p> <p>Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization.</p> <p>Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda</p> <p>SHI Certifications</p> <p>WBE</p> <ul style="list-style-type: none"> • WBENC <p>MBE</p> <ul style="list-style-type: none"> • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) <p>MWBE</p> <ul style="list-style-type: none"> • Supplier Clearing House (California Public Utilities Commission) <p>SHI also has MWBE certifications with the following state governments:</p> <ul style="list-style-type: none"> • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin <p>SHI Diversity Awards (Historical Listing)</p> <ul style="list-style-type: none"> • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its Members. In fact, we share a very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology.</p> <p>We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.</p> <p>SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation.</p> <p>We provide custom technology solutions for every aspect of Members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry.</p> <p>License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes</p> <p>License Management System—Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System—this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software.</p> <p>In addition, we provide:</p> <ul style="list-style-type: none"> • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services <p>Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets.</p> <p>Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.</p>
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42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract.</p> <p>Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada.</p> <p>As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMs, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well!</p> <p>Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration.</p> <p>Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.</p>
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Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed.</p> <p>If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Typically warranty services from an OEM will not cover items from other manufacturers.</p> <p>SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.</p>

48	What are your proposed exchange and return programs and policies?	<p>SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return.</p> <p>Occasionally, the product manufacturer has a "no returns" policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order to request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer.</p> <p>Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher.</p> <p>At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!</p>
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49	Describe any service contract options for the items included in your proposal.	<p>SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary.</p> <p>In addition, SHI can provide warranty options outside of what is available from the original manufacturer for a separate fee.</p> <p>We offer several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance.</p> <p>The benefits of our Enterprise Warranties include</p> <ul style="list-style-type: none"> • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • \$0 deductible. <p>In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides</p> <ul style="list-style-type: none"> • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. <p>Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where Members need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens.</p> <p>Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use!</p> <p>If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time.</p> <p>We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America.</p> <p>In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.</p>
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Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI is an excellent alternative to buying IT products.</p> <p>The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer.</p> <p>Differences between Hardware Leasing and Software Financing Typically, our two lease options include Hardware (equipment) and finance Software.</p> <p>Hardware Leasing: SHI offers the following types of hardware leasing: Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale.</p> <p>\$1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense.</p> <p>The benefits to leasing hardware with SHI include :</p> <ul style="list-style-type: none"> • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. <p>Software Financing SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.</p>
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52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI.</p> <p>We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase.</p> <p>The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote.</p> <p>Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com</p> <p>Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers.</p> <p>We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to \$50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over \$50,000.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers.</p> <p>Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/</p> <p>We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success.</p> <p>We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review.</p> <p>We have attached a pricing document for your reference in the document upload section.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SHI is offering 4.5% discount off of Advertised List for all products.
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products will be considered contract purchases and therefore offered at a 4.5% discount.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>SHI is able to ship products via any method the customer desires. These include:</p> <p>Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration.</p> <p>Inside Delivery - product is delivered to a location inside of a customer's building. SHI's logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting.</p> <p>Deskside Delivery - SHI's logistics company delivers the product directly to the end users' desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with Deskside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the time of quoting.</p> <p>Overnight and Second-Day Delivery - this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quote.</p>
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.	*
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Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved.</p> <p>A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.</p>
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.

Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>In our experience, there are a few key indicators of success for contracts of this type:</p> <p>1) Overall sales revenue – the first, and most obvious, is simply the amount of sales that are being done through the contract. We look for these to grow each month.</p> <p>2) Number of entities using the contract – we believe that in order to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract.</p> <p>3) Number of AEs who are using the contract – In addition to the number of public entities who use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our consortia contracts.</p> <p>4) Customer Feedback – we rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their jobs easier. When we lead with Sourcewell and educate Members on value, we expect we will get positive feedback.</p>
66	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcewell and the publisher community to report as needed.

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information.																																				
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	<p>SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcewell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively.</p> <p>Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcewell Members.</p> <p>Furthermore, SHI's Account Executives regularly meet with Sourcewell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements.</p> <p>As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcewell Members.</p> <p>Finally, SHI dedicates a team to oversee our marketing plan for Sourcewell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term.</p> <p>Our strategy for success with multiple purchasing contracts is further comprised of these steps:</p> <ul style="list-style-type: none">• Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines.• SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases.• SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence.• SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions.• SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. <p>Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member.</p> <p>As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised:</p> <p>"...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."</p>																																				
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	<p>SHI has the experience and vendor partnerships in place to bring value to Sourcewell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners.</p> <table><tbody><tr><td>3M COMPANY</td><td>Authorized Partner</td></tr><tr><td>ACER</td><td>Authorized Partner</td></tr><tr><td>ADOBE SYSTEMS, INC</td><td>Platinum</td></tr><tr><td>ADTRAN</td><td>Authorized Partner</td></tr><tr><td>APC</td><td>Elite Business Network Partner</td></tr><tr><td>APPLE, INC.</td><td>Corporate Reseller</td></tr><tr><td>ARUBA NETWORKS, INC.</td><td>Platinum Partner</td></tr><tr><td>AVAYA COMMUNICATION</td><td>Emerald Reseller</td></tr><tr><td>AMAZON WEB SERVICES</td><td>Authorized Partner</td></tr><tr><td>BARRACUDA</td><td>DMR #2 Partner</td></tr><tr><td>BELKIN</td><td>VIP Level</td></tr><tr><td>BLACK BOX</td><td>Authorized Partner</td></tr><tr><td>BLUE COAT SYSTEMS, LLC</td><td>Authorized Partner</td></tr><tr><td>BMC SOFTWARE</td><td>Driver Level</td></tr><tr><td>BORLAND SOFTWARE COMPANY</td><td>Authorized Partner</td></tr><tr><td>BRENTHAVEN</td><td>Authorized Partner</td></tr><tr><td>BROCADE COMMUNICATION SYSTEMS (Ruckus)</td><td>Authorized Partner</td></tr><tr><td>CANOGA PERKINS</td><td>Authorized Partner</td></tr></tbody></table>	3M COMPANY	Authorized Partner	ACER	Authorized Partner	ADOBE SYSTEMS, INC	Platinum	ADTRAN	Authorized Partner	APC	Elite Business Network Partner	APPLE, INC.	Corporate Reseller	ARUBA NETWORKS, INC.	Platinum Partner	AVAYA COMMUNICATION	Emerald Reseller	AMAZON WEB SERVICES	Authorized Partner	BARRACUDA	DMR #2 Partner	BELKIN	VIP Level	BLACK BOX	Authorized Partner	BLUE COAT SYSTEMS, LLC	Authorized Partner	BMC SOFTWARE	Driver Level	BORLAND SOFTWARE COMPANY	Authorized Partner	BRENTHAVEN	Authorized Partner	BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner	CANOGA PERKINS	Authorized Partner
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CANOGA PERKINS	Authorized Partner																																					

CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMScope, INC.	Authorized Partner
COMMVAULT SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACom	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC.	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premier & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAfee, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanium DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELECTRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCIA)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 -- (CISSP) Certified Information Systems Security Professional
- ISC2 -- (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 -- (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		<ul style="list-style-type: none"> • Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales engineer I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMware VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security <p>Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.</p>
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	<p>Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed.</p> <p>Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices.</p> <p>Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success.</p> <p>Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada.</p> <p>This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team, Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country.</p> <p>Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - SHI Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
 - [Marketing Plan/Samples](#) - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
 - [WMBE/MBE/SBE or Related Certificates](#) - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
 - Supplemental Pricing Documentation (if needed) (optional)
 - Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Aimee Ballenger, Public Program Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-SHI**

This Amendment is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Vendor).

Sourcewell awarded a contract for Technology Catalog Solutions to Vendor (#081429-SHI) effective November 12, 2019, until October 30, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

Vendor has requested to amended the Original Contract to expand the interpretation of the term "Vendor."

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.

Remainder of page intentionally left blank.

2. As used within the Original Contract, any reference to “Vendor” will be interpreted to also include SHI Government Solutions, Inc.

Except as amended by this Amendment, the Original Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authc...C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/13/2020 | 9:03 AM CDT

SHI International Corp.

DocuSigned by:
By: Kristina Mann
Authc...2A3B1E59B06C459...

Kristina Mann
Name – Printed

Title: Sr. Lead Contract Specialist

Date: 3/13/2020 | 8:56 AM CDT

Sourcewell--APPROVED:

DocuSigned by:
By: Chad Coauette
Authc...7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/13/2020 | 9:09 AM CDT

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Vehicle Upfitting of New Departmental Vehicles - East Coast Emergency Lighting, Inc. (Millstone Township, NJ) \$ 57,576.48

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Police_-_Vehicle_Upfitting.pdf	Signed Consent Form
veh_upfitting_2024.pdf	CONSENT FORM
Est_40061_from_East_Coast_Emergency_Lighting_Inc_53480.pdf	QUOTE 40061
Est_40062_from_East_Coast_Emergency_Lighting_Inc_53480.pdf	QUOTE 40062
Est_39448_from_East_Coast_Emergency_Lighting_Inc_53480.pdf	QUOTE 39448
Est_40060_from_East_Coast_Emergency_Lighting_Inc_53480.pdf	QUOTE 40060
East_Coast_Emergency_Lighting.pdf	STATE CONTRACT

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

This purchase is part of our vehicle purchase in our CIP

Acc't.
Chris Paul *2/21/24*

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

need updated wq

Tyler For *3/14/24*

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in the FY24 budget.

Michelle *3/14/24*

Signature / Date

(4) City Administrator

COMMENTS

Recommended Approval

Christ Newman *3/14/24*

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

This purchase is part of our vehicle purchase in our CIP
Acct.
Chris Paul *2/21/24*
 Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/9/2024	40061

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
	WHELEN/PRO-GARD MARYLAND STATE CONTRACT #001B3600099 FPIU Patrol			
	[Forward Warning]			
BW50UFX	WCX DUO IE XLP 12LT 20 UTILITY	1	1,102.29	1,102.29
BWPD	WCX DUO XLP PASS LTHD RED/WHT	6	0.00	0.00
BWPE	WCX DUO XLP PASS LTHD BLU/WHT	6	0.00	0.00
XTLI3JC	WHELEN ION-T LINEAR TRIO R/B/W SMOKE	2	109.78	219.56
TIONWEDG	MOUNTING WEDGES ION-T-SERIES	2	11.48	22.96
	[Side Warning]			
TCRWX5	WeCanX TRACER 5-LAMP HOUSING	2	573.85	1,147.70
TCRWXPJC	WCX TRACER PRIMARY TRIO R/B/W	2	56.39	112.78
TCRWXSJC	WCX TRACER SECONDARY TRIO RBW	8	56.39	451.12
TCRB50	TRACER MT KIT 2020 EXPLORER/UTILITY	2	24.95	49.90
PSJ02FCR	STRIPLITE+ DUO FLASHER RED/BLU	2	106.29	212.58
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	2	15.47	30.94
	[Rear Warning]			
OEWD50	ION O.E.WC DUO INTERCEPTOR	1	873.25	873.25
OEI2DX	ADD 1 R-W/SMK ION OUTER EDGE	3	7.49	22.47
OEI2EX	ADD 1 B-W/SMK ION OUTER EDGE	3	7.49	22.47
XTLI3JC	WHELEN ION-T LINEAR TRIO R/B/W SMOKE	2	109.78	219.56
TLMI2J	MINI ION T-SERIES LT RED/BLU	2	76.85	153.70
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART	1	50.40	50.40

Total

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/9/2024	40061

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
	[Siren and Light Controller]			
C399	CENCOM CORE WCX CONTROL CENTER	1	690.12	690.12
CCTL6	Whelen WeCanX KNOB/SLIDE CONTROL HEAD	1	231.04	231.04
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	3	142.71	428.13
C399K4	OBDII CANPORT CABLE KIT FORD - [2020+ Ford Interceptor Utility Gateway Installation Kit for use WITHOUT Ford 61B Factory Option]	1	30.94	30.94
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	201.10	201.10
SAK66D	SA-315 MT KIT EXPLORER DRVR	1	25.45	25.45
CHWLFE29	WCX LO FREQ SIREN AMP EXPLORER	1	369.76	369.76
LCPHOTO	LOGIC LEVEL PHOTOCCELL OPTION	1	62.38	62.38
CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	1	181.14	181.14
	Havis			
PKG-VSX-1800-INUT	Havis Package - VSX Console 18" with Front Bin, Cup Holder and Fuse Block for 2020-2021 Ford Interceptor Utility Part # PKG-VSX-1800-INUT	1	527.80	527.80
C-EB40-CCS-1P	Havis 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	1	0.00	0.00
DS-DELL-422-3	Docking Station with Advanced Port Replication, Triple Pass-Through Antenna Connection, & Power Supply for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424	1	921.63	921.63
C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500,	1	0.00	0.00
C-HDM-224	8.5" Heavy-Duty Telescoping Pole Kit for Wide VSX Console with Front Printer Mount for 2021 Chevrolet Tahoe PPV & SSV Part # C-HDM-224	1	121.55	121.55

Total

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/9/2024	40061

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
C-ARM-1001	Internal Mount Armrest with Lockable Accessory Pocket Uses 7" of equipment space in console	1	206.70	206.70
C-MD-119	11" Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	1	238.55	238.55
C-FP-05	1/2" Filler Plate	1	0.00	0.00
C-PMX-102	Brother PocketJet 8 Printer Mount For VSX Consoles For 2020-2024 Ford Interceptor Utility	1	126.75	126.75
C-MCB	Microphone Clip Bracket	2	12.35	24.70
MMSU-1	Magnetic Mic Single Unit	2	35.00	70.00
PKG-TTP-INUT-1201-4	HAVIS Premium Package – Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility	1	1,287.65	1,287.65
PROKIT-2	Adapter Kit For Pro-Gard Partition To Havis TTP Or Storage Drawer Mount In 2020-2023 Ford Interceptor Utility	1	21.45	21.45
P1826UINT20AOSB	PRO-GARD Ford Utility Interceptor 2020, Pro-cell Prisoner Transport Systems with Outboard Seat Belts, Dual Compartments, Pro-cell Full Partition (Recessed Panel included) w/Transport Seat; Floor Pan, Pair Door Panels; Pair Window Armor, Lower Extension Panel, Poly Divider, Poly Window Barrier & Outboard Seat Belts	1	3,037.97	3,037.97
CSC47UINT20	Ford Utility Interceptor 2020 Steel Cargo Security Cover (for Use w/Pro-Gard cargo barrier only)	1	419.90	419.90
G5000	Pro-Gard G5000 Series, Single Weapon, Flat Surface Mount	1	296.59	296.59
G4904U	Gun Rack "U" Lock Only, Universal Handcuff Style Lock	1	221.31	221.31
ANTENNA	Panorama All-In-One Antenna	1	300.00	300.00

Total

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Date	Estimate #
2/9/2024	40061

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

[illegible]

Total	\$15,764.29
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East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/1/2024	40062

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
	WHELEN/PRO-GARD MARYLAND STATE CONTRACT #001B3600099			
	FPIU Supervisor			
	[Forward Warning]			
BW50UFX	WCX DUO IE XLP 12LT 20 UTILITY	1	1,102.29	1,102.29
BWPD	WCX DUO XLP PASS LTHD RED/WHT	6	0.00	0.00
BWPE	WCX DUO XLP PASS LTHD BLU/WHT	6	0.00	0.00
XTLI3JC	WHELEN ION-T LINEAR TRIO R/B/W SMOKE	2	109.78	219.56
TIONWEDG	MOUNTING WEDGES ION-T-SERIES	2	11.48	22.96
	[Side Warning]			
TCRWX5	WeCanX TRACER 5-LAMP HOUSING	2	573.85	1,147.70
TCRWXPJC	WCX TRACER PRIMARY TRIO R/B/W	2	56.39	112.78
TCRWXSJC	WCX TRACER SECONDARY TRIO RBW	8	56.39	451.12
TCRB50	TRACER MT KIT 2020 EXPLORER/UTILITY	2	24.95	49.90
PSJ02FCR	STRIPLITE+ DUO FLASHER RED/BLU	2	106.29	212.58
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	2	15.47	30.94
	[Rear Warning]			
OEWD50	ION O.E.WC DUO INTERCEPTOR	1	873.25	873.25
OEI2DX	ADD 1 R-W/SMK ION OUTER EDGE	3	7.49	22.47
OEI2EX	ADD 1 B-W/SMK ION OUTER EDGE	3	7.49	22.47
XTLI3JC	WHELEN ION-T LINEAR TRIO R/B/W SMOKE	2	109.78	219.56
TLMI2J	MINI ION T-SERIES LT RED/BLU	2	76.85	153.70
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART	1	50.40	50.40

Total

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/1/2024	40062

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

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City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
	[Siren and Light Controller]			
C399	CENCOM CORE WCX CONTROL CENTER	1	690.12	690.12
CCTL6	Whelen WeCanX KNOB/SLIDE CONTROL HEAD	1	231.04	231.04
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	3	142.71	428.13
C399K4	OBDII CANPORT CABLE KIT FORD - [2020+ Ford Interceptor Utility Gateway Installation Kit for use WITHOUT Ford 61B Factory Option]	1	30.94	30.94
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	201.10	201.10
SAK66D	SA-315 MT KIT EXPLORER DRVR	1	25.45	25.45
CHWLFE29	WCX LO FREQ SIREN AMP EXPLORER	1	369.76	369.76
LCPHOTO	LOGIC LEVEL PHOTOCCELL OPTION	1	62.38	62.38
CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	1	181.14	181.14
	Havis			
PKG-VSX-1800-INUT	Havis Package - VSX Console 18" with Front Bin, Cup Holder and Fuse Block for 2020-2021 Ford Interceptor Utility Part # PKG-VSX-1800-INUT	1	527.80	527.80
C-EB40-CCS-1P	Havis 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	1	0.00	0.00
DS-DELL-422-3	Docking Station with Advanced Port Replication, Triple Pass-Through Antenna Connection, & Power Supply for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424	1	921.63	921.63
C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500,	1	0.00	0.00
C-HDM-224	8.5" Heavy-Duty Telescoping Pole Kit for Wide VSX Console with Front Printer Mount for 2021 Chevrolet Tahoe PPV & SSV Part # C-HDM-224	1	121.55	121.55

Total

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/1/2024	40062

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

This estimate shall be valid for 60 Days. Any verbal changes to the estimate are not binding unless agreed to by all parties in writing.

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
C-ARM-1001	Internal Mount Armrest with Lockable Accessory Pocket Uses 7" of equipment space in console	1	206.70	206.70
C-MD-119	11" Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	1	238.55	238.55
C-FP-05	1/2" Filler Plate	1	0.00	0.00
C-PMX-102	Brother PocketJet 8 Printer Mount For VSX Consoles For 2020-2024 Ford Interceptor Utility	1	126.75	126.75
C-MCB	Microphone Clip Bracket	2	12.35	24.70
MMSU-1	Magnetic Mic Single Unit	2	35.00	70.00
PKG-TTP-INUT-1201-4	HAVIS Premium Package – Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility	1	1,287.65	1,287.65
PROKIT-2	Adapter Kit For Pro-Gard Partition To Havis TTP Or Storage Drawer Mount In 2020-2023 Ford Interceptor Utility	1	21.45	21.45
B4705UINT20	PRO-GARD FORD UTILITY 2020 Cargo Barrier; 7 Ga.Steel Wire with Filler Panels (for use w/side curtain airbags in Police Pkg ONLY)	1	403.68	403.68
CSC47UINT20	Ford Utility Interceptor 2020 Steel Cargo Security Cover (for Use w/Pro-Gard cargo barrier only)	1	419.90	419.90
ANTENNA	Panorama All-In-One Antenna	1	300.00	300.00
PJ823	PocketJet 8 300dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies)	1	500.00	500.00
MISC	Honeywell Vuquest 3320g - High Density Focus - barcode scanner	1	530.00	530.00

Total \$12,612.10

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/9/2024	39448

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
	WHELEN MARYLAND STATE CONTRACT #001B3600099 Tahoe Patrol			
	[Forward Warning]			
BW54UFX	WCX DUO IE 12-LT 2021 TAHOE	1	1,102.29	1,102.29
BWPD	WCX DUO XLP PASS LTHD RED/WHT	6	0.00	0.00
BWPE	WCX DUO XLP PASS LTHD BLU/WHT	6	0.00	0.00
XI3JC	TRIO ION R/B WHT OVERRIDE SMK	2	121.26	242.52
IONBKT9	ION GRILLE MT 2021 TAHOE PAIR	1	19.46	19.46
	[Side Warning]			
TCRWX6	WeCanX TRACER 6-LAMP HOUSING	2	667.16	1,334.32
TCRWXPJC	WCX TRACER PRIMARY TRIO R/B/W	2	56.39	112.78
TCRWXSJC	WCX TRACER SECONDARY TRIO RBW	10	56.39	563.90
TCRB54A	TRACER MTG KIT 2021 TAHOE OVER	2	53.39	106.78
PSJ02FCR	STRIPLITE+ DUO FLASHER RED/BLU	2	106.29	212.58
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	2	15.47	30.94
	[Rear Warning]			
OEWD54	ION OUTER EDGE WC DUO 2021+ TAHOE	1	873.25	873.25
OEI2DX	ADD 1 R-W/SMK ION OUTER EDGE	3	7.49	22.47
OEI2EX	ADD 1 B-W/SMK ION OUTER EDGE	3	7.49	22.47
XTLI3JC	WHELEN ION-T LINEAR TRIO R/B/W SMOKE	2	109.78	219.56
TLMI2J	MINI ION T-SERIES LT RED/BLU	2	76.85	153.70
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART	1	50.40	50.40

Total

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/9/2024	39448

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
	[Siren and Light Controller]			
C399	CENCOM CORE WCX CONTROL CENTER	1	690.12	690.12
CCTL6	Whelen WeCanX KNOB/SLIDE CONTROL HEAD	1	231.04	231.04
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	3	142.71	428.13
C399K6	OBD II CANPORT KIT 2021 TAHOE/SUB	1	92.32	92.32
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	201.10	201.10
SAK70	SA-315 MT KIT 2021 TAHOE	1	25.45	25.45
CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM	1	461.58	461.58
HWLRB32	WHELEN HOWLER BKT 2021 TAHOE	1	0.00	0.00
LCPHOTO	LOGIC LEVEL PHOTOCELL OPTION	1	62.38	62.38
CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	1	181.14	181.14
	Havis			
PKG-VSX-1800-TAH-PM	Package - Wide VSX Console with Front Printer Mount, Cup Holder and Fuse Block for 2021 Chevrolet Tahoe PPV & SSV Part # PKG-VSX-1800-TAH-PM	1	720.85	720.85
C-EB40-CCS-1P	Havis 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	1	0.00	0.00
DS-DELL-422-3	Docking Station with Advanced Port Replication, Triple Pass-Through Antenna Connection, & Power Supply for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424	1	921.63	921.63
C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500,	1	0.00	0.00
C-HDM-224	8.5" Heavy-Duty Telescoping Pole Kit for Wide VSX Console with Front Printer Mount for 2021 Chevrolet Tahoe PPV & SSV Part # C-HDM-224	1	121.55	121.55

Total

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/9/2024	39448

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

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P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
C-ARM-1001	Internal Mount Armrest with Lockable Accessory Pocket Uses 7" of equipment space in console	1	206.70	206.70
C-MD-119	11" Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	1	238.55	238.55
C-FP-05	1/2" Filler Plate	1	0.00	0.00
C-MCB	Microphone Clip Bracket	2	12.35	24.70
MMSU-1	Magnetic Mic Single Unit	2	35.00	70.00
P1826T21AOSB	PRO-GARD CHEVY TAHOE PPV 2021+; Dual Compartments, Pro-Cell, Full Partition, (Includes Recessed Panel), w/ Outboard Seat Belt	1	3,119.09	3,119.09
CSF57T23	Cargo Storage Floor - Tahoe 2021+	1	1,038.40	1,038.40
CSC57T21	Steel Cargo Security Cover	1	449.11	449.11
G5000	Pro-Gard G5000 Series, Single Weapon, Flat Surface Mount	1	296.59	296.59
G4904U	Gun Rack "U" Lock Only, Universal Handcuff Style Lock	1	221.31	221.31
ANTENNA	Panorama All-In-One Antenna	1	300.00	300.00
PJ823	PocketJet 8 300dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies)	1	500.00	500.00
MISC	Honeywell Vuquest 3320g - High Density Focus - barcode scanner	1	530.00	530.00

Total \$16,199.16

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/9/2024	40060

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Ship To
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
	WHELEN MARYLAND STATE CONTRACT #001B3600099 Tahoe Supervisor			
	[Forward Warning]			
BW54UFX	WCX DUO IE 12-LT 2021 TAHOE	1	1,102.29	1,102.29
BWPD	WCX DUO XLP PASS LTHD RED/WHT	6	0.00	0.00
BWPE	WCX DUO XLP PASS LTHD BLU/WHT	6	0.00	0.00
XI3JC	TRIO ION R/B WHT OVERRIDE SMK	2	121.26	242.52
IONBKT9	ION GRILLE MT 2021 TAHOE PAIR	1	19.46	19.46
	[Side Warning]			
TCRWX6	WeCanX TRACER 6-LAMP HOUSING	2	667.16	1,334.32
TCRWXPJC	WCX TRACER PRIMARY TRIO R/B/W	2	56.39	112.78
TCRWXSJC	WCX TRACER SECONDARY TRIO RBW	10	56.39	563.90
TCRB54A	TRACER MTG KIT 2021 TAHOE OVER	2	53.39	106.78
PSJ02FCR	STRIPLITE+ DUO FLASHER RED/BLU	2	106.29	212.58
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	2	15.47	30.94
	[Rear Warning]			
OEWD54	ION OUTER EDGE WC DUO 2021+ TAHOE	1	873.25	873.25
OEI2DX	ADD 1 R-W/SMK ION OUTER EDGE	3	7.49	22.47
OEI2EX	ADD 1 B-W/SMK ION OUTER EDGE	3	7.49	22.47
XTLI3JC	WHELEN ION-T LINEAR TRIO R/B/W SMOKE	2	109.78	219.56
TLMI2J	MINI ION T-SERIES LT RED/BLU	2	76.85	153.70
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART	1	50.40	50.40

Total

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

Date	Estimate #
2/9/2024	40060

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

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City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

P.O. No.	FOB	Rep	Created By:
		MDS	SRD

Item	Description	Qty	Cost	Total
	[Siren and Light Controller]			
C399	CENCOM CORE WCX CONTROL CENTER	1	690.12	690.12
CCTL6	Whelen WeCanX KNOB/SLIDE CONTROL HEAD	1	231.04	231.04
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	3	142.71	428.13
C399K6	OBD II CANPORT KIT 2021 TAHOE/SUB	1	92.32	92.32
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	201.10	201.10
SAK70	SA-315 MT KIT 2021 TAHOE	1	25.45	25.45
CHOWLER	WCX LOW FREQUENCY SIREN SYSTEM	1	461.58	461.58
HWLRB32	WHELEN HOWLER BKT 2021 TAHOE	1	0.00	0.00
LCPHOTO	LOGIC LEVEL PHOTOCELL OPTION	1	62.38	62.38
CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	1	181.14	181.14
	Havis			
PKG-VSX-1800-TAH-PM	Package - Wide VSX Console with Front Printer Mount, Cup Holder and Fuse Block for 2021 Chevrolet Tahoe PPV & SSV Part # PKG-VSX-1800-TAH-PM	1	720.85	720.85
DS-DA-340	Right-Angle USB-C Cable For Brother PocketJet 8 Printer	1	23.40	23.40
C-EB40-CCS-1P	Havis 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	1	0.00	0.00
DS-DELL-422-3	Docking Station with Advanced Port Replication, Triple Pass-Through Antenna Connection, & Power Supply for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424	1	921.63	921.63
C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500,	1	0.00	0.00

Total

East Coast Emergency Lighting, Inc

732-940-2211
200 Meco Drive
Millstone Twp, NJ 08535

Estimate

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2/9/2024	40060

Name / Address
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

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		MDS	SRD

Item	Description	Qty	Cost	Total
C-HDM-224	8.5" Heavy-Duty Telescoping Pole Kit for Wide VSX Console with Front Printer Mount for 2021 Chevrolet Tahoe PPV & SSV Part # C-HDM-224	1	121.55	121.55
C-ARM-1001	Internal Mount Armrest with Lockable Accessory Pocket Uses 7" of equipment space in console	1	206.70	206.70
C-MD-119	11" Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	1	238.55	238.55
C-FP-05	1/2" Filler Plate	1	0.00	0.00
C-MCB	Microphone Clip Bracket	2	12.35	24.70
MMSU-1	Magnetic Mic Single Unit	2	35.00	70.00
	PRO-GARD			
B5705T21	CHEVY TAHOE PPV 2021; 7 Gauge Steel Wire, Cargo Barrier with Filler Panels (for use in Police Package only)	1	415.36	415.36
CSF57T23	Cargo Storage Floor - Tahoe 2021+	1	1,038.40	1,038.40
CSC57T21	Steel Cargo Security Cover	1	449.11	449.11
ANTENNA	Panorama All-In-One Antenna Kit	1	300.00	300.00
PJ823	PocketJet 8 300dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies)	1	500.00	500.00
MISC	Honeywell Vuquest 3320g - High Density Focus - barcode scanner	1	530.00	530.00

Total \$13,000.93

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600099

PRINT DATE: 09/07/23

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: EAST COAST EMERGENCY LIGHTING INC 200 MECO DR MILLSTONE TOWNSHIP, NJ 08535 (732) 940-2211	REFER QUESTIONS TO: ENAYATULLAH RAYHAN (410) 767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV
ITB:	EXPR DATE: 05/01/24 POST DATE: 08/15/22
DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00	

TERMS:

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

TO EXTEND THIS CONTRACT FOR AN ADDITIONAL SIX MONTHS STARTING FROM NOVEMBER 02, 2023, THROUGH MAY 01, 2024, AT THE SAME TERMS, CONDITIONS AND SPECIFICATIONS.

STATEWIDE CONTRACT

FOR

POLICE VEHICLE EQUIPMENT & EMERGENCY VEHICLE WARINING SYSTEMS &
LIGHTING

THIS IS THE SECOND AND FINAL RENEWAL OPTION, BEGINNING 11/1/2022 THROU GH 10/31/2023 UNDER THE SAME TERMS & CONDITIONS.

THIS CONTRACT IS FOR FOUR (4) YEARS WITH TWO (2) ONE (1) YEAR RENEWAL OPTION. CONTRACT PERIOD 11/01/2017 TO 10/31/2023.

VENDOR : EAST COAST EMERGENCY LIGHTING, INC.
VENDOR CONTACT: DAWN BAZZURN
VENDOR NUMBER: 732-940-2211
VENDOR EMAIL: DAWNB@ECELIGHTING.COM

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY EQUIPMENT DELIVERED AS A RESULT

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

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TERMS (cont'd):

OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

PACKAGE:

ALL ITEMS MUST BE NEWLY MANUFACTURED AND DELIVERED IN THE MANUFACTURER'S INDIVIDUAL ORIGINAL STANDARD PACKAGE, CLEARLY MARKED AS TO PART NUMBER AND CONTENTS.

NO AFTERMARKET, REMANUFACTURED, OR RECONDITIONED PARTS SHALL BE ACCEPTED.

DELIVERY:

EQUIPMENT SHALL BE DELIVERED F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, WITHIN SIX (6) WEEKS OF RECEIPT OF AN AUTHORIZED PURCHASE ORDER.

NO ADDITIONAL CHARGES WILL BE ALLOWED FOR ANY TRANSPORTATION COSTS, RESULTING FROM PARTIAL SHIPMENTS MADE AT EAST COAST EMERGENCY LIGHTING INC CONVENIENCE WHEN A SINGLE SHIPMENT IS ORDERED. DELIVERY INSTRUCTIONS SHALL BE SPECIFIED BY THE ORDERING ENTITY AT THE TIME OF EACH PURCHASE.

CONTRACTORS PERFORMANCE:

THE STATE AGENCY HAS THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO WHETHER SERVICES HAVE BEEN SATISFACTORILY COMPLETED. SHOULD ANY PORTION OF THE INSTALLATION WORK, DUE TO ANY CAUSE, NOT BE IN ACCORDANCE WITH THE SPECIFICATIONS OR IS NOT SATISFACTORILY COMPLETED, IT MAY BE REJECTED AND THE CONTRACTOR MUST MAKE A SATISFACTORY ARRANGEMENT WITH THE AGENCY.

REPLACEMENTS AND REPAIRS ON FAULTY EQUIPMENT OR ERRORS IN INSTALLATIONS SHALL BE MADE BY THE CONTRACTOR AT NO ADDITIONAL COST AND TO THE SATISFACTION OF THE AGENCY.

THE CONTRACTOR SHALL PROMPTLY CORRECT ALL WORK REJECTED BY THE AGENCY AS FAULTY, DEFECTIVE, OR FAILING TO CONFORM TO THE PRODUCT SPECIFICATIONS WHETHER OBSERVED BEFORE OR AFTER SUBSTANTIAL COMPLETION OF THE WORK AND WHETHER OR NOT INSPECTED, TESTED, REPAIRED, FABRICATED, INSTALLED, OR COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS OF CORRECTING SUCH REJECTED WORK.

THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY BREAKAGE OR LOSS OF

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

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TERMS (cont'd):

THE AGENCY VEHICLES OR EQUIPMENT WHILE PERFORMING SERVICES ON THE AGENCY VEHICLES, AND SHALL BE RESPONSIBLE FOR RESTORING OR REPLACING ANY DAMAGE EQUIPMENT, VEHICLES, ETC. TO THE SATISFACTION OF THE AGENCY AND AT THE SOLE EXPENSE OF THE CONTRACTOR. ANY DAMAGES TO AGENCY VEHICLES OR EQUIPMENT RESULTING FROM SERVICES PERFORMED SHALL BE REPORTED TO THE AGENCY IMMEDIATELY.

LETTER OF AUTHORIZATIONS:

EAST COAST EMERGENCY LIGHTING INC SHALL BE REQUIRED TO
SUBMIT A CURRENT LOA EACH YEAR OF THE CONTRACT TERM, INCLUDING ANY
RENEWALS. LOA'S ARE TO BE SUBMITTED TO:
DEPARTMENT OF GENERAL SERVICES
301 W. PRESTON ST., M-4
BALTIMORE, MD 21201
ATTN: MATTHEW SMITH

WARRANTY:

EAST COAST EMERGENCY LIGHTING INC. SHALL PROVIDE THE MANUFACTURER'S
STANDARD WARRANTY FOR ALL COMPONENTS AND EQUIPMENT AGAINST DEFECTS
FOLLOWING ACCEPTANCE BY THE USING AGENCY. WITHIN THE WARRANTY PERIOD,
THE CONTRACTOR SHALL GUARANTEE TO REPAIR AND/OR REPLACE ALL EQUIPMENT
AS A RESULT OF DEFECTIVE MATERIAL AND COVER ONE HUNDRED PERCENT
(100%) PARTS, LABOR AND SHIPPING. THE USING AGENCY SHALL NOT BE

REQUIRED TO DEAL WITH WARRANTY ISSUES WITH ANYONE OTHER THAN THE
AUTHORIZED DEALER OR MANUFACTURER.

THE AUTHORIZED MANUFACTURER OR DEALER MUST PROVIDE A TOLL-FREE NUMBER
FOR TECHNICAL SUPPORT AND WARRANTY CLAIM. IN ORDER TO MINIMIZE
DOWNTIME AS A RESULT OF FAULTY COMPONENTS AND EQUIPMENT, ALL ITEMS
SHIPPED TO THE MANUFACTURER UNDER WARRANTY CLAIM MUST BE REPAIRED OR
REPLACED AND SHIPPED BACK TO THE USING AGENCY WITHIN 3 BUSINESS DAYS
FOLLOWING RECEIPT OF THE FAULTY EQUIPMENT BY THE MANUFACTURER.

INVOICING:

ALL INVOICES SHALL BE SENT TO THE LOCATION SPECIFIED AT THE TIME OF EA
CH ORDER. IN ADDITION TO THE INFORMATION REQUIRED PER SECTION B, NO.
20, ALL INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

- * CONTRACT NUMBER
- * AGENCY'S PURCHASE ORDER NUMBER OR FULL NAME OF THE PERSON PLACING
THE ORDER IF A CREDIT CARD IS BEING USED
- * THE MANUFACTURER'S SUGGESTED RETAIL PRICE

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

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TERMS (cont'd):

- * PERCENT OF DISCOUNT; AND
- * DISCOUNTED PRICE FOR THE ITEM

INSTALLATION (OPTIONAL)

SEE IFB SPECIFICATION SECTION C

USAGE REPORTS:

THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT EVERY SIX MONTHS, BEGINNING WITH THE "START DATE" A USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEMS DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM 1309 BALTIMORE, MARYLAND 21201, ATTN: EBONY SALAKO AND LISA MCDONALD. YOU MAY EMAIL THE REPORT TO AWAWU.SALAKO@MARYLAND.GOV AND LISA.MCDONALD@MARYLAND.GOV. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

1% PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G. AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTO, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH. ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600099

PRINT DATE: 09/07/23

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TERMS (cont'd):

WAWAU.SALAKO@MARYLAND.GOV.

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT820671/MDDGS31034009 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	05554-000050	EA			
EMERGENCY LIGHT POLICE VEHICLE EQUIPMENT PRO-GARD PRODUCTS 35.10% DISCOUNT OFF MSRP LOA VERIFIED 11/17-10/18					
0002	05554-000050	EA			
EMERGENCY LIGHT EMERGENCY VEHICLE WARINING SYSTEMS & EQUIPMENT WHELEN ENGINEERING 50.10% DISCOUNT OFF MSRP LOA VERIFIED 11/17-10/18					
END OF ITEM LIST					

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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TERMS (cont'd):

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Purchase Order Amount Increase - 3rd Floor Renovations/Configuration - MSB Architects
(Hagerstown, MD) \$ 10,740.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Purchase_Order_Amount_Increase.pdf
Police_-_Memo_Purchase_Order_Amount_Increase.pdf
CONSENT_FORM.pdf
QUOTE.pdf

Description

Signed Consent Form
Memo
CONSENT FORM
QUOTE

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This increase is for additional services for providing permit and bid documents for modifications of the 3rd floor of HPD. These modifications would include added office space for the Watch Center and expansion of an existing bathroom with inclusion of a shower.

Paul J. Kifer

3/14/24

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fran 3/14/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in the FY24 budget to cover.

Michelle 3/14/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McQuinn 3/14/24

Signature / Date



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

March 14, 2024

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer,
Chief of Police

PSK/KC

Re: Purchase Order Amount Increase

Hagerstown Police Department is requesting Mayor & Council approval to increase an existing Purchase Order (20240454) by \$10,740.00.

This increase would allow for the completion of drawings for permitting and bidding of renovations and office configuration of the 3rd floor at HPD.

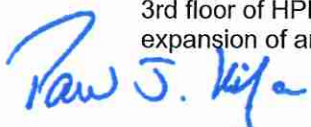
Funding would come from the Hagerstown Police Department building CIP (C0308).

Thank you.



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u> This increase is for additional services for providing permit and bid documents for modifications of the 3rd floor of HPD. These modifications would include added office space for the Watch Center and expansion of an existing bathroom with inclusion of a shower.</p> <div style="margin-top: 20px;">  3/14/24 </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black;"/> <p>Signature / Date</p> </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black;"/> <p>Signature / Date</p> </div> </div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="height: 80px; border: 1px solid black; margin-top: 10px;"></div> <div style="text-align: right; margin-top: 10px;"> <hr style="border: 0; border-top: 1px solid black;"/> <p>Signature / Date</p> </div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="height: 150px; border: 1px solid black; margin-top: 10px;"></div> <div style="text-align: right; margin-top: 10px;"> <hr style="border: 0; border-top: 1px solid black;"/> <p>Signature / Date</p> </div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="height: 150px; border: 1px solid black; margin-top: 10px;"></div> <div style="text-align: right; margin-top: 10px;"> <hr style="border: 0; border-top: 1px solid black;"/> <p>Signature / Date</p> </div>



21 West Franklin Street
Hagerstown, MD 21740

P 301-791-7935
E info@msbarchitects.com

www.msbarchitects.com

March 14, 2024

Mr. Mark Chaney
City of Hagerstown Police

Dear Mr. Chaney,

MSB Architects is pleased to offer our fee proposal for additional services for providing permit and bid documents for modifications of the third floor. The following document will outline our understanding of your needs and what you can expect from this change request.

Scope of Work Change

- Provide bid/permit documents for construction

Design Fee Change Order

Below are our design fee changes for your review.

Fees

CJL Engineering	\$	7,000
Consultant Sub-total	\$	7,000
10% markup	\$	700
MSB Architects	\$	3,040
Total Fee	\$	10,740

Sincerely,



M. Scott Bowen, AIA

Accepted By: _____

Date: _____

YOUR
STORY
BUILT.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Light: Emergency Repairs to Unit 135 - Palfinger (Tiffin, OH) \$14,723.49

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light - _Repairs_to_Unit_135_Signed_Consent_Form.pdf
CONSENT_202403_Emergency_Repairs_to_Unit_135.pdf
EMERGENCY_AUTHORIZATION_CA.pdf
EMERGENCY_AUTHORIZATION_CFO.pdf
hagerstown_light_trk_135_repair_.pdf

Description

Signed Consent Form
CONSENT
EMG AUTH CA
EMG AUTH CFO
QUOTE/INVOICE

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of emergency purchase provided by the the local certified service center authorized by ETI to maintain fleet operation. Unbudgeted amount and deficit may be funded by contracted services G/L 5072104-5329 (\$72,858.07 available).***

 Digitally signed by Nathan Fridinger
Date: 2024.03.06 11:52:21 -05'00'

Signature / Date


Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2024.03.13 12:19:15 -04'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

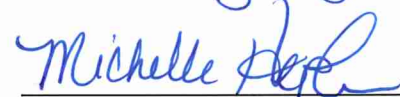
Approved

 3/14/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - adequate funding identified within Electric operating budget items to cover this emergency repair work

 3/13/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 3/14/24
Signature / Date

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<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>

Nancy Hausrath

From: Scott Nicewarner
Sent: Tuesday, February 20, 2024 2:13 PM
To: Nathan Fridinger; Michelle Hepburn
Cc: Nancy Hausrath; Donna Spickler
Subject: RE: Vehicle 135 Repairs

All good.



Scott Nicewarner
City Administrator
1 East Franklin Street
Hagerstown, MD 21740
Email: snicewarner@hagerstownmd.org
Phone: 301-739-8577 x114

www.hagerstownmd.org



From: Nathan Fridinger <nfridinger@hagerstownlight.org>
Sent: Tuesday, February 20, 2024 1:11 PM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>
Cc: Nancy Hausrath <NHausearth@hagerstownmd.org>; Donna Spickler <DSpickler@hagerstownmd.org>
Subject: Vehicle 135 Repairs

Good afternoon,

I am requesting emergency purchase approval to make repairs to unit #135 in the amount of \$14,723.49. The replacement parts for this ETI unit are only available for purchase through Palfinger and it is important that the replacement parts are installed and serviced by a Palfinger service technician for warranty coverage.

We are currently renting a unit at \$3,200/mo until these repairs are made, which are anticipated within 60 Days.

If acceptable, I will request this be placed on the March agenda for approval.

Thank you,

Nathan



Nathan Fridinger
Deputy Director of Electric Operations
301-790-2600
nfridinger@hagerstownlight.org
425 E Baltimore St
Hagerstown, MD 21740
www.hagerstownlight.org



DISCLAIMER: All City of Hagerstown email recipients are cautioned that messages sent and received via the City's email system may be considered public record pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public.

From: [Michelle Hepburn](#)
To: [Nathan Fridinger](#)
Cc: [Nancy Hausrath](#); [Donna Spickler](#); [Scott Nicewarner](#)
Subject: RE: Vehicle 135 Repairs
Date: Tuesday, February 20, 2024 2:14:20 PM
Attachments: [image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

Nathan, I am fine with moving forward with an emergency PO to get this work scheduled/started and follow-up with M&C approval in March.

Scott – you good?

Thanks,



Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
Email: mhepburn@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740

www.hagerstownmd.org



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From: Nathan Fridinger <nfridinger@hagerstownlight.org>
Sent: Tuesday, February 20, 2024 1:11 PM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>
Cc: Nancy Hausrath <NHausrath@hagerstownmd.org>; Donna Spickler <DSpickler@hagerstownmd.org>
Subject: Vehicle 135 Repairs

Good afternoon,

I am requesting emergency purchase approval to make repairs to unit #135 in the amount of \$14,723.49. The replacement parts for this ETI unit are only available for purchase through Palfinger

and it is important that the replacement parts are installed and serviced by a Palfinger service technician for warranty coverage.

We are currently renting a unit at \$3,200/mo until these repairs are made, which are anticipated within 60 Days.

If acceptable, I will request this be placed on the March agenda for approval.

Thank you,

Nathan



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Deputy Director of Electric Operations
301-790-2600
nfridinger@hagerstownlight.org
425 E Baltimore St
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Technician	JOSH POPE
Order Date	2/15/2024
Customer Name	HAGERSTOWN LIGHT DEPARTMENT
Contact Person	PAUL
Phone Number	301-790-2600
Manufacturer	ETI
Model Number	ETCMH37IH
Serial Number	0315CM711649
VIN	1FDUF5HT1FED44410
Unit Number	135

Details of work to be performed

Appears bolt had broken off and fell in between outer boom and boom extension and became lodged. The lodged bolt began cutting into boom extension and caused damaged that can not be repaired. Extension will have to be replaced. Remove bucket from extsnion. Disconnect all hoses. Pull boom extension and remove the cylinder and hoses from the inside of extension. Swap all to the new extension then reistall the extension. Remove and replace the 2 speed control

Parts Required for Job

Quantity	Part Number	Part Description	Each	Sale Price
1	7599	boom inspection	\$10,402.98	\$ 10,402.98
1	1237	2 speed contol	\$310.51	\$ 310.51
1	shop supplies		\$50.00	\$ 50.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		Total from additional pages	\$0.00	\$ -
		Tax and freight not included		\$ -

Labor Hours	22	Parts	\$ 10,763.49
Travel Zone	repair done at shop	Labor	\$ 3,960.00
		Subtotal	\$ 14,723.49
		Travel	\$0
			\$ 14,723.49

Sale Total: \$ 14,723.49

Customer Signature Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Light: Request for Additional Funds - Purchase Power and Regulatory Consulting - GDS Associates (Marietta, GA) \$50,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Light -	Signed Consent
_Purchase_Power_and_Regulatory_Consulting_Signed_Consent_Form.pdf	Form
202403_Request_for_Additional_Funds_-_Regulatory_Consulting.pdf	CONSENT
5_202305_FY24_Consulting_Services_Reg_Supplement.pdf	MEMO MAY 2023

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of blanket funding increase. The total contract could be higher or lower based on actual work performed through June 30, 2024. Approval and support documents from May 2023 attached for reference.

 Digitally signed by Nathan Fridinger
Date: 2024.03.06 11:52:21 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2024.03.13 12:20:04 -04'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

 3/14/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - adequate funding has been identified to fund this increase.

 3/14/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 3/14/24
Signature / Date

**Bill To**

LIGHT DEPARTMENT
425 EAST BALTIMORE STREET
HAGERSTOWN, MD 21740
Phone: 301-739-8577 EXT 561

Purchase Order

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

20240023

Delivery must be made within doors of specified destination.

Vendor

GDS ASSOCIATES, INC.
1850 PARKWAY PLACE
MARIETTA, GA 30067

Ship To

LIGHT DEPARTMENT
425 EAST BALTIMORE STREET
HAGERSTOWN, MD 21740
Phone: 301-739-8577 EXT 561

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
770-425-8100	770-426-0303	45	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
07/07/2023	3471			ELECTRIC FUND

NOTES

FY24 BLANKET CONTRACT - CONSULTING SERVICES

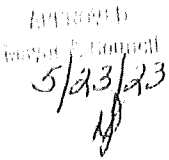
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	REGULATORY CONSULTATION THROUGH JUNE 30, 2024 GL Account: 5074506 - 5305	1.0	EACH	\$40,000.00	\$40,000.00
2	WHOLESALE POWER CONSULTATION THROUGH JUNE 30, 2024 GL Account: 5074001 - 530514	1.0	EACH	\$25,000.00	\$25,000.00
3	ENGINEERING CONSULTING SERVICES THROUGH JUNE 30, 2024 GL Account: 5072001 - 5305	1.0	EACH	\$10,000.00	\$10,000.00

Total Ext. Price	\$75,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
Purchase Order Total	\$75,000.00

Procurement Administrator

Vendor Copy



Regular Session Date: 5/23/2023 Special Session Date: _____

Originating Department: Utilities Division (If applicable): Light

Department Director or Manager: Nathan Fridinger

Account/Project Name: Consulting Services Blanket Contract

Account No: Various - See Attached Supplement CIP Control No. _____

Budget Amount: \$ 75,000.00 Account Balance: \$ 75,000.00 Unbudgeted Amount: \$ _____

Fiscal Year: FY24 Source of Funds: Electric Utility Operating Funds

ABOVE TO BE USED FOR: Professional services for monitoring and participating in certain FERC regulatory filings, monitoring the wholesale power markets, and other miscellaneous services as required to serve the City's best interest.

Bid/Proposal/Quote No.: B1603.16 Sole Source? Yes X No

[illegible]

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of contract extension with GDS Associates, Inc. Funding is subject to adoption of the FY24 proposed budget. The total contract could be higher or lower based on actual work performed through June 30, 2024.

Nathan Fridinger Digitally signed by Nathan Fridinger
Date: 2023.05.04 14:00:57 -04'00'

Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2023.05.07 23:32:37 -04'00'

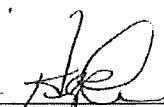
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS


Approve Contingent upon updated 2024 form.

Michelle  5/9/23
Signature / Date

(3) Chief Financial Officer

COMMENTS

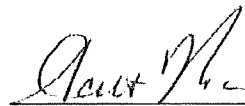
Recommend approve contingent upon adoption of FY24 budget which includes sufficient funding for these services.

Michelle  5/9/23
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott M.  5/9/23
Signature / Date



CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department

425 E Baltimore St • Hagerstown, MD 21740

Telephone: 301-790-2600

Website: www.hagerstownlight.org

Date: May 9, 2023

To: Scott Nicewarner, City Administrator

From: Nathan Fridinger, Deputy Director of Electric Operations

Subject: SUPPLEMENT to FY24 Consulting Services Blanket Contract

Action: May 23, 2023 - Consent Approval

Staff is recommending approval of a \$75,000 budget for the FY24 Consulting Services blanket contract with GDS Associates, inc. GDS is presently the most familiar with the City's Power Services Agreement having been selected in FY16 to provide consulting services for the contract extension with provisions to provide regulatory monitoring and miscellaneous professional services for the life of the contract. On behalf of HLD and the other public power electric utilities, GDS is presently participating in FERC Docket Nos. ER21-253-000 & ER21-265, South FirstEnergy Operating Companies & Keystone Appalachian Transmission Company, which introduced a formula rate, that is trued-up annually, ultimately affecting the Network Integrated Transmission Service (NITS) pass-through charge; it is important these formulas are monitored for reasonableness and justified to be in the best interest of our ratepayers.

The general ledger accounts are as follows:

ACCT. NO.	<u>5072001-5305</u>	BUDGET AMOUNT	<u>\$10,000.00</u>	ACCOUNT BALANCE	<u>\$10,000.00</u>
ACCT. NO.	<u>5074001-530514</u>	BUDGET AMOUNT	<u>\$25,000.00</u>	ACCOUNT BALANCE	<u>\$25,000.00</u>
ACCT. NO.	<u>5074506-5305</u>	BUDGET AMOUNT	<u>\$40,000.00</u>	ACCOUNT BALANCE	<u>\$40,000.00</u>

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 250px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 250px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
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<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 250px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 250px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
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CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department

425 E Baltimore St • Hagerstown, MD 21740

Telephone: 301-790-2600

Website: www.hagerstownlight.org

Date: May 4, 2023

To: Scott Nicewarner, City Administrator

From: Nathan Fridinger, Deputy Director of Electric Operations

Subject: SUPPLEMENT to FY24 Consulting Services Blanket Contract

Action: May 23, 2023 - Consent Approval

Staff is recommending approval of a \$75,000 budget for the FY24 Consulting Services blanket contract with GDS Associates, inc. GDS is presently the most familiar with the City's Power Services Agreement having been selected in FY16 to provide consulting services for the contract extension with provisions to provide regulatory monitoring and miscellaneous professional services for the life of the contract. On behalf of HLD and the other public power electric utilities, GDS is presently participating in FERC Docket Nos. ER21-253-000 & ER21-265, South FirstEnergy Operating Companies & Keystone Appalachian Transmission Company, which introduced a formula rate, that is trued-up annually, ultimately affecting the Network Integrated Transmission Service (NITS) pass-through charge; it is important these formulas are monitored for reasonableness and justified to be in the best interest of our ratepayers.

The general ledger accounts are as follows:

ACCT. NO. <u>5072001-5307</u>	BUDGET AMOUNT <u>\$10,000.00</u>	ACCOUNT BALANCE <u>\$10,000.00</u>
ACCT. NO. <u>5074001-530514</u>	BUDGET AMOUNT <u>\$25,000.00</u>	ACCOUNT BALANCE <u>\$25,000.00</u>
ACCT. NO. <u>5074506-5305</u>	BUDGET AMOUNT <u>\$40,000.00</u>	ACCOUNT BALANCE <u>\$40,000.00</u>

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Water: Water and Wastewater Study – Zone 5 - Hazen and Sawyer Engineers (Baltimore, MD)
\$88,822.50

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Utilities_-_Engineering_Services_-_
_Water_and_Wastewater_System_Hydraulic_Modeling.pdf
CONSENT_HAZEN.pdf
HAZEN_PROPOSAL_MARCH_2024.pdf

Description

Signed Consent Form
CONSENT HAZEN
PROPOSAL HAZEN

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommending approval for Hazen and Sawyer to complete the proposed work based on their institutional knowledge of Hagerstown water system and water and wastewater hydraulic modeling. Hazen is currently under contract for the Edgemont, Antietam, and EAP projects.

Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2024.03.13 18:30:49 -04'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2024.03.13 18:30:57 -04'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Need updated W9

Tyler Frazer 3/14/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - Adequate funding exists for both water & wastewater funds once transfer is done for wastewater.

Michelle [Signature] 3/14/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McIsaac 3/14/24
Signature / Date

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	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

**CITY OF HAGERSTOWN UTILITIES DEPARTMENT
ENGINEERING SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE
PROJECTS**

HAZEN AND SAWYER (HAZEN)

HYDRAULIC MODELING AND WATER ENGINEERING SUPPORT

**FEBRUARY 27, 2024
REVISED MARCH 11, 2024**

PROJECT UNDERSTANDING/BACKGROUND

The City is requesting assistance from Hazen and Sawyer (Hazen) to provide technical assistance/guidance related to water planning support associated with development plans for the Black Rock Community, Meritus Health Center, and the Cloverly Community. Hazen's engineering support will aid in providing needed water system evaluation and data to the City in their continued coordination associated with both projects.

The City is also requesting assistance from Hazen and Sawyer (Hazen), on an as needed basis, to provide technical assistance/guidance related to water engineering support and hydraulic modeling services), which will aid in delivery of projects. Support will also include wastewater engineering support, if requested by the City. Hazen's engineers(s) will assist the City in the following, as requested by the City:

- Hydraulic Modeling Support
- GIS Support
- Miscellaneous Engineering Services

Scope of Work

The Scope of Work has been broken into five separate tasks:

- Black Rock Community Hydraulic Evaluation
- Meritus Health Center Hydraulic Evaluation
- Cloverly Community Hydraulic Evaluation
- Summary Hydraulic Evaluation
- Water Engineering Support, Hydraulic Model Services, to include Wastewater Engineering Support (if requested by the City)

For the Water Engineering Support Task, the City's CIP budget supports the continuation of capital investment through water and wastewater projects. The CIP includes various project areas such as

sewer collection system, water distribution system, pumping facilities, storage facilities, water treatment facilities, and wastewater treatment facilities.

The CIP consists of planning, design and construction of linear and vertical infrastructure in the City's service area; including piping, pumping, storage, and treatment.

Hazen shall provide expertise that the City does not currently possess and will provide supplemental staffing to increase flexibility and efficiently support the development and implementation of the City's CIP.

TASK A: Black Rock Community Engineering Support

Hazen proposes the following Scope for the hydraulic modeling evaluation associated with the Black Rock Community development within Zone 5 of Hagerstown's water distribution system.

1. Update the current Hagerstown water system model with the proposed pipe layout for the re-designed Black Rock development, including the new water tower location, as well as the potential piping route. Assign the elevation of the new additions in the model based on topographic information from the site plan.
2. Calculate and assign the new demand in the development in the model based on the number of units and unit types (single families, townhouses, and duplexes) in the site plan.
3. Develop up to three water supply alternatives. Identify system improvements required to ensure satisfactory service pressure and fire flow in the new development, and for the new tank to function hydraulically.
4. Model different supply alternatives for pressure, fire flow, and water quality (water age) in the new development and surrounding areas under both near-future and built-out conditions.
5. Prepare a document summarizing the modeling results in PowerPoint presentation format.

TASK B: Meritus Health Center Engineering Support

Hazen proposes the following Scope for consulting services associated with the ongoing Meritus Medical Center area master planning. This area is located on the east side of the City of Hagerstown. Hazen shall provide responses to the following questions regarding the performance parameters of the existing water system.

1. What is the pressure within the existing distribution system (minimum, average, and maximum)?

2. Concerning the pressure zone in which the planning properties are located, is the pressure zone fed by a pump or tank? If it's a pump, what is the booster pump station's pumping rate? If it's a tank, what is the size of the tank?
3. What is the average day, max day, and peak-hour demand for the pressure zone in which the planning properties are located?

Hazen will address the above questions based on their understanding of the system and through use of the City's Water Distribution System hydraulic model. Hazen will also leverage service pressure data and fire flow data from a recent ISO study that the City and Hazen completed in 2022.

Hazen will prepare a document summarizing the results in PowerPoint presentation format.

TASK C: Cloverly Community Engineering Support

Hazen proposes the following Scope for the hydraulic modeling evaluation associated with the Cloverly Community development within Zone 4 of Hagerstown's water distribution system. The Cloverly Community is a mixed-use community planned on 68 acres of land in the northeast corner of Smithsburg Pike (MD 64) and Foxville Road (MD 77) in Smithsburg, Maryland. The development will include single-family homes, townhomes, duplexes, suites, and assisted living facilities. The total estimated average daily water demand for the Cloverly development is 84,920 gallons per day (GPD).

1. Assign the new demand of the Cloverly development to the model based on the number and types of units (single-family homes, townhouses, and duplexes) outlined in the site plan. Estimate the peaking factor for peak-time water usage for the new development.
2. Re-evaluate the supply capacity of Pump Station #6 for Zone 4 and Zone 5, considering the proposed demand of the Cloverly development, for both near-term and long-term future scenarios.
3. Re-assess the storage requirements for Zone 4 and Zone 5, taking into account the proposed demand of the Cloverly development, for both near-term and long-term future scenarios, and identify any potential storage deficiencies.
4. Evaluate whether the existing pipe network can provide sufficient service pressure and fire flow to the Cloverly development.
5. In cases where service deficiencies are predicted, identify system improvements required to ensure satisfactory service pressure and fire flow in the new development.
6. Evaluate the impact of the new addition on other areas of the system by predicting the service pressure, fire flow, and water quality (specifically, water age) in the new

- development and surrounding areas under both near-future and built-out conditions.
7. Prepare a document summarizing the modeling results in PowerPoint presentation format.

TASK D: Summary Hydraulic Evaluation

Hazen will summarize Tasks A through C into a single PowerPoint presentation for the City's project records. The summary will include the following:

1. Impacts of each project on one another.
2. Identification of which projects are required for each development project, as well as which required projects are shared by more than one development project (up to three development projects may impact a required project).
3. Identify a preliminary cost share for the required projects associated with each development project.
4. Prepare a document summarizing this evaluation in PowerPoint presentation format.

TASK E: Water Engineering Support, Hydraulic Model Services, to include Wastewater Engineering Support (if requested by the City)

Hazen shall:

1. Hydraulic Modeling Support
2. GIS Support
3. Miscellaneous Engineering Services.

ASSUMPTIONS

Assumptions shall be defined on a need's basis, as agreed upon with the City and prior to work beginning.

DELIVERABLES

Deliverables will be PowerPoint presentations with results incorporated into the slides for City record keeping purposes and for providing requested data during the Black Rock Community, Meritus Health Center, and Cloverly Community engineering evaluation efforts.

For the Water Engineering Support Task, deliverables will be defined on a need's basis, as agreed upon with the City and prior to work beginning.

COMPENSATION

Hazen is proposing an initial budget of **\$78,822.50** for engineering support services and direct expenses associated with *Hydraulic Modeling and Water Engineering Support* project, as described above. This assumes Hazen's staff will assist the City in the above engineering areas, as requested by the City.

If additional support is needed, over and above the amount included herein, an amendment will be agreed upon with the City and Hazen.

CITY OF HAGERSTOWN RESPONSIBILITIES

City responsibilities will be defined as agreed upon with the City and prior to work beginning. A preliminary list of City responsibilities is included below.

- Provide all as-builts and planned improvement documents for existing and proposed water facilities and infrastructure.
- Provide available GIS data and other planning documents as required to complete work.
- Provide all as-builts for existing water facilities and infrastructure.
- Provide available GIS data, survey data, geotechnical data, and other planning documents as required to complete work.
- Coordinate access to project sites and adjacent sites.

MILESTONE DELIVERY

It is assumed the hydraulic modeling services will be provided over a period of four (4) months– if additional support is needed, an amendment will be agreed upon with the City and Hazen. Hazen shall transfer all related systems, processes, tools, and information to the City prior to the conclusion of the Contract for City record purposes and future use.

For the Water Engineering Support Task, it is assumed the services will be provided for a period of six (6) months– if additional support is needed, an amendment will be agreed upon with the City and Hazen. Hazen shall transfer all related systems, processes, tools, and information to the City prior to the conclusion of the Contract and help build capacity and capability within the City. Project specific milestone delivery dates will be defined on a need's specific basis, as agreed upon with the City and prior to work beginning.

Hydraulic Modeling and Water Engineering Support project for the City of Hagerstown Utilities Department, dated March 11, 2024, shall be made a part of a future Agreement between Hazen and Sawyer and the City of Hagerstown Utilities Department, including T&M fees, and is approved by the following duly authorized officials:

Engineer: HAZEN AND SAWYER

Title

Date

Owner: CITY OF HAGERSTOWN UTILITIES DEPARMENT

Title

Date

CITY OF HAGERSTOWN UTILITIES DEPARTMENT
Engineering Services for Water and Wastewater Infrastructure Projects
HYDRAULIC MODELING AND WATER ENGINEERING SUPPORT
Attachment A - Engineering Fee Estimate

LABOR COSTS		STAFFING HOURS							Subtotal Hours	Subtotal Labor Cost
Employee Classification		Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Principal Designer	Admin		
Average Hourly Rate		\$280.00	\$240.00	\$210.00	\$180.00	\$150.00	\$140.00	\$90.00		
TASK DESCRIPTION										
Task A: Black Rock Community Engineering Support		4	8	16	24		24		76	\$14,080.00
Task B: Meritus Health Center Engineering Support		2	8	8	16		16		50	\$9,280.00
Task C: Cloverly Community Engineering Support		6	10	16	32		32		96	\$17,680.00
Task D: Summary Hydraulic Evaluation		4	12	16	20		12		64	\$12,640.00
Task E: Water Engineering Support, Hydraulic Model Services, to include Wastewater Engineering Support (if requested by the City)		4	8	8	16	24	36	80	176	\$23,440.00
Subtotal Hours		20	46	64	108	24	120	80	462	
Labor Costs (\$)	\$	5,600	\$ 11,040	\$ 13,440	\$ 19,440	\$ 3,600	\$ 16,800	\$ 7,200	\$ 69,920.00	\$ 77,120.00
OTHER DIRECT COSTS							Qty	Unit	Unit Cost	Cost
Miscellaneous Expenses (Airfare, Lodging, Printing, Reproduction, etc.)							1	Actual Cost	\$ 1,200.00	\$ 1,200.00
Mileage							750	Miles	\$ 0.670	\$ 502.50
									Total Direct Cost	\$ 1,702.50
SUMMARY OF COSTS										
									Total for Labor	\$ 77,120.00
									Other Direct Costs	\$ 1,702.50
									Total Estimated Project Cost	\$ 78,822.50

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Water: Fleet Purchase Unit 228 Backhoe – James River Equipment (Stephenson, VA)
\$133,618.66

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_2024_John_Deere_Backhoe.pdf
CONSENT_BACKHOE_UNIT_228.pdf
CITY_OF_HAGERSTOWN_320_P_QUOTE_.docx
SOURCEWELL_CONTRACT.pdf
SOURCEWELL_CONTRACT_DISCOUNTS.pdf
REPAIR_HISTORY_UNIT_228.docx
VEHICLE_REPLACEMENT_FORM_UNIT_228.doc

Description

Signed Consent Form
CONSENT UNIT 228
QUOTE UNIT 228
SOURCEWELL
CONTRACT
SOURCEWELL
DISCOUNTS
REPAIR HISTORY 228
VEHICLE
REPLACEMENT FORM
228

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funds are available in the FY24 Water CIP Budget - C0117.

Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2024.03.13 17:06:13 -04'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2024.03.13 17:06:26 -04'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fre 3/14/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

*Approve - adequate funding is included in the
FY24 budget to cover this purchase.*

Michelle 3/14/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Shirley Newman 3/14/24

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>



JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

2/28/2024

QUOTE EXPIRES 3/28/2024

PRICE IS SUBJECT TO CHANGE

CITY OF HAGERSTOWN
51 W MEMORIAL BLVD
HAGERSTOWN, MD 21740

QUOTE

(1) 2024 JOHN DEERE 320 P TIER WHEEL LOADER BACKHOE

17C0T 320 P-tier Backhoe Loader

Option Codes

0351 Translated Text Labels

0259 English language for operator's manual and electronic content

1003 Cab

Isolation mounted modular design ROPS/FOPS level 2 (meets ISO 3449 & ISO 3471) molded roof.

Tinted safety glass.

Deluxe interior trim W/ Headliner & Molded floor mat.

Air conditioning 26,000 BTU.

CFC free R134a refrigerant.

Heater/defrosters/pressurizer, 40,000 BTU, 10 speed.

Keyless start.

3 inch orange seat belt with retractor.

Tilt steering wheel.

Interior rearview mirror.

Front 2-speed wiper with windshield washer and rear 1-speed wiper.

(4) turn signal/flashing/rear stop/tail lights - 2 front and rear

(2) rear reflector

183E JDLINK™

3009 Autoshift can be turned on/off in the SSM. When autoshift is off, the transmission will operate as powershift.

4006 John Deere 4.5L - FT4/Stage IV Net peak power of 113 Hp.

5245 Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front

Rear tire chains require wheel spacers (AT347522).

6154 Dual Batteries with Disconnect, Jump Post, and Engine Block Heater

6752 Extendible Dipperstick Extended stabilizer legs; stabilizer overall width, operating: 13 ft. 3 in.

6577 1250 lb. (567 kg.) Front Counterweight

7001 Auxiliary Hydraulics with One Way Flow (Hammer)



JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

7028 Pilot Controls, Two Lever, with Pattern Selection
7037 Two-Function Loader Hydraulics, Single Lever
Single lever loader control with electric clutch disconnect and momentary MFWD
7806 24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)
Pin-on bucket includes 5 teeth, TK-system Fanggs
7702 Deere Standard Quick Coupler - Less Thumb
7859 92 in. (2.35 m.) General Purpose Bucket, 1.39 cu. yd. (1.06 cu. m.)
8096 Premium Mirror Option - Exterior Rear-View Mirrors (2) and Front View Mirror (1)
8109 Sun Visor
8146 Left Side Console Storage with Cup Holders
8182 Radio, Bosch Basic Package - AM/FM/Weather Radio
8207 Seat, Cloth Air-Suspension - For enclosed Cab.
8213 Chrome Exhaust Extension
8075 Diagnostic Oil Sampling Ports
8142 LED Light Package Includes factory installed 2 LED spot lights and 8 LED flood lights
8226 Strobe Light with Magnetic Mount Light is shipped loose in the cab.
8125 Heavy-Duty Backhoe Bucket Cylinder Increases backhoe bucket breakout force by 27%.
8165 Auto Ride Control
8062 Backhoe Boom Protection Plate
8115 MFWD Driveshaft Guard
8126 Heavy-Duty Grille Frame

STANDARD WARRANTY:

12 MONTHS UNLIMITED HOUR FULL MACHINE WARRANTY.

LIST PRICE	\$219,638.00
SOURCEWELL CONTRACT #011723-JDC 43%	-\$94,444.34
TOTAL	\$125,193.66

ADD ON COST PER THE SOURCEWELL CONTRACT:

FREIGHT IN TO DEALER & OUT TO CUSTOMER	\$4,500.00
PREDELIVERY INSPECTION	\$1,800.00
INSTALL CUSTOMER BREAKER AND FLOW ADD QD's	\$2,125.00

TOTAL PRICE DUE

\$133,618.66

OPTIONS NOT INCLUDED IN THE PRICE:

EXTENDED GOV POWER TRAIN & HYDRAULIC WARRANTY TERM OF 60 MONTHS OR 3000 HOURS	\$2,900.00
--	------------

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

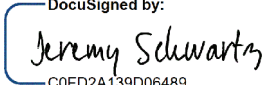
Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

011723-JDC

Sourcewell


DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

**John Deere Construction Retail Sales a
division of John Deere Shared Services LLC,
DBA John Deere Construction Retail Sales**

DocuSigned by:

1CAF73242BB647F...
By: _____
Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21	*
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265	*
6	Proposer website address (or addresses):	www.deere.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward.</p> <p>See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/</p> <p>John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind.</p> <p>We never forget that we're here to help life leap forward.</p> <p>Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf</p>	*

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada.</p> <p>There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas.</p> <p>We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry.</p> <p>Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies.</p> <p>Customer can count on John Deere construction dealers to support our products and customers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following:</p> <ol style="list-style-type: none"> 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads 	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer.</p> <p>https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products</p> <p>Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/).</p> <p>The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training.</p> <p>We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	<p>John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/</p> <p>There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below.</p> <p>THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf</p> <p>John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver:</p> <ul style="list-style-type: none"> • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGrade™ grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. <p>More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/</p> <p>Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/</p> <p>"Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/</p> <p>In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselectric.com/johndeere/</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.</p> <p>We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.</p> <p>Valuable Extras:</p> <p>1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response.</p> <p>2) John Deere Connected Support – Allows customers to:</p> <ul style="list-style-type: none"> - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. <p>3) John Deere Connected Support – Allows dealers to:</p> <ul style="list-style-type: none"> - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership. 	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.</p> <p>John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial.</p> <p>The lease/finance provider funds the contract sales invoice within 30 days.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcwell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcwell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcwell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcwell.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
 - [Financial Strength and Stability](#) - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
 - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
 - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1

Sourcewell Contract 011723-JDC**John Deere Construction Retail Sales****List Price Discounts**

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Please contact your local dealer for a contract quote: <https://dealerlocator.deere.com/servlet/>

Product Family	Model	List Price Discount
Articulated Dump Trucks	260E	31%
Articulated Dump Trucks	260 P-Tier	28%
Articulated Dump Trucks	310E	31%
Articulated Dump Trucks	310 P-Tier	28%
Articulated Dump Trucks	410E-II	31%
Articulated Dump Trucks	410 P-Tier	28%
Articulated Dump Trucks	460E-II	31%
Articulated Dump Trucks	460 P-Tier	28%

Product Family	Model	List Price Discount
Backhoes	310L EP	43%
Backhoes	310L	43%
Backhoes	310 G-Tier	43%
Backhoes	310 P-Tier	43%
Backhoes	310SL	43%
Backhoes	310SL HL	43%
Backhoes	315SL	43%
Backhoes	320 P-Tier	43%
Backhoes	410L	41%
Backhoes	410 P-Tier	41%
Backhoes	710L	43%
Backhoes	710 P-Tier	43%

Product Family	Model	List Price Discount
Compact Track Loaders	317G	30%

Compact Track Loaders	325G	30%
Compact Track Loaders	331G	30%
Compact Track Loaders	331 P-Tier	30%
Compact Track Loaders	333G	30%
Compact Track Loaders	333 P-Tier	30%
Compact Track Loaders	335 P-Tier	30%

Product Family	Model	List Price Discount
Dozers	450K	27%
Dozers	450 P-Tier	27%
Dozers	550K	27%
Dozers	550 P-Tier	27%
Dozers	650K	28%
Dozers	650 P-Tier	28%
Dozers	700L	25%
Dozers	750L	25%
Dozers	850L	26%
Dozers	950K	33%
Dozers	950 P-Tier	27%
Dozers	1050K	33%
Dozers	1050 P-Tier	27%

Product Family	Model	List Price Discount
Crawler Loaders	655K	28%
Crawler Loaders	755K	28%

Product Family	Model	List Price Discount
Excavators	75G	32%
Excavators	75 P-Tier	32%
Excavators	85G	32%
Excavators	85 P-Tier	32%
Excavators	130G	34%

Excavators	130 P-Tier	32%
Excavators	135G	34%
Excavators	135 P-Tier	32%
Excavators	160G LC	36%
Excavators	160 P-Tier	32%
Excavators	190GW	43%
Excavators	200G LC	36%
Excavators	200 G-Tier	32%
Excavators	210G LC	36%
Excavators	210 P-Tier	32%
Excavators	245G LC	35%
Excavators	245 P-Tier	32%
Excavators	250G LC	35%
Excavators	250 P-Tier	32%
Excavators	300G LC	35%
Excavators	300 P-Tier	32%
Excavators	345G LC	30%
Excavators	345 P-Tier	32%
Excavators	350 P-Tier	32%
Excavators	380 P-Tier	32%
Excavators	470 P-Tier	32%
Excavators	670 P-Tier	32%
Excavators	870 P-Tier	32%

Product Family	Model	List Price Discount
Compact Excavators	17G	27%
Compact Excavators	17 P-Tier	27%
Compact Excavators	26G	27%
Compact Excavators	26 P-Tier	27%
Compact Excavators	30G	27%
Compact Excavators	30 P-Tier	27%
Compact Excavators	35G	27%

Compact Excavators	35 P-Tier	27%
Compact Excavators	50G	27%
Compact Excavators	50 P-Tier	27%
Compact Excavators	60G	27%
Compact Excavators	60 P-Tier	27%
Product Family	Model	List Price Discount
Tractor Loader	210 G-Tier	39%
Tractor Loader	210 P-Tier	39%

Product Family	Model	List Price Discount
Motor Graders	620G	41%
Motor Graders	622G	41%
Motor Graders	670G	42%
Motor Graders	672G	42%
Motor Graders	770G	43%
Motor Graders	772G	43%
Motor Graders	870G	43%
Motor Graders	872G	43%

Product Family	Model	List Price Discount
Skid Steers	316GR	30%
Skid Steers	318G	30%
Skid Steers	320G	30%
Skid Steers	324G	30%
Skid Steers	330G	30%
Skid Steers	330 P-Tier	30%
Skid Steers	332G	30%
Skid Steers	334 P-Tier	30%

Product Family	Model	List Price Discount
Wheel Loaders	444 G-Tier	36%
Wheel Loaders	444 P-Tier	38%

Wheel Loaders	524 P-Tier	39%
Wheel Loaders	544 G-Tier	36%
Wheel Loaders	544 P-Tier	39%
Wheel Loaders	624 P-Tier	38%
Wheel Loaders	644 G-Tier	33%
Wheel Loaders	644 P-Tier	34%
Wheel Loaders	644 X-Tier	37%
Wheel Loaders	724 P-Tier	35%
Wheel Loaders	744L	32%
Wheel Loaders	744 P-Tier	30%
Wheel Loaders	824L	32%
Wheel Loaders	824 P-Tier	30%
Wheel Loaders	844L	32%
Wheel Loaders	844 P-Tier	30%
Wheel Loaders	844L AH	32%
Wheel Loaders	904 P-Tier	30%
Wheel Loaders	944K	36%
Wheel Loaders	944 X-Tier	35%

Product Family	Model	List Price Discount
Compact Wheel Loaders	184 G-Tier	26%
Compact Wheel Loaders	204L	26%
Compact Wheel Loaders	204 G-Tier	26%
Compact Wheel Loaders	244L	26%
Compact Wheel Loaders	244 P-Tier	26%
Compact Wheel Loaders	304L	26%
Compact Wheel Loaders	304 G-Tier	26%
Compact Wheel Loaders	324L	26%
Compact Wheel Loaders	324 P-Tier	26%
Compact Wheel Loaders	344L	26%
Compact Wheel Loaders	344 P-Tier	26%

Product Family	Model	List Price Discount
Base Coded Attachments	Various	14%

Additional Volume Discounts if Ordered on One Purchase Order

CE Volume Discount:

<i>Quantity</i>	<i>Additional Volume Discount</i>
5-7 Machines	1%
8-14 Machines	2%
15+ Machines	3%

CCE Volume Discount:

<i>Quantity</i>	<i>Additional Volume Discount</i>
8-14 Machines	1%
15+ Machines	3%

For Contract questions, contact:

Brooke L. DeVol

Contract Administrator

John Deere Construction Retail Sales

309-207-0431

ForsbergBrookeL@JohnDeere.com

Repair Order History

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228 (Back Hoe) CMG

RO Number	RO Stage	Date	Meter Reading		Mechanic/Vendor		
SYS00162		6/14/2006					
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	014-000-000	\$0.00	\$25.34	\$25.34
1. Replaced street pads due to wear.							
Totals For SYS00162					\$0.00	\$25.34	\$25.34

SYS00159		6/14/2006			Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			PM Services	PMS-000-000	\$0.00	\$149.90	\$149.90
1. Performed B maintenance. 2. Serviced batteries and removed corrosion. Added water,charged batteries. 3. Replaced rear wiper blade. 4. Replaced R/F hazard light bulb.							
Totals For SYS00159					\$0.00	\$149.90	\$149.90

SYS00242		6/29/2006			Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	80H-000-000	\$0.00	\$90.81	\$90.81
1. Grind and weld small bucket							
Totals For SYS00242					\$0.00	\$90.81	\$90.81

SYS01106		12/18/2006			Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$0.00	\$132.77	\$132.77
UNIT HAS VERY LITTLE HEAT. PULL PART OF FLOOR MAT, SEAT AND CONSOLE APART. HEATER CONTROL VALVE SEEMS FINE. ORDER NEW T-STAT. 12/20 INSTALL NEW T-STAT. 12/21 PUT INTERIOR BACK TOGETHER.							
Totals For SYS01106					\$0.00	\$132.77	\$132.77

SYS01449		2/21/2007			Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$23.43	\$23.43
REINSTALL BACK GLASS.							
Totals For SYS01449					\$0.00	\$23.43	\$23.43

SYS01575		3/8/2007			Scott Kiser		
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$132.72	\$132.72
		B-Maint 2000hr service					
Totals For SYS01575					\$0.00	\$132.72	\$132.72
SYS02132			5/31/2007			Allen Taylor	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	065-000-000	\$0.00	\$212.05	\$212.05
		Backhoe broken down on Northern Ave., Found hyd. hose blown. Go to Applied and get new hose made and install.					
Totals For SYS02132					\$0.00	\$212.05	\$212.05
SYS02143			6/4/2007			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$137.68	\$137.68
		Weld new shank and replace tooth on bucket					
Totals For SYS02143					\$0.00	\$137.68	\$137.68
SYS02172			6/7/2007			Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$37.98	\$37.98
		REMOVE FRONT TIRES AND LOAD TO BE FILLED.					
Totals For SYS02172					\$0.00	\$37.98	\$37.98
SYS02194			6/8/2007			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$34.42	\$34.42
		Replace front tires					
			Routine Work	MSC-000-000	\$0.00	\$172.10	\$172.10
		Weld hammer holder bracket to rear boom Repair pins at hammer Install one street pad					
Totals For SYS02194					\$0.00	\$206.52	\$206.52
SYS02315			6/28/2007			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$103.26	\$103.26
		Check hydraulics for proper operation					
Totals For SYS02315					\$0.00	\$103.26	\$103.26

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SYS02321		6/29/2007		Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	80H-000-000	\$0.00	\$144.80	\$144.80	
		Install new cutting edge on front bucket						
Totals For SYS02321					\$0.00	\$144.80	\$144.80	
02683		8/30/2007		Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	065-000-000	\$102.83	\$99.72	\$202.55	
		Check leak Replace hose in lower knuckle						
Totals For 02683					\$102.83	\$99.72	\$202.55	
03160		10/24/2007		Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	034-000-000	\$134.32	\$99.72	\$234.04	
		Install strobe light						
Totals For 03160					\$134.32	\$99.72	\$234.04	
03536		12/12/2007		Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	80H-000-000	\$0.00	\$49.86	\$49.86	
		Replace hammer bit						
			Routine Work	PMS-000-000	\$39.63	\$99.72	\$139.35	
		B-Maint						
Totals For 03536					\$39.63	\$149.58	\$189.21	
03781		1/24/2008		Paul Yeager				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	065-000-000	\$3.15	\$22.92	\$26.07	
		ADD HYD FLUID.						
Totals For 03781					\$3.15	\$22.92	\$26.07	
03816		1/30/2008		Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	065-000-000	\$37.97	\$149.58	\$187.55	
		Check hammer for proper operation						
Totals For 03816					\$37.97	\$149.58	\$187.55	

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03826		1/31/2008		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$49.86	\$49.86
		Readjust hydraulic flow to hammer					
Totals For 03826					\$0.00	\$49.86	\$49.86
03875		2/6/2008		STANDARD EQUIPMENT CO			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$683.81	\$683.81
		Travel to job check out hammer, found nitrogen to be low, charged accumulator reinstalled mounting plate.					
Totals For 03875					\$0.00	\$683.81	\$683.81
04035		2/20/2008		Huntzberry Brother Inc			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$160.00	\$160.00
		Tow backhoe to Standard equip. in Frederick					
Totals For 04035					\$0.00	\$160.00	\$160.00
04202		3/12/2008		Huntzberry Brother Inc			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$200.00	\$200.00
		HAUL BACK-HOE FROM STANDARD EQUIP BACK TO SHOP.					
Totals For 04202					\$0.00	\$200.00	\$200.00
04387		4/7/2008		STANDARD EQUIPMENT CO			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$1,018.26	\$0.00	\$1,018.26
Totals For 04387					\$1,018.26	\$0.00	\$1,018.26
05664		10/15/2008		STANDARD EQUIPMENT CO			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	014-000-000	\$13.25	\$0.00	\$13.25
Totals For 05664					\$13.25	\$0.00	\$13.25
05792		10/20/2008		T&R Tire			

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$369.52	\$0.00	\$369.52
Totals For 05792					\$369.52	\$0.00	\$369.52
05820			11/13/2008		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$59.77	\$166.29	\$226.06
PERFORM B-PM. REPLACE B/U ALARM.							
Totals For 05820					\$59.77	\$166.29	\$226.06
06401			2/13/2009		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	80H-000-000	\$67.57	\$49.86	\$117.43
Install cutting edge.							
Totals For 06401					\$67.57	\$49.86	\$117.43
06424			2/23/2009		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	065-000-000	\$0.00	\$49.86	\$49.86
Replace hammer pin on road.							
Totals For 06424					\$0.00	\$49.86	\$49.86
06568			3/16/2009		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$203.12	\$49.86	\$252.98
Install street pads.							
			Routine Work	80H-000-000	\$0.00	\$49.86	\$49.86
Install bolt in hydro hammer.							
Totals For 06568					\$203.12	\$99.72	\$302.84
06597			3/20/2009		Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	FL0-000-000	\$0.00	\$99.72	\$99.72
Fuel tank leaking. Waiting for po to order fuel tank.							
Totals For 06597					\$0.00	\$99.72	\$99.72
06610			3/20/2009		Scott Kiser		

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$136.22	\$249.30	\$385.52
500 hour service.							
Totals For 06610					\$136.22	\$249.30	\$385.52

06625			3/24/2009			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	FL0-000-000	\$0.00	\$299.16	\$299.16
Remove fuel tank. Install tank.							
Totals For 06625					\$0.00	\$299.16	\$299.16

06673			4/2/2009			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$91.66	\$91.66
Went to williamsport for road call. Replaced leaking hose on boom.							
Totals For 06673					\$0.00	\$91.66	\$91.66

06718			4/8/2009			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$0.00	\$49.86	\$49.86
Install front counter weight							
Totals For 06718					\$0.00	\$49.86	\$49.86

06779			4/17/2009			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$28.58	\$99.72	\$128.30
Replace bolt in hammer at Tammey road. Replace bucket teeth							
Totals For 06779					\$28.58	\$99.72	\$128.30

07493			8/5/2009			STANDARD EQUIPMENT CO	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	80H-000-000	\$180.51	\$0.00	\$180.51
Totals For 07493					\$180.51	\$0.00	\$180.51

07626			9/9/2009			Scott Kiser	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$49.86	\$49.86
		Pick up and install horn switch.					
			Routine Work	070-000-000	\$12.25	\$99.72	\$111.97
		Weld and fabricate hammer bit rest on rear boom.					
Totals For 07626					\$12.25	\$149.58	\$161.83
08572			2/9/2010			East End Auto	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$33.80	\$0.00	\$33.80
Totals For 08572					\$33.80	\$0.00	\$33.80
08783			3/17/2010			Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$44.83	\$149.50	\$194.33
		PERFORM B-PM.					
Totals For 08783					\$44.83	\$149.50	\$194.33
09548			7/21/2010			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	030-000-000	\$0.00	\$125.10	\$125.10
		Jump start and check charging system Road call to Williamsport					
Totals For 09548					\$0.00	\$125.10	\$125.10
09560			7/23/2010			Allen Taylor	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$165.90	\$98.51	\$264.41
		Go and jump Back hoe and replace both batt.					
Totals For 09560					\$165.90	\$98.51	\$264.41
10182			10/29/2010			Jesco Parts	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	80H-000-000	\$1,500.00	\$0.00	\$1,500.00
Totals For 10182					\$1,500.00	\$0.00	\$1,500.00
10766			2/8/2011			Scott Kiser	

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$106.71	\$394.02	\$500.73
		B-Maint Install hammer mount					
Totals For 10766					\$106.71	\$394.02	\$500.73

12041			9/20/2011			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	80H-000-000	\$3.18	\$65.67	\$68.85
		Replace bolt in hammer					
Totals For 12041					\$3.18	\$65.67	\$68.85

12702			1/23/2012			Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$47.00	\$149.50	\$196.50
		PERFORM B-PM. REPAIR GREASE FITTINGS THAT WON'T TAKE GREASE.					
Totals For 12702					\$47.00	\$149.50	\$196.50

12855			2/13/2012			Jesco Parts	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	80H-000-000	\$1,210.00	\$0.00	\$1,210.00
Totals For 12855					\$1,210.00	\$0.00	\$1,210.00

13519			6/21/2012			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	065-000-000	\$18.72	\$65.67	\$84.39
		Make and replace hydraulic hose for hammer					
Totals For 13519					\$18.72	\$65.67	\$84.39

14510			12/3/2012			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$171.06	\$171.06
		Tighten bolts in hammer attachment. drilled out broken bolt in hydraulic bracket on boom and reattached.					
Totals For 14510					\$0.00	\$171.06	\$171.06

14648			12/31/2012			Paul Yeager	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$15.47	\$29.90	\$45.37
		FIX PIN AND ADD FLUID.					
Totals For 14648					\$15.47	\$29.90	\$45.37

14737			1/15/2013			Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$47.39	\$89.70	\$137.09
		PERFORM B-PM.					
Totals For 14737					\$47.39	\$89.70	\$137.09

16546			11/8/2013			Jesco Parts	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$1,555.48	\$0.00	\$1,555.48
Totals For 16546					\$1,555.48	\$0.00	\$1,555.48

16777			12/27/2013			Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$46.32	\$89.70	\$136.02
		PERFORM B-PM.					
Totals For 16777					\$46.32	\$89.70	\$136.02

18451			10/7/2014			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$258.68	\$255.11	\$513.79
		Install hammer pin. Check oil leaks tighten oil pan bolts Road call for leak					
Totals For 18451					\$258.68	\$255.11	\$513.79

18529			10/20/2014			HAGERSTOWN AUTO	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$121.20	\$0.00	\$121.20
Totals For 18529					\$121.20	\$0.00	\$121.20

18693			11/5/2014			Scott Kiser	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$286.30	\$328.35	\$614.65
		B-Maint Replace hydraulic hoses rear boom					
Totals For 18693					\$286.30	\$328.35	\$614.65

18945			1/7/2015			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$0.00	\$394.02	\$394.02
		try to remove pin in hammer. Remove hammer					
Totals For 18945					\$0.00	\$394.02	\$394.02

19006			1/15/2015			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	263-000-000	\$0.00	\$591.03	\$591.03
		Remove broken pin.					
Totals For 19006					\$0.00	\$591.03	\$591.03

19038			1/21/2015			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$131.34	\$131.34
		Try to remove pin.					
Totals For 19038					\$0.00	\$131.34	\$131.34

19111			1/29/2015			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$45.47	\$197.01	\$242.48
		Install hammer on backhoe					
Totals For 19111					\$45.47	\$197.01	\$242.48

19426			3/10/2015			Jesco Parts	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	263-000-000	\$245.11	\$0.00	\$245.11
Totals For 19426					\$245.11	\$0.00	\$245.11

19783			5/21/2015			Mitch Leizear	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	262-000-000	\$507.92	\$70.02	\$577.94
		Took old keeper pin out of hammer. Installed new keeper pin in hammer. Put new hose clamp on main hydraulic hose to pump					
Totals For 19783					\$507.92	\$70.02	\$577.94
19900			6/4/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	048-000-000	\$0.00	\$23.34	\$23.34
		Installed new shifter for forwards and reverse					
Totals For 19900					\$0.00	\$23.34	\$23.34
20075			6/25/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$23.34	\$23.34
		INSTALLED NEW PADS ON OUTRIGGER					
Totals For 20075					\$0.00	\$23.34	\$23.34
20115			6/29/2015			Jesco (CMG)	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	80H-000-000	\$636.98	\$0.00	\$636.98
Totals For 20115					\$636.98	\$0.00	\$636.98
20281			7/22/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$270.84	\$1,642.55	\$1,913.39
		TOOK APART AND RESEALED TIMING COVER TOOK FRONT COVER OFF ENGINE AND RESEALED ALONG WITH WATER PUMP, TOOK TIMING COVER AND ALL COOLERS OFF FRONT OF ENGINE AND RESEALED, PUT ENGINE BACK TOGETHER FINISHED BACKHOE WORK FIXED COOLANT LEAK WORKED ON ENGINE FINISHED PUTTING BACK TOGETHER					
			Routine Work	042-000-000	\$0.00	\$238.05	\$238.05
		TOOK RADIATOR AND ALL COOLING SYSTEM OFF MACHINE RECOVERED REFRIGERENT FROM MACHINE TOOK TIMING COVER OFF ENGINE					
Totals For 20281					\$270.84	\$1,880.60	\$2,151.44
20481			8/21/2015			Mitch Leizear	

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$95.22	\$95.22
		FOUND OIL LEAK					
Totals For 20481					\$0.00	\$95.22	\$95.22
20527			8/24/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$36.63	\$166.64	\$203.27
		INSTALLED NEW CRANKSHAFT SEAL					
Totals For 20527					\$36.63	\$166.64	\$203.27
20633			9/16/2015			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$39.58	\$130.56	\$170.14
		ROAD CALL BLOWN HOSE ON HAMMER AND REPLACED HOSE					
Totals For 20633					\$39.58	\$130.56	\$170.14
20767			10/8/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$0.00	\$95.22	\$95.22
		FIXED HAMMER AND TOPPED OFF HYD OIL					
Totals For 20767					\$0.00	\$95.22	\$95.22
21066			12/1/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$21.68	\$95.22	\$116.90
		FIX LIGHTS NEW WIPER BLADES					
Totals For 21066					\$21.68	\$95.22	\$116.90
21109			12/9/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$9.52	\$47.61	\$57.13
		INSTALL TWO NEW O-RINGS ON HAMMER AND TOPPED OFF HYD FLUID					
Totals For 21109					\$9.52	\$47.61	\$57.13
21397			2/3/2016			Mitch Leizear	

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$96.14	\$96.14
		FIXED LIGHTS INSTALLED NEW DOOR CYL					
Totals For 21397					\$0.00	\$96.14	\$96.14

21835			4/18/2016			Stanley Gunter	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$50.47	\$50.47
		TIGHTEN HAMMER BOLTS					
Totals For 21835					\$0.00	\$50.47	\$50.47

21978			5/2/2016			Jesco Parts	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	80H-000-000	\$1,159.23	\$0.00	\$1,159.23
Totals For 21978					\$1,159.23	\$0.00	\$1,159.23

21990			5/17/2016			Stanley Gunter	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$25.24	\$25.24
		REMOVE REAR DRIVE TIRE					
			Routine Work	MSC-000-000	\$16.66	\$100.94	\$117.60
		FASTEN HEADLINER TOP OFF HYD FLUIDS LOCK TIGHT HAMMER BOLTS					
			Routine Work	PMS-000-000	\$46.32	\$100.94	\$147.26
		PERFORM B-PM					
Totals For 21990					\$62.98	\$227.12	\$290.10

22022			5/19/2016			RICE TIRES	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$868.60	\$0.00	\$868.60
Totals For 22022					\$868.60	\$0.00	\$868.60

22036			5/23/2016			Stanley Gunter	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$50.47	\$50.47
REPLACD HAMMER BOLTS							
Totals For 22036					\$0.00	\$50.47	\$50.47

22373		7/27/2016				Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$150.68	\$258.34	\$409.02
REPLACE FITTING AND HOSE ON HAMMER							
Totals For 22373					\$150.68	\$258.34	\$409.02

22666		9/16/2016				Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	044-000-000	\$99.87	\$207.87	\$307.74
REPLACE FUEL PUMP AND CHECKED PRESSURE							
Totals For 22666					\$99.87	\$207.87	\$307.74

22719		9/28/2016				Stanley Gunter	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$1,424.39	\$0.00	\$1,424.39
			Routine Work	065-000-000	\$3,026.93	\$938.75	\$3,965.68
REPLACE HYDRAULIC HOSES PICK WHEEL UP IN FREDERICK DROP OFF AT RICE TIRE REMOVE HYD AND TRANS PUMPS INSTALL NEW TRANS PUMP AND HYD PUMP REMOVE TRANS PUMP AND HYD PUMP							
Totals For 22719					\$4,451.32	\$938.75	\$5,390.07

22812		10/18/2016				Stanley Gunter	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	\$10,495.37	\$201.88	\$10,697.25
REPLACE HUDRAULIC AND TRANSMISSION PUMPS							
Totals For 22812					\$10,495.37	\$201.88	\$10,697.25

23793		4/11/2017				Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	027-000-000	\$7.14	\$130.56	\$137.70
ROAD CALL CHECKED BRAKE OPERATION ADDED FLUID							

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Totals For 23793	\$7.14	\$130.56	\$137.70
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23772		4/11/2017				Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$67.76	\$67.76
		ROAD CALL BRAKE LIGHT WARNING STAYS ON					
Totals For 23772					\$0.00	\$67.76	\$67.76

25037			12/6/2017		Elmer Poffenberger		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	031-000-000	\$175.90	\$67.76	\$243.66
		REPLACED BATTERIES					
Totals For 25037					\$175.90	\$67.76	\$243.66

25247		1/10/2018				Michael Cline	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	024-000-000	\$1,303.50	\$48.09	\$1,351.59
		REPLACED DRIVESHAFT					
Totals For 25247					\$1,303.50	\$48.09	\$1,351.59

25871		5/17/2018				Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$14.28	\$67.76	\$82.04
		CHARGE A/C					
			Routine Work	PMS-000-000	\$40.00	\$135.52	\$175.52
		PERFORM B-PM					
Totals For 25871					\$54.28	\$203.28	\$257.56

26492			9/18/2018	4,053 Hours	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$73.73	\$102.92	\$176.65
		PERFORM B-PM.					
Totals For 26492					\$73.73	\$102.92	\$176.65

26947		12/4/2018		Jesco (CMG)
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$2,276.56	\$2,276.56
REPAIR PARKING BRAKE							
Totals For 26947					\$0.00	\$2,276.56	\$2,276.56
27037			1/2/2019			Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$135.60	\$135.60
ROAD CALL REPLACED LEAKING HYD FITTING ON REAR BOOM							
Totals For 27037					\$0.00	\$135.60	\$135.60
27201			1/31/2019			Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	032-000-000	\$0.00	\$76.86	\$76.86
RAOD CALL NO START							
Totals For 27201					\$0.00	\$76.86	\$76.86
27211			1/31/2019			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$74.92	\$74.92
ROAD CALL NO START							
Totals For 27211					\$0.00	\$74.92	\$74.92
28297			9/18/2019	4,157 Hours		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$87.89	\$97.03	\$184.92
PERFORM B-PM. REPLACE MISSING TOOTH ON BUCKET.							
Totals For 28297					\$87.89	\$97.03	\$184.92
28920			2/5/2020			Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$77.62	\$77.62
REMOVED FRONT BUCKET PIN AND ASSESSED DAMAGES							
Totals For 28920					\$0.00	\$77.62	\$77.62
28945			2/6/2020			Elmer Poffenberger	

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$155.24	\$155.24
REPAIRED BROKEN CYLINDER BRACKET ON FRONT BUCKET							
Totals For 28945					\$0.00	\$155.24	\$155.24
29681			8/20/2020			Michael Cline	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$35.68	\$103.98	\$139.66
INSTALL BACK GLASS AND B-PM.							
Totals For 29681					\$35.68	\$103.98	\$139.66
29671			8/20/2020			Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$326.63	\$155.24	\$481.87
REPLACED BACK WINDOW. PERFORM B-PM.							
Totals For 29671					\$326.63	\$155.24	\$481.87
31744			7/6/2021				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$38.93	\$38.93
REPLACE FUEL FILTER							
Totals For 31744					\$0.00	\$38.93	\$38.93
30706			7/15/2021			Michael Cline	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	044-000-000	\$0.00	\$176.15	\$176.15
Check for long cranking. Replace fuel pump and fuel line from tank.							
Totals For 30706					\$0.00	\$176.15	\$176.15
30732			8/10/2021	4,280 Hours		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$80.96	\$91.26	\$172.22
PERFORM B-PM.							
Totals For 30732					\$80.96	\$91.26	\$172.22
31583			8/17/2022	4,336 Hours		Paul Yeager	

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$61.47	\$68.45	\$129.92
		PERFORM B-PM.					
Totals For 31583					\$61.47	\$68.45	\$129.92
32837			6/5/2023			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$0.00	\$299.31	\$299.31
		Charged ac and fixed front bucket pin bracket.					
Totals For 32837					\$0.00	\$299.31	\$299.31
32825			6/22/2023			Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$43.59	\$43.59
		replaced stabilizer pads					
Totals For 32825					\$0.00	\$43.59	\$43.59
33019			8/8/2023	4,393 Hours		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$51.51	\$68.45	\$119.96
		PERFORM B-PM.					
Totals For 33019					\$51.51	\$68.45	\$119.96
33434			12/27/2023			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$45.63	\$45.63
		Brought core to jesco.					
Totals For 33434					\$0.00	\$45.63	\$45.63
Totals					\$29,228.40	\$17,006.37	\$46,234.77
Grand Totals					\$29,228.40	\$17,006.37	\$46,234.77



Date: 2/20/2024 **Report Prepared By:** Tyler Puffenberger

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Water: Fleet Purchase Unit 260 Ford F-550 – Keystone Ford (Chambersburg, PA) \$100,700.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-2024_Ford_F-550_Signed_Consent_Form.pdf
CONSENT_FORM_UNIT_260.pdf

2024_F550_WITH_SERVICE_BODY_QUOTE.pdf

REPAIR_HISTORY_TRUCK_260.docx

VEHICLE_REPLACEMENT_FORM_TRUCK_260.doc

Description

Signed Consent Form
CONSENT TRUCK 260

QUOTE TRUCK 260
KEYSTONE

TRUCK 260 REPAIR
HISTORY

TRUCK 260 VEHICLE
REPLACEMENT FORM

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the Water Department CIP Budget (C0117).

Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2024.03.13 13:24:03 -04'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath
Date: 2024.03.13 13:24:15 -04'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Ford 3/14/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding to cover this vehicle purchase.

Michelle Hoen 3/13/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McNamee 3/14/24

Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>

Prepared for: , City Of Hagerstown
1 East Franklin St, 2nd Floor
Hagerstown, MD 21740
Office: 301-739-8577

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425



Client Proposal

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: CtyofHag28
Date: 02/06/2024



Keystone Ford | 301 Walker Road, Chambersburg, Pennsylvania, 172013507
Office: 717-264-5104 | Fax: 717-264-1718

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

02/06/2024



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 20,800 lbs.**
- Vehicle body length: 289.2"
- Vehicle body height: 81.7"
- Front track: 74.8"
- Vehicle turning radius: 28.6'
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 158.1"
- Rear brake diameter: 15.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 30,000 lbs.
- * **Gooseneck towing capacity: 21,000 lbs.**
- Vehicle body width: 80.0"
- Wheelbase: 203.0"
- Rear track: 74.0"
- Cab to axle: 84.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Front brake diameter: 15.4"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- 7.3L V-8 DEVCT variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Horsepower: 335 HP@3750 RPM
- Radiator
- 10-speed automatic
- Four-wheel drive
- * **Mechanical limited slip differential**
- Auto locking hub control
- Engine cylinders: V-8
- Spark ignition system
- Torque: 468 lb.-ft. @3750 RPM
- Auxiliary power take-off
- Part-time 4WD
- Recommended fuel: regular unleaded
- Driveline managed traction control
- Electronic transfer case shift

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

02/06/2024



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Rear anti-roll bar
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Monotone paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Black grille
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argnt steel wheels
- * **Running boards**
- Clearcoat paint
- Black fender flares
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Conventional left rear passenger door
- LT225/70RS19.5 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches
- Keyfob activated door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

02/06/2024



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting

Technology and Telematics

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Prepared for:

City Of Hagerstown
Prepared by: Chad M Sites
02/06/2024



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Lane Departure Warning
- * **Rear mounted camera**

Dimensions

General Weights

* Curb weight	7,586 lbs.	* Rear curb weight	3,243 lbs.
* GVWR	19,500 lbs.	* Payload	11,900 lbs.

Trailer Weights

* Fifth-wheel towing capacity	20,800 lbs.	* Gooseneck towing capacity	21,000 lbs.
Conventional capacity	18,500 lbs.	GCWR	30,000 lbs.

Front Weights

* Front curb weight	4,343 lbs.	GAWR front	6,000 lbs.
Axle capacity front	7,000 lbs.	Spring rating front	6,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.2"
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Exterior Measurements

Vehicle body length	289.2"	Vehicle body width	80.0"
Vehicle body height	81.7"	Wheelbase	203.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.6"	Rear frame height unloaded	34.3"

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02/06/2024



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Front track	74.8"	Rear track	74.0"
Vehicle turning radius	28.6'	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	158.1"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.
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Interior Volume

Total passenger volume	131.7 cu.ft.
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Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
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Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------------	-------	---------------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
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Powertrain

Engine

Engine	7.3L V-8 DEVCT variable valve control, engine with 335HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	7.3L	cc	445 cu.in.
Bore	4.21"	Stroke	3.98"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	335 HP@3750 RPM	Torque	468 lb.-ft.@3750 RPM
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Alternator

Alternator amps	250A	Alternator type	Heavy-duty alternator
-----------------------	------	-----------------------	-----------------------

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Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Battery

Battery amps	78Ah	Battery type	HD lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Auxiliary power take-off	Auxiliary power take-off
----------	----------	--------------------------	--------------------------

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive
----------	---------------	------------	------------------

Drivetrain

Axle ratio	4.88
------------	------

Exhaust

Tailpipe	Stainless steel single exhaust
----------	--------------------------------

Fuel

Fuel type	regular unleaded
-----------	------------------

Fuel Tank

Fuel tank capacity	40.00 gal.
--------------------	------------

Drive Feature

* Limited slip differential	Mechanical limited slip differential	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar

Suspension type rear Leaf spring rear suspension

* Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior

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Prepared for:

City Of Hagerstown
Prepared by: Chad M Sites
02/06/2024



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Front Wheels

Front wheels diameter 19.5" Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm Front wheel - RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 225mm * Rear wheel - RPM 645

Body Exterior

Trailer

Towing wiring harness Trailer wiring harness Towing brake controller Trailer brake controller
Towing trailer sway Trailer sway control

Exterior Features

Number of doors 4 doors * Running boards Running boards
Front splash guards Front splash guards * License plate front bracket Front license plate bracket

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors Turn signal in door mirrors Turn signal indicator in door mirrors

Tires

Front tires LT load rating G Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Convenience

Door Locks

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key		

Cruise Control

Cruise control	Cruise control with steering wheel mounted controls
----------------	---

Key Fob Controls

Fob remote vehicle controls	FordPass Connect smart device vehicle start control
-----------------------------	---

Rear View Mirror

Day/Night rearview mirror	Day/Night rearview mirror
---------------------------	---------------------------

Exterior Mirrors

Door mirrors	Power door mirrors	Folding door mirrors	Manual folding door mirrors
Heated door mirrors	Heated driver and passenger side door mirrors		

Front Side Windows

First-row windows	Power first-row windows
-------------------	-------------------------

Overhead Console

Overhead console	Full overhead console	Overhead console storage	Overhead console storage
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Passenger Visor

Visor passenger mirror	Passenger visor mirror
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Power Outlets

12V power outlets	2 12V power outlets
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Rear Windshield

Rear windshield	Fixed rear windshield
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Storage

Number of beverage holders	8 beverage holders	Beverage holders	Front beverage holders
Beverage holders rear	Rear beverage holders	Glove box	Illuminated locking glove box
Illuminated glove box	Illuminated glove box	Instrument panel storage	Instrument panel covered bin
Dashboard storage	Dashboard storage		

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Prepared for:

City Of Hagerstown
Prepared by: Chad M Sites
02/06/2024



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Windows Feature

One-touch up window	Driver and passenger	One-touch down window ..	Driver and passenger
one-touch up windows		one-touch down windows	

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer	Trip computer	PRND in IP	PRND in IP
Upfitter switches	Upfitter switches	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort

Climate Control

Climate control	Manual climate control	Cabin air filter	Cabin air filter
Rear under seat ducts ..	Rear under seat climate control ducts		

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
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Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
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Second-Row Seat Trim

Rear seat upholstery ..	Vinyl rear seat upholstery	Rear seatback upholstery ..	Carpet rear seatback upholstery
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Steering Wheel

Steering wheel telescopic	Manual telescopic steering wheel	Steering wheel material ..	Urethane steering wheel
Steering wheel tilt ..	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type	Split-bench front seat	Driver seat direction	Driver seat with 4-way directional controls
Driver seat fore/aft control	Manual driver seat fore/aft control	Passenger seat direction ..	Front passenger seat with 4-way directional controls

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Split front seats	40-20-40 split-bench front seat	Reclining passenger seat	Manual reclining passenger seat
Passenger seat fore/aft control	Manual passenger seat fore/aft control	Front head restraints	Height adjustable front seat head restraints
Front head restraint control	Manual front seat head restraint control	Armrests front center	Front seat center armrest
Armrests front storage	Front seat armrest storage	Reclining driver seat	Manual reclining driver seat
Rear Seats			
Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion	Rear head restraints	Height adjustable rear seat head restraints
Rear head restraint control	Manual rear seat head restraint control	Number of rear head restraints	3 rear seat head restraints
Lumbar Seats			
Driver lumbar	Manual driver seat lumbar		
Front Seat Trim			
Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Vinyl front seatback upholstery
Interior Accents			
Interior accents	Chrome interior accents		
Gearshifter Material			
Gearshifter material	Urethane gear shifter material		

Entertainment Features

LCD Displays			
Primary touchscreen display	Primary touchscreen display	Number of first-row LCD displays	2 total number of 1st row displays
LCD primary display size	8 inch primary LCD display		
Radio Features			
External memory	SYNC 4 external memory control	Seek scan	Seek scan
Speakers			
Speakers	Standard grade speakers	Speakers number	6

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Temperature display	Exterior temperature display	Driver information center	Driver information center
Clock	In-radio display clock	Compass	Compass

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator		

Glass

Tinted windows	Light tinted windows
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Headlights

Headlights	Halogen headlights	Headlight type	Aero-composite headlights
Auto headlights	Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	DRL preference setting	DRL preference setting

Front Windshield

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry... Illuminated entry

Front reading lights... Front reading lights

Lights

Running lights... Daytime running lights

Clearance lights... Cab clearance lights

Variable panel light... Variable instrument panel light

Rear reading lights... Rear reading lights

Interior courtesy lights... Fade interior courtesy lights

Perimeter approach lighting... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Emergency SOS... SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

Internet Access

Internet access... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag

Front impact airbag passenger... Passenger front impact airbag

Front side impact airbag passenger... Seat mounted side impact front passenger airbag

Number of airbags... 6 airbags

Front side impact airbag driver... Seat mounted side impact driver airbag

Overhead airbags... Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts... Front height adjustable seatbelts

Security System

Immobilizer... SecuriLock immobilizer

Remote panic alarm... Remote panic alarm

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Price Level: 425 | Quote ID: CtyofHag28

Selected Equip & Specs (cont'd)

Active Driving Assistance

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Cameras

* Rear camera Rear mounted camera

Occupant Safety

Child door locks . . . Manual rear child safety door locks

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

As Configured Vehicle

Code	Description	MSRP
W5H	Base Vehicle Price (W5H)	\$60,370.00
660A	Order Code 660A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$395.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.	\$1,155.00
TGM	Tires: 225/70Rx19.5G BSW Traction Includes 4 traction tires on the rear and 2 A/P tires on the front.	\$190.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included.	Included
A	HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.	Included
PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers.	Included

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Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes:</i> - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	
18B	Platform Running Boards	\$445.00
153	Front License Plate Bracket	N/C
	Standard in states requiring 2 license plates and optional to all others.	
872	Rear View Camera & Prep Kit	\$415.00
	<i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	
FLADCR	Fleet Advertising Credit	\$0.00
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
	Requires valid FIN code.	
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	
425	50-State Emissions System	STD
Z1_01	Oxford White	N/C
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$62,970.00
Destination Charge		\$1,995.00
TOTAL		\$64,965.00

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 425 | Quote ID: CtyofHag28

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
Base Vehicle Price		\$60,370.00
Options		\$2,600.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$64,965.00
Pre-Tax Adjustments		
Code	Description	MSRP
10	Stephenson Equipment	\$39,058.82
1	Discount	-\$3,323.82
Total		\$100,700.00

Customer Signature

Acceptance Date

Repair Order History

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260 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading			Mechanic/Vendor	
15259		4/8/2013				Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	36H-000-000	\$15.05	\$299.00	\$314.05
Install new radio							
			Routine Work	MSC-000-000	\$37.85	\$119.60	\$157.45
INSERVICE NEW UNIT. INSTALL NEW RADIO.							
Totals For 15259					\$52.90	\$418.60	\$471.50

15304		4/17/2013				Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$34.05	\$131.34	\$165.39
Make rear step for bumper.							
Totals For 15304					\$34.05	\$131.34	\$165.39

15652		6/5/2013				Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$89.99	\$459.69	\$549.68
Install compartment lights and wiring. Install vent guards							
Totals For 15652					\$89.99	\$459.69	\$549.68

15627		6/7/2013				Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$65.67	\$65.67
Install new LED lights.							
Totals For 15627					\$0.00	\$65.67	\$65.67

15949		8/5/2013	2,889 Miles			Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$40.54	\$59.80	\$100.34
PERFORM B-PM.							
Totals For 15949					\$40.54	\$59.80	\$100.34

16706		12/4/2013				McCarthy Tires	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$380.40	\$0.00	\$380.40
Totals For 16706					\$380.40	\$0.00	\$380.40

16927			1/22/2014	6,036 Miles			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$37.97	\$59.80	\$97.77
PERFORM B-PM.							
Totals For 16927					\$37.97	\$59.80	\$97.77

16996			1/30/2014			Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$5.26	\$131.34	\$136.60
Check and repair wiring for rear lights							
Totals For 16996					\$5.26	\$131.34	\$136.60

17504			4/23/2014			Allen Taylor	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$15.71	\$229.85	\$245.56
Trailer plug bad. Go to Central Truck and get new plug and install . 4-24 Run another wire to run 7-way plug also							
Totals For 17504					\$15.71	\$229.85	\$245.56

17638			5/23/2014	8,973 Miles		Scott Kiser	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$9.89	\$131.34	\$141.23
DOT Inspection.							
			Dot inspection	PMS-000-000	\$28.08	\$65.67	\$93.75
B-Maint.							
Totals For 17638					\$37.97	\$197.01	\$234.98

18868			9/12/2014			COMPRESS AIR	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	044-000-000	\$238.11	\$0.00	\$238.11
Totals For 18868					\$238.11	\$0.00	\$238.11

18341			9/15/2014			Daniel Craigie	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	050-000-000	\$50.11	\$114.04	\$164.15
Replaced safety check valve and latches							
Totals For 18341					\$50.11	\$114.04	\$164.15

18400			9/18/2014			American Truck Service	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$79.82	\$0.00	\$79.82
Totals For 18400					\$79.82	\$0.00	\$79.82

18576			10/31/2014	11,964 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$48.83	\$59.80	\$108.63
PERFORM B-PM.							
Totals For 18576					\$48.83	\$59.80	\$108.63

19815			5/28/2015	15,951 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$71.86	\$119.60	\$191.46
PERFORM B-PM. REPLACE TAG LAMP ASSY AND REINSTALL TRAILER LIGHT PLUG.							
Totals For 19815					\$71.86	\$119.60	\$191.46

20076			6/25/2015			Mitch Leizear	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$46.68	\$46.68
DOT INSPECTION							
Totals For 20076					\$0.00	\$46.68	\$46.68

20551			8/27/2015			Hagerstown Ford	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$177.61	\$0.00	\$177.61
Totals For 20551					\$177.61	\$0.00	\$177.61

20557			9/4/2015	17,056 Miles		Paul Yeager	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$34.31	\$34.31
REPLACE INTERIOR GRAB HANDLES.							
Totals For 20557					\$0.00	\$34.31	\$34.31
21073			12/2/2015	19,355 Miles	Stanley Gunter		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$75.07	\$95.22	\$170.29
PERFORM B-PM							
Totals For 21073					\$75.07	\$95.22	\$170.29
21106			12/8/2015		Stanley Gunter		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$2.10	\$23.81	\$25.91
FILL OIL IN COMPRESSOR							
Totals For 21106					\$2.10	\$23.81	\$25.91
21581			3/1/2016		T&R Tire		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$39.90	\$39.90
FLAT REPAIR							
Totals For 21581					\$0.00	\$39.90	\$39.90
21889			4/20/2016		EBERHARD MFG		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	\$91.99	\$0.00	\$91.99
Totals For 21889					\$91.99	\$0.00	\$91.99
21985			5/17/2016	22,541 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$38.22	\$69.29	\$107.51
PERFORM B-PM.							
Totals For 21985					\$38.22	\$69.29	\$107.51
22052			5/25/2016		Stanley Gunter		

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$13.00	\$25.24	\$38.24
		FILL ANTIFREEZE					
Totals For 22052					\$13.00	\$25.24	\$38.24
22234			6/27/2016		HAGERSTOWN AUTO		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$12.00	\$0.00	\$12.00
Totals For 22234					\$12.00	\$0.00	\$12.00
22454			8/10/2016		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$1,363.18	\$69.29	\$1,432.47
			Routine Work	034-000-000	\$269.87	\$138.58	\$408.45
		INSTALL REAR STROBE LIGHTS					
Totals For 22454					\$1,633.05	\$207.87	\$1,840.92
23132			12/15/2016	26,122 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$54.82	\$69.29	\$124.11
		PERFORM B-PM.					
Totals For 23132					\$54.82	\$69.29	\$124.11
23195			12/21/2016		Stanley Gunter		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$663.31	\$201.88	\$865.19
		REPLACE RADIATOR AND HOSES					
Totals For 23195					\$663.31	\$201.88	\$865.19
23439			1/25/2017		Stanley Gunter		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$50.47	\$50.47
		FIX LIGHT PLUG FOR TRAILER					
Totals For 23439					\$0.00	\$50.47	\$50.47
23840			4/20/2017		Michael Cline		

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$48.09	\$48.09
		DOT INSPECTION					
Totals For 23840					\$0.00	\$48.09	\$48.09
24029			5/26/2017	29,359 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$78.50	\$102.92	\$181.42
		PERFORM B-PM.					
Totals For 24029					\$78.50	\$102.92	\$181.42
24723			9/29/2017		McCarthy Tires		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$213.29	\$0.00	\$213.29
Totals For 24723					\$213.29	\$0.00	\$213.29
24922			11/13/2017	32,688 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$54.82	\$68.61	\$123.43
		PERFORM B-PM.					
Totals For 24922					\$54.82	\$68.61	\$123.43
24979			11/20/2017		Elmer Poffenberger		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$542.08	\$542.08
		DIAGNOSED ELECTRICAL ISSUE WITH WORK LIGHTS					
Totals For 24979					\$0.00	\$542.08	\$542.08
24999			11/21/2017		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$65.28	\$65.28
		CHECKED WIRING FOR LIGHTS IN BODY					
Totals For 24999					\$0.00	\$65.28	\$65.28
25540			3/20/2018		Elmer Poffenberger		

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$67.76	\$67.76
		DOT INSPECTION					
Totals For 25540					\$0.00	\$67.76	\$67.76

25811			5/10/2018	36,270 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$83.52	\$68.61	\$152.13
		PERFORM B-PM.					
Totals For 25811					\$83.52	\$68.61	\$152.13

25956			6/6/2018		Elmer Poffenberger		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	031-000-000	\$180.00	\$266.08	\$446.08
		ROAD CALL NO START REPLACED BATTERIES					
Totals For 25956					\$180.00	\$266.08	\$446.08

26215			7/30/2018		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	027-000-000	\$38.24	\$308.75	\$346.99
		ROAD CALL TO SHED, WONT MOVE. ADD TRANSMISSION FLUID AND BRING TO SHOP. REMOVE AND RESEAL SOLENOID. REPLACE FITTING FOR PTO FEED LINE. CLEAN AND REFILL. CHECK ENGINE LIGHT ON. HAS DEF CODE. CHECK FOR PARTS, WAITING FOR PRICE AND AVAILABILITY.					
Totals For 26215					\$38.24	\$308.75	\$346.99

26709			10/25/2018	39,152 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$117.14	\$57.65	\$174.79
		PERFORM B-PM.					
Totals For 26709					\$117.14	\$57.65	\$174.79

27397			3/11/2019		Elmer Poffenberger		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$38.43	\$38.43
		REPLACED L/F MARKER LIGHT					
Totals For 27397					\$0.00	\$38.43	\$38.43

27447			3/21/2019	42,025 Miles	Paul Yeager		
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$144.07	\$76.86	\$220.93
PERFORM B-PM. REPLACE BAD LIGHTS AND REPAIR RADIO COAX.							
Totals For 27447					\$144.07	\$76.86	\$220.93

27656			4/22/2019				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$176.49	\$58.74	\$235.23
Check coolant leak, replace hose.							
Totals For 27656					\$176.49	\$58.74	\$235.23

28274			9/10/2019	44,981 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$40.34	\$38.43	\$78.77
PERFORM B-PM.							
Totals For 28274					\$40.34	\$38.43	\$78.77

28325			9/27/2019				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$34.66	\$34.66
Totals For 28325					\$0.00	\$34.66	\$34.66

28615			11/22/2019			Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$38.81	\$38.81
REPLACE R/S HEADLAMP. REPAIR COMPRESSOR OIL LEAK.							
Totals For 28615					\$0.00	\$38.81	\$38.81

28946			2/6/2020			Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$313.15	\$77.62	\$390.77
STARTED REAR BRAKES & ROTORS FOR D.O.T.							
Totals For 28946					\$313.15	\$77.62	\$390.77

28919			2/6/2020	47,877 Miles		Paul Yeager	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$109.02	\$77.62	\$186.64
PERFORM B-PM. REPLACE BAD MARKER LIGHTS.							
Totals For 28919					\$109.02	\$77.62	\$186.64

29313			5/15/2020			Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$38.81	\$38.81
REPLACED STROBE LIGHT.							
Totals For 29313					\$0.00	\$38.81	\$38.81

29328			5/15/2020			Michael Cline	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$34.66	\$34.66
FRONT STROBE LIGHT							
Totals For 29328					\$0.00	\$34.66	\$34.66

29440			6/19/2020			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$151.32	\$151.32
REGENERATED DEF SYSTEM. CHECKED CODES. NEEDS REPROGRAMMED. RAN THROUGH EGR TESTS.							
Totals For 29440					\$0.00	\$151.32	\$151.32

29451			6/26/2020			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	044-000-000	\$0.00	\$226.98	\$226.98
REPLACED NOX SESNOR. REGENERATED DEF SYSTEM.							
Totals For 29451					\$0.00	\$226.98	\$226.98

29497			7/8/2020	50,775 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$74.24	\$38.81	\$113.05
PERFORM B-PM.							
Totals For 29497					\$74.24	\$38.81	\$113.05

29510			7/9/2020	50,775 Miles		Paul Yeager	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	044-000-000	\$158.15	\$97.03	\$255.18
REPLACE INJECTOR RETURN FITTING.							
Totals For 29510					\$158.15	\$97.03	\$255.18
29645			8/6/2020			Michael Cline	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$34.66	\$34.66
CHECK ENGINE LIGHT							
Totals For 29645					\$0.00	\$34.66	\$34.66
29854			10/2/2020			Michael Cline	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$70.85	\$34.66	\$105.51
INSTALL INTAKE TUBE.							
Totals For 29854					\$70.85	\$34.66	\$105.51
29957			10/23/2020			Elmer Poffenberger	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$78.92	\$78.92
DIAGNOSED CHECK ENGINE LIGHT AND ORDERED PARTS.							
Totals For 29957					\$0.00	\$78.92	\$78.92
29948			10/23/2020			Michael Cline	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$754.94	\$35.23	\$790.17
CHECK ENGINE LIGHT.							
Totals For 29948					\$754.94	\$35.23	\$790.17
29986			10/26/2020			Michael Cline	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	043-000-000	\$20.80	\$422.76	\$443.56
REPLACE EGR SYSTEM COOLER.							
Totals For 29986					\$20.80	\$422.76	\$443.56
30776			8/25/2021	56,556 Miles		Paul Yeager	

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$94.08	\$45.63	\$139.71
PERFORM B-PM.							

Totals For 30776 \$94.08 \$45.63 \$139.71

31090			1/18/2022	59,379 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$89.04	\$68.45	\$157.49
PERFORM B-PM.							

Totals For 31090 \$89.04 \$68.45 \$157.49

31478			7/1/2022	62,288 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$67.00	\$45.63	\$112.63
PERFORM B-PM.							

Totals For 31478 \$67.00 \$45.63 \$112.63

32060			1/12/2023		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$182.52	\$182.52
Replaced throttle body and programmed.							

Totals For 32060 \$0.00 \$182.52 \$182.52

32069			1/18/2023	65,244 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$53.92	\$45.63	\$99.55
PERFORM B-PM.							

Totals For 32069 \$53.92 \$45.63 \$99.55

32421			3/31/2023		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	045-000-000	\$15.00	\$22.82	\$37.82
ROADCALL. NO OIL ON DIPSTICK. ADD 5 QTS.							

Totals For 32421 \$15.00 \$22.82 \$37.82

32702			5/16/2023		Elmer Poffenberger		
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$0.00	\$174.36	\$174.36
		dot inspection,light repair,					
Totals For 32702					\$0.00	\$174.36	\$174.36

32828			6/23/2023	69,296 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$66.92	\$45.63	\$112.55
		PERFORM B-PM.					
Totals For 32828					\$66.92	\$45.63	\$112.55

32924			7/3/2023		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	043-000-000	\$0.00	\$136.89	\$136.89
		Engine codes for exhaust sensors and no power. Broken sensor in def filter. Ford replaced def filter.					
Totals For 32924					\$0.00	\$136.89	\$136.89

33393			12/14/2023	73,240 Miles	Elmer Poffenberger		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$42.09	\$43.59	\$85.68
		b maint					
Totals For 33393					\$42.09	\$43.59	\$85.68
Totals					\$7,000.30	\$6,952.49	\$13,952.79
Grand Totals					\$7,000.30	\$6,952.49	\$13,952.79



CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2024
(attach to consent agenda form)

Department	<u>Utilities</u>	Division	<u>Water</u>
Vehicle Call #	<u>260</u>	Model Yr.	<u>2012</u> Serial # <u>1FDUF5GT0CEC9898</u>
Make	<u>Ford</u>	Model	<u>F-550 Super Duty</u>
Vehicle Description	<u>2012 Ford F-550 Super Duty With Enclosed Service Body</u>		
Mileage	<u>72,387</u>	# of Service Repair Orders	<u>70</u> Repair Costs to Date <u>\$13,953</u>
Condition	<u>Poor</u>		

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work Hours / Age Age X
Other (please explain) Truck has a major oil leak requiring the replacement of 3 quarts of oil weekly.

Is Purchase an Addition to Fleet? Reason:

Disposition:

Sell at Auction: X Salvage Value: \$5,000 Transfer Within City:
Other:

Notes:

Date: 2/16/2024 **Report Prepared By:** Tyler Puffenberger

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Ordinance: Conveyance of Pump Station 30 Lot by Richmond Homes of Maryland, Inc.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MOTION_APPROVAL_OF_ORDIANCE_CONVEYANCE_OF_LOT_FOR_WWPS30.docx	MOTION APPROVAL FOR PS30 LOT
Ordinance_for_Pump_Station_Deed_from_Richmond_American.docx	ORDINANCE PS30 LOT
Pump_Station_Deed_from_Richmond_American.docx	DEED PS30 LOT

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: AN ORDINANCE FOR THE CONVEYANCE IN FEE SIMPLE OF SAID LOT FOR WASTEWATER PUMP STATION #30 BY RICHMOND HOMES OF MARYLAND, INC. TO THE CITY OF HAGERSTOWN.

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Other	<input type="checkbox"/>

MOTION: I hereby move for the Approval of an Ordinance for the Conveyance in Fee Simple of said Lot for Wastewater Pump Station #30 as described in the attached Deed by dated July 25, 2018, and recorded among the land records of Washington County, Maryland at Liber 5801, folio 477, and also denoted as “Pump Station Lot” in Plat no. 8374, also recorded among the land records of Washington County, Maryland. Pump Station #30 serves the residences located in the Hagers Crossing community.

DATE OF INTRODUCTION: February 27, 2024
DATE OF PASSAGE: March 26, 2024
EFFECTIVE DATE: April 25,

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE
TO ACCEPT THE
CONVEYANCE IN FEE SIMPLE
OF A PUMP STATION LOT
WHICH SERVES PUMP STATION #30
BY RICHMOND AMERICAN HOMES
OF MARYLAND, INC.
TO THE CITY OF HAGERSTOWN

RECITALS

WHEREAS, the City of Hagerstown is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

WHEREAS, Richmond American Homes of Maryland, Inc., a Maryland Corporation (“Richmond”) is the owner of real property consisting of 0.35 acres which is a portion of the property described in a deed dated July 25, 2018, and recorded among the land records of Washington County, Maryland at Liber 5801, folio 477, and also denoted as “Pump Station Lot” in Plat no. 8374, also recorded among the land records of Washington County, Maryland;

WHEREAS, the said real property is improved by a waste water pump station (“Pump Station #30”) which was built for Richmond, and is presently operated and maintained by the City;

WHEREAS, per City of Hagerstown Water and Wastewater Standards, once a privately operated pump station reaches a threshold daily flow of 7500 GPD for the average monthly flow, the City shall assume operation, maintenance and repair of the pump station;

WHEREAS, Pump Station #30 serves the residences located in the Hagers Crossing community;

WHEREAS, the City has agreed to accept, for no monetary consideration, the conveyance in fee simple of the Pump Station Lot to the City;

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept the conveyance in fee simple of the Pump Station Lot to the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and Council do hereby approve and accept the conveyance in fee simple of the Pump Station Lot to the City; and

3. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and additional documentation, and to take any additional steps necessary to effectuate the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Tekesha Martinez, Mayor

Date of Introduction: February 27, 2024
Date of Passage: March 26, 2024
Effective Date: April 26, 2024

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

DEED FOR PUMP STATION #30

THIS DEED, Made this ____ day of _____, 2024, by RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland Corporation, hereinafter referred to as "Grantor".

RECITALS

WHEREAS, Richmond American Homes of Maryland, Inc. ("Richmond") is the owner of real property consisting of 0.35 acres which is a portion of the property described in a deed dated July 25, 2018, and recorded among the land records of Washington County, Maryland at Liber 5801, folio 477, and also denoted as "Pump Station Lot" in Plat no. 8374, also recorded among the land records of Washington County, Maryland;

WHEREAS, the said real property is improved by a wastewater pump station ("Pump Station #30") which was built for Richmond, and is presently operated and maintained by the City;

WHEREAS, Pump Station #30 serves the residences located in the Hagers Crossing community;

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept the conveyance in fee simple of the Pump Station Lot to the City;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises contained herein, and the sum of ZERO (\$0.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged, said Grantor does hereby grant and convey unto the CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the Laws of the State of Maryland, all the following fee conveyance located in Hagerstown, Election District No. 25, Washington County, Maryland, and more particularly described as follows:

All of the real property consisting of 0.35 acres which is a portion of the property described in a deed dated July 25, 2018, and recorded among the land records of Washington County, Maryland at Liber 5801, folio 477, and also denoted as "Pump Station Lot" in Plat no. 8374, also recorded among the land records of Washington County, Maryland

And, the Grantor hereby covenants that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances as may be requisite.

IN WITNESS WHEREOF, Richmond American Homes of Maryland, Inc., a Maryland Corporation, has caused this Deed to be executed by Brian W. Harris, its Vice President Land Entitlements, and its corporate seal affixed and attested to.

[Signatures appear on next page]

ATTEST:
INC.

a Maryland corporation

RICHMOND AMERICAN HOMES OF MARYLAND,

By: _____

Name: Brian W. Harris

Title: Vice President Land Entitlements

STATE OF _____, COUNTY OF _____, To-Wit:

I HEREBY CERTIFY, That on this _____ day of _____, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Brian W. Harris, Vice President Land Entitlements, of Richmond American Homes of Maryland, Inc., a Maryland Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing instrument, and did acknowledge that he executed the same for the purposes therein contained and as his voluntary act and deed, and he did further acknowledge that the consideration set forth therein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Jason Morton

AFTER RECORDING RETURN TO :

City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Attn: City Clerk

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Introduction of an Ordinance: Amending Sections of Chapter 64, Building Construction, Article III, Property Maintenance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Ordinance_-_Amending_Chapter_64__Article_III.pdf

Description

Motion - Ordinance -
Amending Chapter 64,
Article III

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: March 26, 2024

TOPIC: **Introduction of an Ordinance:** Amend the Code of the City of Hagerstown by adding and amending sections of Chapter 64 *Building Construction*, Article III Thereof, *Property Maintenance Standards*.

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move that the Mayor and City Council introduce an Ordinance to amend the Code of the City of Hagerstown, Chapter 64, Article III by adding or amending sections to Chapter 64 Building Construction, Article III, Property Maintenance Standards, which provide definitions, requirements for floor conditions, entry doors, infestation, fire safety, backflow prevention, smoke/CO alarm requirements, and occupant health, well-being, and safety. With this Ordinance, the code provisions shall become effective immediately upon the effective date of this enacting Ordinance.

DATE OF INTRODUCTION: 03/26/24
DATE OF PASSAGE: 04/23/24
EFFECTIVE DATE: 05/24/24

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN,
CHAPTER 64 THEREOF, *BUILDING CONSTRUCTION*,
TO UPDATE, ADD OR AMEND PROVISIONS
OF ARTICLE III,
*PROPERTY MAINTENANCE STANDARDS***

RECITALS

WHEREAS, the City of Hagerstown has previously adopted building construction standards in Chapter 64, Article I, *Building Construction Standards* ("*Building Construction Standards*"), of the Code of the City of Hagerstown; and

WHEREAS, Chapter 64, Article III, *Property Maintenance Standards* contains references to certain provisions of the Building Construction Standards; and

WHEREAS, as a result of changes in industry standards and other factors, Chapter 64, Article I, *Building Construction Standards*, Chapter 64, Article V, *Plumbing Standards*, Chapter 64, Article VI, *Mechanical Standards*, and Chapter 64, Article IV, *Electrical Standards*, have been updated in accordance with Maryland State Fire Prevention and Public Safety Codes; and

WHEREAS, in order to remain consistent with the updated standards adopted in Chapter 64, Article I, *Building Construction Standards*, Chapter 64, Article V, *Plumbing Standards*, Chapter 64, Article VI, *Mechanical Standards*, and Chapter 64, Article IV, *Electrical Standards*, it is appropriate to amend certain provisions of Chapter 64, Article III, *Property Maintenance Standards*; and

WHEREAS, the Mayor and Council find it in the best interest of the citizens of the City of Hagerstown to do so;

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

SECTION 1: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 202, General Definitions be and is hereby amended to add the following definitions:

CARBON MONOXIDE ALARM. A single or multiple station device that senses carbon monoxide and is capable of emitting a distinct and audible sound.

COMBINATION ALARM. A single or multiple station device that detects visible or invisible products of combustion including a built-in internal alarm signal and the same

single or multiple station device that also senses carbon monoxide and is capable of emitting a distinct and audible sound.

ENTRY DOOR. A door entering into a structure, rental unit, rooming unit or transient housing unit.

EXTENDED STAY. A transient housing unit equipped with City Code compliant cooking facilities within a transient housing facility.

HOUSEKEEPING. Services provided by a transient housing facility, which is responsible for cleanliness, maintenance, aesthetic upkeep of transient housing units, and public areas.

INDOOR FURNITURE. Any furniture intended for and made of such material that would require the furniture be sheltered from the natural elements such as rain and snow and shall include but not be limited to items such as couches, sofas, love seats, fabric covered chairs and mattresses.

INSECT. There are two basic types of insect infestations: nuisance and wood destroying. Nuisance insects include flies, fleas, bees, cockroaches, bed bugs and silverfish. Wood destroying insects include termites, powder-post beetles and carpenter ants.

INTERCONNECTION. Activation of any one **smoke** alarm causes alarm activation of all other required **smoke** alarms within the unit.

TRANSIENT HOUSING FACILITY.

- A. A structure containing one or more transient housing units.
- B. As used in Chapter 230, transient housing facility shall not include any rental facility, as that term is defined in Chapter 197 of the Code.
- C. Transient Housing Facilities shall include hotels, motels, inns, bed and breakfasts, and short-term rentals.

TRANSIENT HOUSING UNIT. Any single room or suite located in the City and which is intended for temporary living and sleeping purposes (typically less than 30 days, but in no case more than 182 days) where transient visitors and lodged for pay.

TRANSIENT VISITOR. A person who purchases lodging, with or without meals, for a period typically less than 30 days, but in no case more than 182 consecutive days.

SECTION 2: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 102.6, Historic buildings is hereby amended to read as follows:

102.6 Historic buildings. The provisions of this code may not be mandatory for existing buildings or structures designated as historic buildings by the City of Hagerstown ~~Preservation Design Historic~~ District Commission when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

SECTION 3: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 104.3, Inspections is hereby amended to read as follows:

104.3 Inspections. The code official shall make all of the required inspections, or ~~shall~~ **may** accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority. **Whenever an expert opinion report is required by the Code Official, said report shall be the responsibility of the property owner.**

SECTION 4: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 108.1.5, Unsafe Component is hereby amended to add code section to read as follows:

108.1.5 Unsafe Component. Unsafe component includes any subsystem, subassembly, or other system designed for use in or as part of a structure which shall include but not limited to stairs, porches, decks, balconies or other components on the premises or within the structure which is in such disrepair or condition that such component is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

SECTION 5: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 301.4, Accessibility Compliance is hereby amended to add code section to read as follows:

301.4 Accessibility Compliance. All Maryland Accessibility requirements shall be maintained and in good repair.

SECTION 6: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 302.11, Signs is hereby amended to read as follows:

302.11 Signs. All on and off premise signs shall be maintained in good repair, properly painted and maintained in a skillful and reasonable manner. On premise signs advertising a business that has been out of operation for more than 30 days shall be removed.

Exemption: The provisions of this section shall not apply to historic painted signs approved for preservation by the ~~Preservation Design Historic~~ District Commission.

SECTION 7: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 304.13, Window, light and door frames is hereby amended to read as follows:

304.13 Window, light and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. ~~A storm window shall not constitute as a window.~~

SECTION 8: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 304.15, Doors is hereby amended to read as follows:

304.15 Entry Doors. All ~~exterior entry~~ doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units, ~~transient housing units~~, and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.10.

SECTION 9: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 305.1, Interior General is hereby amended to read as follows:

305.1 Interior General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a ~~hotel~~ ~~transient housing facility~~, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property. ~~Transient housing units shall be provided housekeeping services at least once per week by the transient housing facility.~~

SECTION 10: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 305.3, Interior surfaces is hereby amended to read as follows:

305.3 Interior surfaces. All interior surfaces, including ~~floors, ceilings, counters, cabinets~~, windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

SECTION 11 Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. Section 308, Extermination be and is hereby amended to read as follows:

308.1 Infestation. All structures shall be kept free from ~~insect and rodent infestation~~. All structures in which ~~insects or rodents are an infestation is~~ found shall be promptly

exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

308.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure ~~and/or rental unit and/or transient housing unit.~~

308.3 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.

~~308.4 Multiple occupancy.~~ The owner of a structure containing two or more rental units, a multiple occupancy, a rooming house, transient housing facility, or a nonresidential structure shall be responsible for extermination of the entire structure when more than one unit is infested.

~~308.4 Multiple occupancy~~ **308.5 Shared Areas.** The owner of a structure containing two or more dwelling rental units, a multiple occupancy, a rooming house, ~~transient housing facility,~~ or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. ~~If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.~~

~~308.5~~ **308.6 Occupant.** The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the ~~structure-rental unit or transient housing unit.~~

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

~~308.7 Documentation.~~ The owner of a structure shall provide the Code Official with a report from a licensed extermination professional indicating the property has been abated of the infestation and the proper precautions to prevent re-infestation.

SECTION 12: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 404.8, Kitchen Floor Surface is hereby amended to add code section to read as follows:

404.8 Kitchen Floor Surface. Every kitchen floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 13: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 502.4, Employee' facilities is hereby amended to read as follows:

502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

Exemption: Where drinking facility was not required at the time of original construction.

SECTION 14: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 503.4, Toilet room and bathroom floor surface is hereby amended to read as follows:

503.4 Toilet room and bathroom floor surface. Every toilet room and bathroom floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

Exemption: ~~Structures built after 1978.~~

SECTION 15: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 603.1.1, Mechanical Servicing is hereby amended to add code section to read as follows:

603.1.1 Mechanical Servicing. All fossil fuel appliances shall be serviced by a Maryland licensed HVAC professional annually.

SECTION 16: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 604.3.3, Electrical Device Hazard is hereby amended to add code section to read as follows:

604.3.3 Electrical Device Hazard. An electrical device shall not be painted.

SECTION 17: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 702.1.1, Maintenance is hereby amended to add code section to read as follows:

702.1.1 Maintenance. The means of egress shall be maintained in good repair, structurally sound and sanitary.

SECTION 18: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 702.11, Unit identification is hereby amended to add code section to read as follows:

702.11 Unit identification. Each unit in a structure or room in a transient housing facility shall be identified with a unique identifier. The identification shall be located 5 feet (1524 mm) above the floor in a position which is readily visible when the doors are in the open and closed position.

SECTION 19: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 702.12, Emergency Instructions is hereby amended to add code section to read as follows:

702.12 Emergency Instructions. A floor diagram reflecting the floor plan, exit locations, and transient housing unit identification shall be posted in an approved location in every transient housing unit. Fire safety information shall be provided in accordance with the currently adopted Fire Prevention Code of the City of Hagerstown.

SECTION 20: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 706.1, General is hereby amended to read as follows:

706.1 General. The fire resistance rating of entry doors, floors, walls, ceilings, and other elements and components required by the then currently adopted City Code shall be maintained.

SECTION 21: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 707.6, Backflow Prevention is hereby amended to add code section to read as follows:

707.6 Backflow Prevention. Backflow prevention assemblies are required and to be maintained in good repair on potable water lines serving fire sprinkler systems and fire service standpipes. Backflow prevention devices are required and to be maintained in good repair for all commercial kitchen equipment served by potable water in accordance with City Plumbing Code.

SECTION 22: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 707.6.1, Backflow Prevention Testing is hereby amended to add code section to read as follows:

707.6.1 Backflow Prevention Testing. All backflow prevention assemblies for fire suppression systems shall be inspected annually and the inspection report be submitted to the Department. The water purveyor's reports shall be used for the inspection report.

SECTION 23: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 708.1, Exit signs is hereby amended to read as follows:

708.1 Exit signs. All required means of egress in multiple unit residential structures with more than three stories above grade shall be indicated with approved EXIT SIGNS. All exit signs shall be maintained in an efficient, safe operating condition and remain visible. All means of egress in nonresidential structures shall be indicated with approved Exit Signs where required by the building code.

SECTION 24 Chapter 64 of the Code of the City of Hagerstown, Section 64-8, Chapter 8, Smoke Alarms is hereby amended to read as follows:

Chapter 8

SMOKE & CARBON MONOXIDE ALARMS

SECTION 801 GENERAL

801.1 Scope. The provisions of this chapter shall govern the minimum standards for smoke ~~and carbon monoxide~~ alarms in existing structures.

801.2 Smoke Alarm Responsibility. The owner of the structure shall provide and maintain such smoke alarms in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

801.3 Carbon Monoxide Responsibility. The owner of the structure that relies on the combustion of a fossil fuel for heat, ventilation, hot water, clothes drying, fireplace, has an attached garage or was built after January 1, 2008 shall provide and maintain such carbon monoxide alarms or combination alarms in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 802 MAINTENANCE AND TESTING

802.1 Compliance. The more restrictive code of the then currently adopted City Code or the State of Maryland Fire Prevention Code shall govern for compliance in all smoke alarms, ~~and~~ smoke detectors, ~~carbon monoxide alarms, and combination alarms~~ requirements.

802.2 Maintenance. All existing smoke alarms, ~~and~~ smoke detectors, ~~carbon monoxide alarms, and combination alarms~~ must be properly installed and maintained in a working condition.

802.2.1 Replacement. In all residential occupancies, all smoke alarms, ~~and~~ smoke detectors, ~~carbon monoxide alarms, and combination alarms~~ in operation for more than ten (10) years shall be replaced.

802.3 Installation. All smoke alarms, ~~and~~ smoke detectors, ~~carbon monoxide alarms, and combination alarms~~ shall be installed in accordance with the Code of the City of Hagerstown, ~~and~~ the manufacturer's instructions, ~~NFPA 72, and NFPA 720~~. When actuated, the smoke alarms ~~or~~ smoke detectors, ~~carbon monoxide alarms, or combination alarms~~ shall provide an alarm suitable to warn the occupants within the individual room or dwelling unit.

802.4 Testing. All fire-warning and carbon monoxide-warning equipment shall be maintained and tested in accordance with the manufacture's instructions and in compliance with nationally accepted standards.

802.5 Alterations, repairs and additions. Any permitted alterations, repairs and additions completed on the structure must comply with the Code of the City of Hagerstown as related to smoke alarms and carbon monoxide alarms.

802.6 Tampering. Anyone tampering or interfering with the effectiveness of a smoke alarm or smoke detector, carbon monoxide alarms, or combination alarms shall be in violation of this code.

802.7 UL Listed. All smoke alarms shall be in compliance with UL217 or UL268. All carbon monoxide alarms shall be in compliance with UL2034 or UL 2075. All combination alarms shall be in compliance with all UL listings contained in this section.

SECTION 803 LOCATION REQUIREMENTS

803.1 Location Level. Smoke alarms, and smoke detectors, carbon monoxide alarms, and combination alarms shall be installed on every level including basements.

Exception: Smoke alarms, or smoke detectors, carbon monoxide alarms, or combination alarms shall not be required in nonhabitable attics and crawl spaces.

803.2 Location Split Level. In dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm, or smoke detector, carbon monoxide alarm, or combination alarm installed on the upper level shall suffice for the adjacent level, provided that the lower level is less than one full story below the upper level.

803.3 Location Bedrooms. Smoke alarms, and smoke detectors and combination alarms shall be installed in the area of the bedrooms outside each separate sleeping area in the immediate vicinity of the bedrooms. Structures built or altered after January 1, 2001 shall also install smoke detectors or smoke alarms in each sleeping room.

SECTION 804 INTERCONNECTION

804.1 Smoke Alarm Interconnection. Where structures are built on or after January 1, 1989, interconnection of smoke alarms, and smoke detectors and combination alarms shall be required.

Exception: Interconnection on a structure constructed prior to January 1, 1989 may be required by the Code Official if certain substandard aspects of the building warrant such a measure to protect public health, safety and welfare.

804.2 Carbon Monoxide Interconnection. All carbon monoxide alarms within a dwelling unit shall be interconnected.

Exception: Alarms installed in existing construction shall not be required to be interconnected unless required by the Code Official.

804.2 804.3 Maintenance. Smoke alarms and smoke detectors shall maintain interconnection within the unit.

SECTION 805

SMOKE ALARM POWER SOURCE – ONE and TWO FAMILY DWELLING

805.1 Power Source. All one and two family dwellings shall be required to comply with requirements in 805.1.1 through 805.1.3.

805.1.1 Before 1975. Where structures are built before July 1, 1975, ten (10) year lithium battery powered smoke alarms **or combination alarms that are sealed and tamper-resistant** shall be required.

805.1.2. Between 1975 and 1990. Where structures are built between July 1, 1975 and June 30, 1990, AC primary smoke alarms **or combination alarms** shall be required.

805.1.3. After 1990. Where structures are built on or after July 1, 1990, AC primary with battery backup smoke alarms **or combination alarms** shall be required.

SECTION 806

SMOKE ALARM POWER SOURCE – THREE UNIT DWELLINGS, GUEST ROOMS, BOARDING HOUSES, SUITES, DORMITORIES AND OTHER SIMILAR STRUCTURES

806.1 Power Source. All three unit dwellings, guest rooms, boarding houses, suites, dormitories and other similar structures shall be required to have on of the following:

OPTION 1 – Installation of ten (10) year lithium battery powered smoke alarms **or combination alarms** on every level, **outside of the sleeping areas and in each bedroom outside each separate sleeping area in the immediate vicinity of the bedrooms,** or

OPTION 2 – Installation of AC primary with battery backup smoke alarms **or combination alarms** on every level, in each dwelling unit **and in the area of the sleeping rooms outside each separate sleeping area in the immediate vicinity of the bedrooms.**

Exceptions:

1. A commercial light and power source along with a secondary battery source that is capable of operating the device for at least twenty-four (24) hours in the normal condition followed by four (4) minutes of alarm.
2. A commercial light and power source is not normally available, a noncommercial ac power source along with a secondary battery source that is capable of operating the device for at least seven (7) days in the normal condition followed by four (4) minutes of alarm.
3. Other systems as approved by the Fire Marshal's Office, **Planning and Code and Administration Division, Engineering** Department or authority having jurisdiction.

SECTION 807

SMOKE ALARM POWER SOURCE –

FOUR OR MORE UNIT DWELLINGS, GUEST ROOMS, BOARDING HOUSES, SUITES, DORMITORIES AND OTHER SIMILAR STRUCTURES

807.1 Power Source. All four or more unit dwellings, guest rooms, boarding houses, suites, dormitories and other similar structures shall be required to have AC primary battery back-up smoke alarms, **or** smoke detectors **or combination alarms**.

Exceptions:

1. A commercial light and power source along with a secondary battery source that is capable of operating the device for at least twenty-four (24) hours in the normal condition followed by four (4) minutes of alarm.
2. A commercial light and power source is not normally available, a noncommercial ac power source along with a secondary battery source that is capable of operating the device for at least seven (7) days in the normal condition followed by four (4) minutes of alarm.
3. Other systems as approved by the Fire Marshal's Office, **Planning and Code Administration Division, Engineering** Department or authority having jurisdiction.

SECTION 808

CARBON MONOXIDE POWER SOURCE

808.1 Power Source. All structures that require carbon monoxide alarms shall be required to comply with one of the following requirements in 808.1.1 through 808.1.4.

808.1.1 Battery. Ten (10) year lithium battery powered carbon monoxide alarms that are sealed and tamper-resistant.

808.1.2 AC Power. AC Primary with battery backup carbon monoxide alarms.

808.1.3 Control Unit. Alarms are connected to an on-site control unit that monitors the carbon monoxide alarms remotely so that a responsible party is alerted when the device activates the alarm signal and receives primary power from a battery or the control unit.

808.1.4 Other System. Other system as approved by the Fire Marshal's Office, Planning and Code Administration Department, or authority having jurisdiction.

SECTION 808 809

DEAF OR HEARING IMPAIRED SMOKE ALARMS

~~808.1~~ 809.1 Deaf or Hearing Impaired Smoke Alarms. An owner of a structure where a deaf or hearing impaired occupant resides shall install a smoke alarm when activated provides a signal that:

1. Is approved by a nationally recognized testing laboratory for electrical appliances and approved by the Fire Marshall's office

And

2. Is sufficient to warn the deaf or hearing impaired resident(s) or occupant(s).

809.2 Deaf or hearing Impaired Carbon Monoxide Alarms. An owner of a structure where a deaf or hearing impaired occupant resides that requires a carbon monoxide alarms per the City Code shall install a carbon monoxide alarm or combination alarm so that when activated the alarm provides a signal that:

1. Is approved by a nationally recognized testing laboratory for electrical appliances and approved by the Fire Marshall's office

And

2. Is sufficient to warn the deaf or hearing impaired resident(s) or occupant(s).

809.3 Deaf or hearing Impaired Transient Housing. A transient housing facility shall have available at least one approved notification appliance for the deaf or hard of hearing individual for each 50 units or fraction of 50 units.

809.3.1 Posting. A transient housing facility shall post in a conspicuous place at the registration desk a permanent sign that states the availability of smoke alarm notification appliances for the deaf or hard of hearing individual.

SECTION 25: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 106.4, Penalty be and the table of Municipal Infraction Fines is hereby amended for the following line items, all other line items to remain as previously adopted, to read as follows:

Municipal Infraction Fines

Code Section	Title	Fines
Section 308		
Extermination		
308.5	Multiple occupancy Shared Area	\$200
308.6	Occupant	\$200
308.7	Documentation	\$200
Section 404		
Occupancy Limitations		
404.8	Kitchen Floor Surfaces	\$200
Section 603		
Mechanical Equipment		
603.1.1	Mechanical Services	\$200
Section 604		
Electrical Facilities		
604.3.3	Electrical Device Hazards	\$100
Section 702		
Means of Egress		
702.1.1	Maintenance	\$500
702.11	Unit identification	\$200
702.12	Emergency Instructions	\$200

Section 706
Fire Resistance Ratings

707.6	Backflow Prevention	\$500
707.6.1	Backflow Prevention Testing	\$500

Chapter 8 Smoke & Carbon Monoxide Alarms

Section 801
General

801.3	Carbon Monoxide Responsibility	\$1,000
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Section 802
Maintenance and Testing

802.7	UL Listed	\$500
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Section 804
Interconnection

804.2	Carbon Monoxide Interconnection	\$500
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Section 808
Carbon Monoxide Power Source

808.1	Power Source	\$500
808.1.1	Battery	\$500
808.1.2	AC Power	\$500
808.1.3	Control Unit	\$500
808.1.4	Other System	\$500

Section 809
Deaf or Hearing Impaired Smoke Alarms

809.1	Deaf or Hearing Impaired Smoke Alarms	\$500
809.2	Deaf or hearing Impaired Carbon Monoxide Alarms	\$500
809.3	Deaf or hearing Impaired Transient Housing	\$500
809.3.1	Posing	\$500

SECTION 26: Effective date. This Ordinance shall become effective immediately upon the effective date of this enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL
MARYLAND

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN,

Donna K. Spickler, City Clerk

Tekesha Martinez, Mayor

Date of Introduction: March 26, 2024
Date of Passage: April 23, 2024
Effective Date: May 24, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Introduction of an Ordinance: Amending Chapter 230, Transient Housing

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Ordinance_Amending_Chapter_230___Transient_Housing.pdf

Description

Motion - Ordinance
Amending Chapter 230

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: **Introduction of an Ordinance:** Amending Chapter 230, Transient Housing, to enhance support to our neighborhoods.

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move for the Mayor and City Council to introduce an Ordinance to amend the Code of the City of Hagerstown, Chapter 230, Transient Housing, which will (1) amend the definition of transient visitor and (2) require the transient housing license to be displayed in the lobby or other prominent public place on the premises.

DATE OF INTRODUCTION:	03/26/2024
DATE OF PASSAGE:	04/23/2024
EFFECTIVE DATE:	05/24/2024

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE
OF THE CITY OF HAGERSTOWN,
CHAPTER 230 THEREOF, *TRANSIENT HOUSING***

RECITALS

WHEREAS, the Mayor and Council have enacted Chapter 230 Transient Housing of the City Code to protect and promote the public health, safety and welfare of the citizens and transient visitors of Hagerstown, to establish rights and obligations of the owner/manager and the transient visitors in the use of transient housing facilities, and to encourage all parties to maintain and improve the quality of transient housing facilities within the community; and

WHEREAS, the Mayor and Council desire to amend the aforesaid Chapter 230 to: (1) amend the definition of transient visitor; and (2) require the displaying of the license to protect, preserve, and promote the health, safety and welfare of the citizens and transient visitors of Hagerstown; and

WHEREAS, the Mayor and Council find it in the best interest of the citizens of the City of Hagerstown to do so;

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

Section 1. The Code of the City of Hagerstown Chapter 230 *Transient Housing*, be and is hereby amended as follows:

§230-2 Definitions

This section shall remain as currently drafted, except for the following revision:

TRANSIENT VISITOR. A person who purchases lodging, with or without meals, for a period typically less than 30 days, but in no case more than 182 **consecutive** days.

§ 230-3. Transient housing license required.

This section shall remain as currently drafted, except for the following revision:

It shall be unlawful for the owner(s) of any transient housing facility to permit occupancy of any transient housing unit by a transient visitor unless said unit is currently licensed by the City and said license has not been denied, revoked or suspended. **The license shall be displayed in the lobby or other prominent public place on the premises during the entire period the license is in effect.**

Section 2. Effective Date. This Ordinance shall become effective immediately upon the effective date of this Enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

Tekesha Martinez, Mayor

Date of Introduction: March 26, 2024
Date of Passage: April 23, 2024
Effective Date: May 24, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Introduction of an Ordinance: Amend City Code by repealing Chapter 204, Signs, and re-enacting Chapter 204, Signs - Off-premises and Billboards

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Intro_Ordinance_Billboard_Ord_Update_Mtg_Package_3_26_2024.pdf	Intro Ordinance - Repeal and Re-enact Chapter 204, Signs - Off-Premises and Billboards
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REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: Introduction of an Ordinance: Amend City Code by repealing Chapter 204, Signs, and re-enacting Chapter 204, Signs – Off-Premises and Billboards.

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend the City Code by repealing Chapter 204, Signs, and re-enacting Chapter 204, Signs – Off-Premises and Billboards. The re-enacted chapter is a comprehensive update of the chapter originally adopted in 1999. The purpose of the update is to reasonably accommodate off-premises advertising signs while also establishing minimum standards intended to further traffic safety, maintain and enhance the aesthetic environment of the city, and minimize possible adverse effects of signs on nearby public and private property.

DATE OF INTRODUCTION: 3/26/2024

DATE OF PASSAGE: 4/23/2024

EFFECTIVE DATE: 5/24/2024

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE
OF THE CITY OF HAGERSTOWN, BY
REPEALING CHAPTER 204 THEREOF, ENTITLED
SIGNS, AND RE-ENACTING CHAPTER 204 TO BE RETITLED SIGNS - OFF-PREMISES AND
BILLBOARDS**

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to regulate and require inspections of off-premises signs and billboards within the City; and

WHEREAS, the Mayor and Council have a responsibility to further traffic safety and maintain and enhance the aesthetic environment within the City; and

WHEREAS, the Mayor and Council recognize the public service provided by orderly and well-maintained off-premise advertising signs and billboards to conduct competitive commerce and industry; and

WHEREAS, the Mayor and Council desire to update the 1999 code, Chapter 204, Signs, to better protect and promote the public health, safety and welfare of the citizens and bring the City's off-premises sign regulations up to current standards of the industry.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended by repealing Chapter 204, Signs, and re-enacting Chapter 204, Signs – Off-premises and Billboards, to read as follows:

(See Attached)

3. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Tekesha Martinez
Mayor

Date of Introduction: 03/26/2024
Date of Passage: 04/23/2024
Effective Date: 05/24/2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

Chapter 204 Signs – Off-premises and Billboards

204-1. Short title.

This chapter shall hereinafter be known and cited as the "Billboard Ordinance."

§204-2. Purpose.

- A. There is a significant relationship between the manner in which off-premises advertising signs and billboards are displayed and the public safety and the value and economic stability of adjoining properties. The reasonable display of off-premises advertising signs and billboards is necessary as a public service and necessary in order to conduct competitive commerce and industry.
- B. The purpose of this chapter is to establish minimum standards for off-premises advertising signs and billboards within the City of Hagerstown to further traffic safety by minimizing distractions and obstructions, to encourage the effective use of signs as a means of communication, to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth, to minimize the possible adverse effects of off-premises advertising signs and billboards on nearby public and private property and to enable the fair and consistent enforcement of this chapter.

§204-3. Definitions.

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

BILLBOARD -An outdoor off-premises board displaying advertisements.

DEPARTMENT – Planning and Code Administration Department

DIGITAL SIGN - A sign which automatically changes message or copy electronically to create static images of a certain fixed duration. For purposes of this Chapter a digital sign shall not include full-motion video or scrolling, rolling or dissolving images, or signs maintained by the City of Hagerstown within the public right-of-way for a public purpose or benefit.

FACE - The surface of any sign or billboard upon, against, or through which the message is displayed or illustrated on said sign or billboard.

FREESTANDING - Any structure not permanently affixed or attached to a building or other permanent improvement.

GOVERNMENTAL SIGNS – Signs erected and maintained by the City, County, State or Federal Government for designation or direction to community facilities, to provide

information on traffic control and public safety and to provide public service announcements. Such signs serve a public purpose and as such are exempt from this code.

INSTITUTIONAL ZONING DISTRICT – The INST zoning district as defined in Chapter 140.

LOT - Any piece or parcel of land or a portion of a subdivision that is recorded in the land records of Washington County, Maryland.

MIXED-USE ZONING DISTRICTS – The CC-MU and N-MU zoning district as defined in Chapter 140.

OFF-PREMISES ADVERTISING SIGN - Any sign, billboard or other structure or vehicle which advertises an event, product, service, business or entertainment media which is not available or located on the premises. An off-premises advertising billboard includes any sign, billboard or other structure which displays multiple messages and includes at least one message which advertises anything which is not available or located on the premises.

ON-PREMISES SIGN – Any sign, billboard or other structure or vehicle which advertises an event, product, service, business or entertainment media which is available or located on the premises.

PORTABLE SIGN -Any off-premises advertising sign not permanently affixed to the ground or a building or not designed to be permanently attached to the ground or a building.

PREMISES – Any single parcel or lot of real property in the City, including the land and all improvements or structures, upon which a sign is located.

RESIDENTIAL ZONING DISTRICT – The RMOD, RMED, RH, and RO zoning districts as defined in Chapter 140.

ROOFTOP SIGN - Any off-premises advertising sign located on or attached to the roof of a building, garage, shed or other structure, including a porch roof, lower level roof or a roof on any level of such structure.

SIGN - Any structure, display or device that is arranged, intended, designed or used as an off-premises advertisement, announcement, identifier, description, or direction to attract the public's attention.

SUBSTANTIAL RECONSTRUCTION – Replace or rebuild existing off-premises advertising sign that changes the structural design of the original off-premises advertising sign, height, number of sign faces, type of sign face, etc.

§204-4. Location restriction.

It shall be unlawful for any person to erect and thereafter maintain within any residential, mixed-use, or institutional zoning district of the City any billboard or other off-premise

advertising sign which is visible from other properties in those districts or from a public right-of-way.

§204-5. Off-premises advertising sign restrictions.

- A. No off-premises advertising sign which was not in existence prior to March 15, 1999 shall be permitted within the City limits of the City of Hagerstown, unless said sign is in compliance with the provisions of this chapter. Any off-premises advertising sign existing outside of the City limits immediately prior to annexation, which is subsequently annexed into the City limits, shall be considered to have existed prior to March 15, 1999.
- B. No increase in size or height, number of sign faces, change to digital, internally illuminated sign face, or relocation of an existing off-premises advertising sign shall be permitted after March 15, 1999, unless the property and off-premises advertising sign is in compliance with this chapter.
- C. It shall be unlawful for any person, partnership, corporation, or other entity to own, construct or maintain an off-premises advertising sign within the City limits of the City of Hagerstown without first obtaining a building permit for such off-premises advertising sign and remitting the required permit fee. A building permit is required for each off-premises advertising sign, regardless of size or type. No building permit shall be issued unless the off-premises advertising sign is in compliance with the standards, restrictions and requirements of this chapter. This permit requirement shall not be applicable to any off-premises advertising sign in existence prior to March 15, 1999, except upon replacement thereof or the substantial reconstruction, repair, or modification thereof.
- D. All building permit applications for off-premises advertising signs shall be filed with the Department.

§204-6. Standard for off-premises signs.

The following standards shall apply to all off-premises advertising signs which are constructed after March 15, 1999 and to existing off-premises advertising signs which are replaced entirely or are substantially reconstructed, repaired or modified.

- A. Not more than one off-premises advertising sign shall be allowed per lot and no new off-premises advertising sign shall be located within 300 feet of any existing off-premises advertising sign, regardless of the number of lots in between. This restriction shall not be applicable to any off-premises advertising sign prior to March 15, 1999 when said sign is repaired without substantial reconstruction.
- B. All freestanding off-premises advertising signs shall be set back not less than 25 feet from the right-of-way line of all streets. All freestanding off-premises advertising signs shall be setback at least 300 feet from an intersection of the Dual Highway and

at least 100 feet from any other intersection. This setback line restriction shall not be applicable to any off-premises advertising sign prior to March 15, 1999 when said sign is being repaired without substantial reconstruction.

- C. No off-premises advertising signs shall be located within 100 feet of a City residential zoning district, and if internally illuminated or digital, within 500 feet of a City residential zoning district. This restriction shall not be applicable to any off-premises advertising sign prior to March 15, 1999 when said sign is being repaired without substantial reconstruction.
- D. No off-premises advertising sign face on a freestanding structure shall exceed a total of 300 square feet per sign face in surface area including trim, nor shall it contain more than one message per face, except for complementary or joint messages.
- E. Freestanding off-premises advertising signs may have one, two, or three faces. Two-faced signs shall have the two faces placed back-to-back. Three-faces signs shall have the faces placed in a triangular configuration.
- F. No off-premises advertising sign face attached to a building shall exceed one square foot per linear foot of the wall it's mounted on with a maximum of 300 square feet permissible. No more than one wall-mounted off-premises advertising sign is permissible per property. Must be mounted flush to the wall.
- G. Digital off-premises advertising signs are permissible provided they are equipped with auto dimming that adjust the brightness to the ambient light at all times of the day and night, hold a stationary image for at least 8 seconds, do not have flashing, moving, or video images, and have a maximum 1-2 second transition time between images.
- H. No freestanding off-premises advertising sign shall exceed 30 feet in height measured from the grade to the highest point of the structure.

§204-7. Maintenance.

All off-premises advertising signs, structures, and faces shall be kept in good repair and properly painted and maintained in a skillful and reasonable manner. All exterior lighting and illumination will be oriented toward the ground. Any plan to substantially reconstruct an off-premises advertising sign or alter the number of type of sign faces on an existing billboard shall only be permissible if in compliance with this Chapter.

§204-8. Prohibited signs.

- A. Regardless of whether any such sign was in existence prior to March 15, 1999, the following off-premises advertising signs are specifically prohibited:

- (1) Portable signs.

- (2) Any signs which include strobing or revolving lights. This prohibition shall not apply to digital signs which are regulated as to image changing in §204-6.
- (3) Rooftop signs
- (4) Signs on or attached to stationary equipment such as semitruck trailers where signing is the apparent principal use of the equipment on either a temporary or permanent basis.
- (5) Any signs which mimic traffic signs or which obscure drivers' view of other traffic.
- (6) Any signs visible from the interstate or a state or federal scenic byway, unless otherwise approved by State Highway Administration (SHA) or Federal Highway Administration (FHA)

§204.9 Enforcement; appeals; violations and penalties.

- A. The provisions of this chapter shall be enforced by the Department. Enforcement actions shall be prosecuted against the owner of an off-premises advertising the sign, the tenant of the property on which the off-premise advertising sign is located, and/or the owner of the property on which the off-premises advertising sign is located. Any person affected by an action of the City for a violation of this chapter shall have 30 days from the date upon which notice is issued to file an appeal, in writing, to the Board of Code Appeals.
- B. Any owner of a sign or landowner upon which a sign is located whose sign does not display the required permit as provided for in this chapter or who otherwise violates any of the provisions of this chapter shall be guilty of a municipal infraction. Pursuant to Article III, Chapter 1, of the City Code, each day the sign exists without a permit or in violation of this chapter shall be a separate offense.
- C. The fine for violation of this chapter shall be \$100 for each initial violation, and \$200 for each day thereafter that the violation continues.

§204-10 Expiration of Off-Premises Designation

Any off-premises advertising sign utilized on a premises to advertise anything which is available or located on said premises for a period of two-years shall lose the designation as an off-premises advertising sign. This sign would be designated as a non-conforming on-premises sign and be subject to the provisions of Chapter 140, Land Management Code.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Introduction of an Ordinance: Adoption of Revised Drug Free School Zone Map and Amending Chapter 25 of the City Code

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Ordinance_-_Amending_Chapter_25__Drug_Free_School_Zone.pdf	Motion - Ordinance Amending Chapter 25 Adoption of Revised Drug Free School Zone Map and Amending Chapter 25 of the City Code
Adoption_of_Revised_Drug_Free_School_Zone_Map_and_Amending_Chapter_25_of_the_City_Code.pdf	

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: Introduction of an Ordinance: Adoption of Revised Drug Free School Zone Map and Amending Chapter 25 of the City Code

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move for the introduction of an Ordinance to revise the Drug Free School Zone map to add the Hagerstown Children's School and remove other schools that no longer exist, and to amend Chapter 25 of the City Code.

Date of Introduction: 3/26/24

Date of Passage: 4/23/24

Effective Date: 5/23/24

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: Introduction of an Ordinance: Adoption of Revised Drug Free School Zone Map and Amending Chapter 25 of the City Code

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move for the introduction of an Ordinance to revise the Drug Free School Zone map to add the Hagerstown Children's School and remove other schools that no longer exist, and to amend Chapter 25 of the City Code.

Date of Introduction: 3/26/24

Date of Passage: 4/23/24

Effective Date: 5/23/24

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE AUTHORIZING THE ADOPTION OF
A REVISED DRUG FREE SCHOOL ZONE MAP AND
OTHERWISE
AMENDING THE CODE OF THE CITY OF HAGERSTOWN,
CHAPTER 25 THEREOF, ENTITLED DRUG FREE
SCHOOL ZONES, TO RECOGNIZE THE REVISED MAP**

RECITALS

WHEREAS, the City of Hagerstown has previously adopted legislation, set forth in Chapter 25, establishing Drug Free School Zones within the corporate boundaries of the City of Hagerstown; and

WHEREAS, §25-2 contemplates that Chapter 25 may be amended to reflect any additions or deletions with respect to the location and boundaries of school property and drug-free school zones;

WHEREAS, the Mayor and Council desire to add the location of the Drug Free School Zones to include the Hagerstown Children's School; and

WHEREAS, the Mayor and Council desire to delete the following locations from the Drug Free School Zones: (1) Winter Street Elementary School; (2) Washington County Board of Education Headquarters; and (3) St. Maria Goretti Catholic High School; and

WHEREAS, the Mayor and Council desire to change the erroneous references to the Education Article of the Annotated Code of Maryland Section 4-122 (in Chapters 25-1 and 25-6) to the Education Article of the Annotated Code of Maryland Section **4-124**; and

WHEREAS, the Mayor and Council find it in the best interests of the citizens of the City of Hagerstown to do so;

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body as follows:

1. That the revised Drug Free School Zone Map produced on or about the _____ day of _____, 2024, by the Engineering Department for the City of Hagerstown, Maryland, a copy of which is attached hereto, incorporated herein and made a part hereof and is designated as "City of Hagerstown Engineering Department Drawing No. 73-045," be and is hereby approved and adopted as an official finding and record of the location and areas within the municipality of property which is used for school purposes and which is owned by or leased to any private or public elementary or secondary school or school board and of the areas on or within one thousand (1,000) feet of such school property; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

2. That Chapter 25 of the Code of the City of Hagerstown, Maryland, Section 25-1, is hereby amended to read as follows:

§ 25-1. Legislative authority; adoption of map.

Pursuant to the provisions of the Annotated Code of Maryland, the Charter of the City of Hagerstown and in particular, but not limited thereto, the provisions of §5-627 of the Criminal Law Article and the provisions of §4-124 of the Education Article of the Annotated Code of Maryland, the Mayor and Council of the City of Hagerstown, Maryland, do hereby declare that the Drug Free School Zone Map produced on or about the _____ day of _____, 2024, by the Engineering Department for the City of Hagerstown, Maryland, a copy of which is attached hereto,

incorporated herein and made a part hereof and is designated as "City of Hagerstown Engineering Department Drawing No. 73-045," is hereby¹ approved and adopted as an official finding and record of the location and areas within the municipality of property which is used for school purposes and which is owned by or leased to any private or public elementary or secondary school or school board and of the areas on or within one thousand (1,000) feet of such school property.

§ 25-6. Applicability of state statutes.

The reference to §4-122 of the Education Article of the Annotated Code of Maryland is hereby changed to §4-124 of the Education Article of the Annotated Code of Maryland. Otherwise, Chapter 25-6 shall remain as written.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Ordinance shall become effective at the expiration of 30 calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

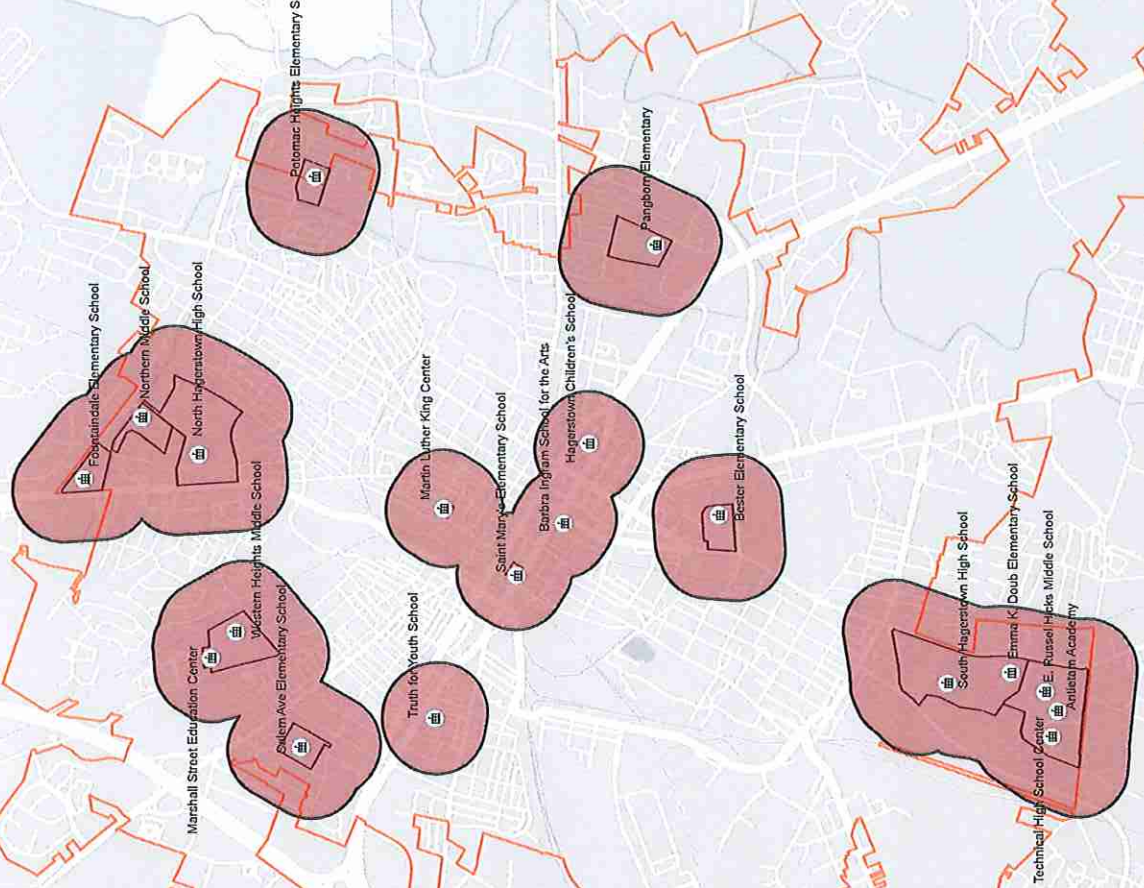
Tekesha Martinez, Mayor

Date of Introduction: March 26, 2024
Date of Passage: April 23, 2024
Effective Date: May 23, 2024

PREPARED BY:
SALVATORE & MORTON, LLC, CITY ATTORNEY

¹ Editor's Note: The Drug-Free School Zone Map is on file in the City Clerk's Office.

1. Barbra Ingram School for the Arts - 7 S. Potomac St
2. North Hagerstown High School - 1200 Pennsylvania Ave
3. South Hagerstown High School - 1101 S. Potomac St
4. Technical High School Center - 50 W. Oak Ridge Dr
5. Antietam Academy - 40 W. Oak Ridge Dr
6. E. Russel Hicks Middle School - 1321 S. Potomac St
7. Northern Middle School - 701 Northern Ave
8. Western Heights Middle School - 1300 Marshall St
9. Bester Elementary School - 385 Mill St
10. Emma K. Doub Elementary School - 1221 S. Potomac St
11. Fountaindale Elementary School - 901 Northern Ave
12. Pangborn Elementary School - 195 Pangborn Blvd
13. Potomac Heights Elementary School - 301 E. Magnolia Ave
14. Saint Mary's Elementary School - 218 W. Washington St
15. Salem Ave Elementary School - 1323 Salem Ave
16. Martin Luther King Center - 131 W. North St
17. Truth for Youth School - 41 Bryan Circle
18. Marshall Street Education Center - 1350 Marshall St
19. Hagerstown Children's School - 22 N. Mulberry St



Map Projection: NAD 1983 StatePlane Maryland FIPS 1900 (US Feet)
 Data Source: City of Hagerstown, 2024
 Prepared by: Rylee Ely, GIS Coordinator, 2/29/2024
 Project Location: 73-045 - M:
 \Drafting\DWGS\73-000\73-045 Drug Free Zones\GIS\Drug Free Zones 2024



Note:

The buffers illustrate an approximate location of Drug Free Zones.
 Drug Free Zones created by applying a 1,000 foot buffer around the individual parcel.
 Some locations are outside the City of Hagerstown, Corporate limits. The 1,000 foot buffer crossed the Corporate boundary.



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Lease Agreement with the Valley Art Association

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Valley_Art_Association_Council_Packet.pdf

EXHIBIT_A_Mansion_House.pdf

Description

Valley Art Association Lease
Agreement

Exhibit A - Mansion House



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: February 29, 2024

RE: Valley Art Association
Lease Agreement

RECOMMENDATION

Staff recommends that the Mayor and Council approve the Valley Art Association Lease Agreement. The current lease agreement expires June 30, 2024. The initial agreement would be for five (5) years beginning July 1, 2024 with an option for an additional five (5) year renewal.

DISCUSSION

The Valley Art Association operates in the Mansion House within City Park. The address is 480 Highland Avenue, and the following is from their website:

“Situated in one of the most beautiful City parks in America is a Georgian-style mansion house built by John Heyser in 1846. The mansion serves as headquarters for The Valey Art Association. Originally formed in 1938, there are currently more than 100 active members who love and support the visual arts.

The Valley Art Association (VAA) has two parts, Valley Art Association Membership and The Mansion House Art Center. Membership ranges from those who are just interested in art to practicing, professional artist. Members are drawn from Maryland, Pennsylvania, Virginia, and West Virginia. There is a general monthly membership meeting and an elected Executive Board who strive to provide informative and exciting activities for members. The group creates an awareness and appreciation of art within the community by hosting special art exhibits, art workshops, classes, demonstrations by noted artists and art related field trips.

At the Mansion House Art Center, members may display their artwork and one can view and purchase the works of over 20 local artists. The old Mansion House creates a beautiful setting for the art that is displayed and is open year-round with no fee for visiting.”

The current lease agreement between the City and VAA expires on June 30, 2024. The new agreement would be for five (5) years with an option to renew for an additional five (5) years extension so long as the VAA is in compliance with the terms of the lease.

FINANCIAL IMPACT

For the period of July 1, 2024 to June 30, 2025, the annual rental shall be One Thousand Two Hundred (\$1,200.00) dollars. The rent increases 2% annually thereafter, which is a very modest increase.

The City pays for electricity, heating oil, water, and sewer. The water and sewer usage are not metered separately but are part of the overall utility cost of City Park. The VAA is responsible for reimbursing the City for any electrical costs that exceed \$600 annually. Heating oil use and costs have been consistently level depending on winter weather conditions.

CONCLUSION

Staff will be available at the Council meeting for any questions regarding this matter.

Att: VAA Lease Agreement, Resolution, Motion

Cc: Parks Staff

Finance Staff

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on ____ day of _____, 2024, between THE CITY OF HAGERSTOWN, MARYLAND, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "City" or "Landlord", and the Valley Art Association, Inc., of Washington County, Maryland, hereinafter called "Tenant".

SECTION 1 **DEMISE OF PREMISES**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the Premises located at 480 Highland Avenue, Hagerstown, Maryland, more commonly referred to as the Mansion House, as more particularly identified on the attached Exhibit A (hereinafter called the "Premises").

SECTION 2 **TERM**

The Premises described herein are leased by Landlord to Tenant for a term of Five (5) years beginning on the 1st day of July, 2024 and terminating on the 30th day of June, 2029 at and for rental as set forth in Section 3 – Rent.

Thereafter, the Tenant is given, and shall have, the option to renew this Lease on the basis of one (1) five-(5) year extension, so long as Tenant is in compliance with the terms of this Lease and is utilizing the Premises described therein as contemplated herein.

In order to renew this Lease, as outlined above, Tenant must give Landlord notice in writing sixty (60) days prior to the termination of the term of its desire to renew pursuant to the terms and conditions contained in this Lease Agreement. In the event Tenant fails to give any such notice in writing to the City, it shall be presumed that Tenant has elected to terminate this lease. If at any time Tenant shall hold over in the Premises beyond the term, Tenant shall be considered a month-to-month periodic tenant.

SECTION 3 **RENT**

A. DURING THE PERIOD OF THIS LEASE, RENTAL SHALL BE PAID BY TENANT AS FOLLOWS:

1. For the period of July 1, 2024 to June 30, 2025, the annual rental shall be One Thousand Two Hundred and 00/100 (\$1,200.00) Dollars. Tenant shall pay in equal monthly installments of One Hundred and 00/100 (\$100.00) Dollars per month in advance on the first day of each month. For each year thereafter (including any renewal years), the annual rent shall increase by 2% of the previous year's rent.

SECTION 4

UTILITIES

Landlord shall be responsible for paying for electricity, gas, heating, and all utilities except as provided herein. Tenant shall be responsible for and pay for all janitorial and cleaning services as may be required for the Premises. Tenant shall be responsible for the proper disposal of all rubbish, waste and debris. If Tenant's annual electric bill shall exceed \$600 in any given lease year, then Tenant shall, on or before July 15 immediately following that lease year(s), reimburse the City the amount in excess of \$600.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5

INSURANCE COMPLIANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond the current rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the Annual Rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

SECTION 6

MAINTENANCE

Tenant agrees to keep the Premises and appurtenances thereto clean, in good repair and will make all ordinary and replacement repairs at its expense, including but not limited to lighting and plumbing fixtures. Tenant shall be responsible for any repairs necessitated by misuse of the Premises, whether by itself, its agents, guests or invitees. Tenant agrees to be responsible for all interior and exterior window cleaning. Tenant shall be responsible for painting the interior when, in the opinion of the Landlord, the need arises. Tenant shall place covers on the AC units each year, during the months of October – April.

Landlord shall be responsible for snow removal and cleaning of sidewalks as needed.

Landlord agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the building, as well as the electrical, heating, cooling and plumbing systems, ordinary maintenance excepted.

SECTION 7
ALTERATIONS

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord for review and prior approval. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's expense. This shall not be construed to deny the Tenant the right to do usual and customary decorating of the Premises. Tenant agrees that all improvements to the Premises shall become the property of the Landlord at the time of installation.

SECTION 8
USE

The Premises demised shall be used by the Tenant solely for the purpose of conducting art exhibits, displays and shows, retail sales of art, special events and any related business activities. Tenant may also sublet the Premises pursuant to the restrictions contained in Section 10 hereof. No other use may be made of the Premises unless same is approved in writing by the Landlord. No approval shall be unreasonably or arbitrarily withheld. Tenant's use of the Premises shall comply with all Park Rules, City Ordinances, as well as State and Federal Law. Tenant shall not permit any domesticated or other animals, pets, or birds to be upon or in the Premises.

SECTION 9
SIGNS

The Tenant may not erect or place any signs on the exterior or visible to the exterior of the Premises unless same have been approved in advance by the Landlord. Said approval shall not be unreasonably or arbitrarily withheld.

SECTION 10
ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity, nor permit the occupancy of the Premises by any person or entity except as permitted hereafter. Tenant may sublet the Premises, or a portion thereof, to private groups or individuals ("User") for short-term rentals (one-day maximum) so long as Tenant obtains a fully executed hold harmless agreement from the proposed User, indemnifying and releasing the City, in the form attached hereto as Exhibit B, and any such User must agree in writing to abide by the written Park Rules in effect at the time. Tenant may charge a reasonable fee for any such short-term rentals.

SECTION 11
INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and hold harmless and indemnify Landlord, its agents, servants, employees, officers, representatives and insurers from any and all claims of whatsoever nature or

kind arising directly or indirectly from the Tenant's use or subletting of the Premises and Tenant agrees to save and hold harmless and indemnify Landlord from any suits, demands, claims or fines of whatsoever nature or kind including personal injuries arising directly or indirectly under any circumstances by the exercise of the Tenant in the use or subletting of the Premises.

Tenant agrees to maintain public liability and property damage insurance with an insurance company acceptable to Landlord to protect Landlord as an additional insured at mutually agreed-to amounts. The insurer must be approved or acceptable to the Landlord. Such policy shall only cover the demised Premises and activities conducted thereon. Said policies shall provide for at least 30 days' notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. Certificates of insurance shall be furnished to Landlord on an annual basis.

SECTION 12

QUIET ENJOYMENT: SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises and Tenant agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 13

INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to make periodic inspections of the Premises at all reasonable times during business hours. Landlord shall notify Tenant of any inspection in writing at least five (5) days in advance. In the event that Tenant fails to renew this Lease at any time, then in said event the Landlord shall have the right to place "For Rent" notices or signs upon the property if it so elects.

SECTION 14

FIRE OR OTHER DAMAGE

In the event the Premises or any portion thereof is damaged by fire, storm, the elements, act of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall endeavor to restore such portion of the Premises so injured or damaged as speedily as possible, but shall have no obligation to do so, subject only to Landlord's independent judgment. Unless the untenability is caused by acts or omissions of the Tenant, its agents, guests or invitees, the annual rent shall abate proportionately on such part of the Premises as may have been rendered untenable until such time as such part shall be fit for Occupancy, and after which time, the full amount of annual rent reserved in this Lease shall be payable as hereinabove set forth. If the Premises are damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable in the sole opinion of the Landlord, then this Lease shall thereupon become null and void, at the option of the Landlord, and all liability of tenant shall terminate upon payment of all annual rent and additional rent due and payable to the date of such happening, except that rent shall be due for the remainder of the term if the untenability is

caused by acts or omissions of the Tenant, its agents, guests or invitees. Tenant shall give immediate notice to Landlord of any fire, casualty or other damage to the Premises.

In the event of untenability (whether partial or total), Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the Premises are unable to be used for the purposes identified in Section 8 hereof.

SECTION 15

DEFAULT OF TENANT: REMEDIES OF LANDLORD

It is further agreed and understood that if any default is made in the payment of the rental or any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease,, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said Premises and assume and take possession of the same and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession.

In the event that there is a default or a violation of any other provisions of this Lease other than non-payment of rent, then and in said event, the Landlord shall give the Tenant thirty (30) days notice in which to correct said violation. If same is not corrected within thirty (30) days, the relationship of Landlord and Tenant, within the absolute discretion and option of the Landlord, shall cease without further notice,, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said Premises and assume and take possession of the same and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession.

SECTION 16

CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to pass a resolution approving the execution of this Lease and the provisions hereof. In the event that said resolution should not become effective, then in said event, this agreement is null and void of no effect. It is agreed that the necessary resolution required by the Landlord shall be introduced simultaneously with the execution of this agreement or as expeditiously thereafter as possible.

SECTION 17

SMOKING

No smoking will be permitted on the Premises by the Tenant, its agents, servants, employees, subtenants, invitees or the public.

SECTION 18

NOTICES

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by recognized overnight courier, properly addressed and prepaid, to

the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing. The first business day following the date of personal delivery or delivery by overnight courier, being taken as the date of the giving of such notice.

City of Hagerstown: City Administrator
 City of Hagerstown
 City Hall
 Hagerstown, MD 21740

Tenant: Valley Art Association, Inc.
 480 Highland Avenue
 Hagerstown, MD 21740
 Attention: President

SECTION 19
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge and deliver, any and all further documents and instruments that may be required or necessary to carry out and effectuate the purpose of this Agreement or any provisions contained herein.

SECTION 20
PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

SECTION 21
GOVERNING LAW

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law. The parties hereto agree to the sole and exclusive jurisdiction and venue of the State Courts of Maryland located in Washington County.

SECTION 22
PERMITS

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant or its user or subtenants to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required, and for any penalty arising as a result of the failure to obtain such permit or license. Failure to obtain or confirm the existence of necessary permits, licenses or approvals shall be considered an event of default under this Lease.

SECTION 23
MISCELLANEOUS

The headings in the Agreement are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Agreement is subject to and contingent on the passage of any ordinances or resolutions required as indicated, and upon the adoption of this Agreement by formal action of the Mayor and Council.

This Agreement, including any Exhibits attached hereto, contains the final and entire Agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the contract shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

Donna Spickler, City Clerk

ATTEST:

**LANDLORD:
CITY OF HAGERSTOWN**

BY: _____(SEAL)
Tekesha Martinez, Mayor

**TENANT:
VALLEY ART ASSOCIATION**

BY: _____(SEAL)
Harold Mason, President

**RELEASE, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

In consideration for being permitted to utilize the identified portions of the Mansion House located at 480 Highland Avenue, Hagerstown, Maryland. I, _____, (hereinafter "Releasor"), do hereby exempt and release the City of Hagerstown, its agents, servants, employees, and insurers, and the Valley Art Association, Inc., its agents, servants, employees and insurers from and against all liability for damage, injury or loss incurred as a result of my/our use of the herein described areas for the purpose of _____, on the _____ day of _____, 20____.

Releasor further agrees to indemnify and defend the City of Hagerstown, Maryland, and its agents, servants, employees, and insurers and the Valley Art Association, Inc., its agents, servants, employees, and insurers and hold the City of Hagerstown and the Valley Art Association harmless for and against any and all loss, liability, suits, claims, demands, expenses, or damages of whatsoever nature or kind incurred either directly or indirectly in connection with the activity contemplated herein. Releasor shall leave the property in the same condition as it was prior to the Releasor's use hereunder. Releasor shall comply with all laws and obtain all approvals and licenses required for said activity. Releasor also agrees to abide by all Park or facility rules, if any, copies of which shall be attached hereto.

WITNESS:

RELEASOR:

(Signature)

(Date)

Name _____

Address _____

Exhibit B

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: APPROVAL OF A RESOLUTION: APPROVAL OF A LEASE AGREEMENT WITH THE VALLEY ART ASSOCIATION

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into a Lease Agreement between the City of Hagerstown and the Valley Art Association for use of the Mansion House located within City Park.

The term of the lease shall be for Five (5) years beginning on July 1, 2024, with the possibility of one (1) 5-year renewal.

The annual rent shall be One Thousand Two Hundred Dollars (\$1,200.00) for the first year with a Two Percent (2%) increase per year starting in year 2 of the agreement.

Date of Introduction: March 26, 2024

Date of Passage: March 26, 2024

Effective Date: March 26, 2024

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A LEASE AGREEMENT WITH
THE VALLEY ART ASSOCIATION, INC.
FOR THE IMPROVED REAL PROPERTY KNOWN AS
480 HIGHLAND AVENUE, HAGERSTOWN, MARYLAND AND KNOWN AS
"THE MANSION HOUSE"**

RECITALS

WHEREAS, the City of Hagerstown owns real property located in the City and known as 480 Highland Avenue, Hagerstown, Maryland and known as the "Mansion House" ("the Property");

WHEREAS, the Property has been leased by the Valley Art Association ("Tenant") pursuant to a Lease Agreement dated June 26, 2018, which Lease (inclusive of renewal terms) expires on June 30, 2024;

WHEREAS, the City of Hagerstown desires to lease the Property to the Tenant, for a five-year term beginning July 1, 2024 (with the possibility of one (1) five-year renewal) at an annual rent of \$1,200 in year 1, with a 2 percent annual increase each year thereafter; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to enter into a Lease Agreement with the Valley Art Association, Inc. for the Property.
3. That the City of Hagerstown be and is hereby authorized to execute and deliver the Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
Tekesha Martinez, Mayor

Date of Introduction: March 26, 2024
Date of Passage: March 26, 2024
Effective Date: March 26, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

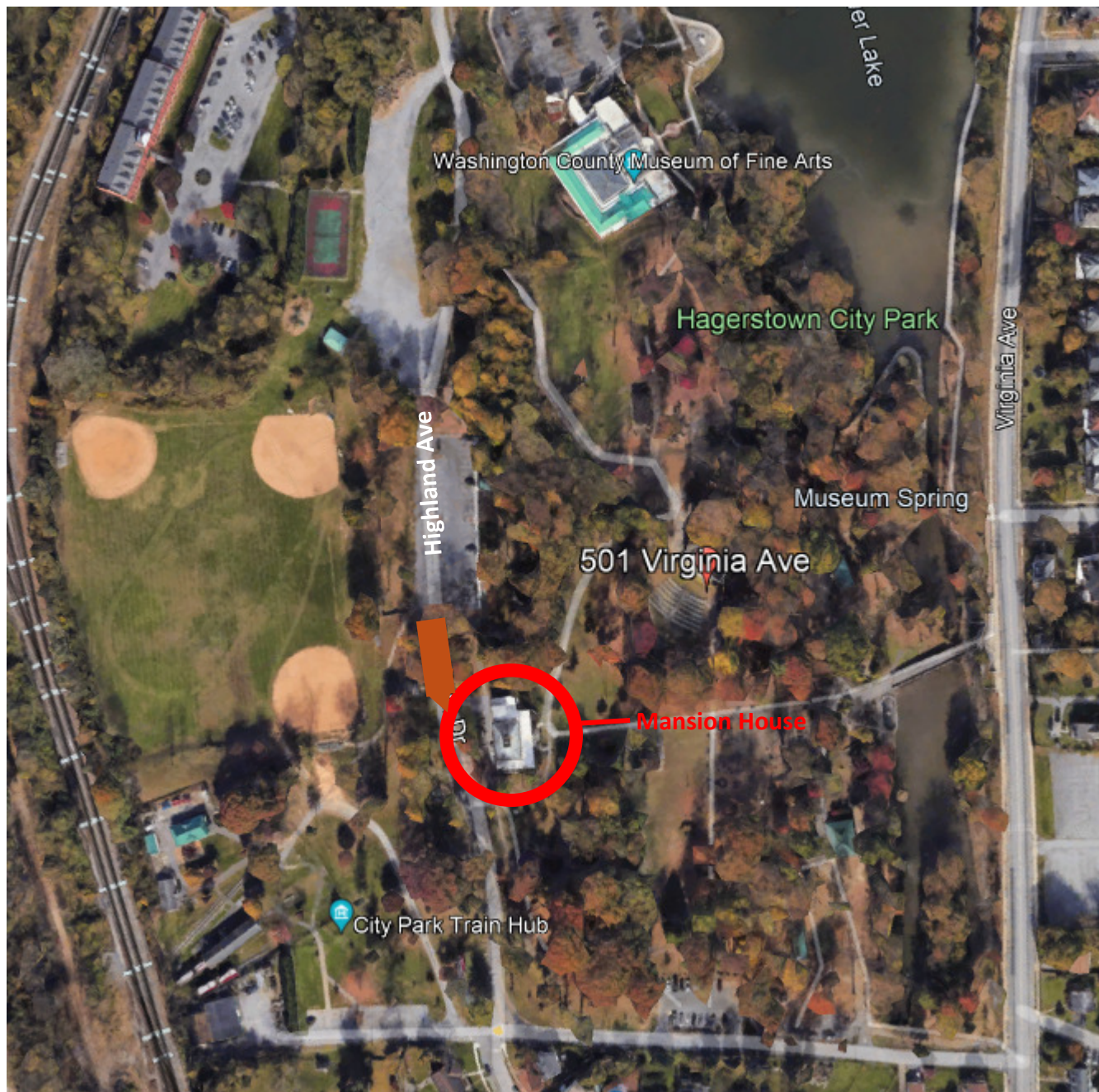


EXHIBIT A
MANSION HOUSE LOCATED WITHIN CITY PARK

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: 2024 Summer Camps

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2024_Summer_Camps.pdf

Description

2024 Summer Camps



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director Public Works

DATE: March 7, 2024

RE: 2024 Summer Camp Grant Program

MAYOR AND COUNCIL ACTION REQUESTED

Approve the funding amounts for the agencies listed below for the Summer Camp Program.

DISCUSSION

For over 25 years, the City has funded local agencies to provide recreation services for children of our community by providing summer play camps. In February 2021, the City Council approved a new policy for awarding the grant funds (Policy PR-103). Potential camp organizations were contacted to submit their applications for review.

Staff reviewed the four (4) agency proposals and ranked them based on policy PR-103. The table below summarizes their requests and staff recommendations.

Agency	Location	Children Served	Camp Times	Ages of Children	Dates of Program	2024 Requested Funds	Staff Recommended Funding Level
Hagerstown YMCA	Pangborn Park Potterfield Pool	45/week	9:00am– 3:00pm	6 - 12	6/24 - 8/16 M-F (7 weeks)	\$18,500	\$18,500
Boys & Girls Club	Wheaton Park City Park Potterfield Pool	200	8:30am– 4:30pm	6 - 18	6/24 - 8/09 M-F (7 weeks)	\$20,000	\$19,500
Girls, Inc.	Hager Park City Park University Plaza Potterfield Pool	125	7:30am– 5:00pm	6 - 18	6/24 - 8/09 M-F (7 weeks)	\$22,500	\$22,000
Robert W. Johnson Community Center	Wheaton Park	50 - 70	8 am – 4:30 pm	6 - 12	6/24 – 8/16 M-F (8 weeks)	\$15,000	\$15,000
TOTALS						\$76,000	\$75,000

FINANCIAL IMPACT

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
25 East Franklin St.
Hagerstown, MD 21740
Ext. 479

Funding for the camp is provided in the operating budget of the Recreation Division of Public Works. There is \$75,000 earmarked to support summer camps. This is a significant part of the Recreation Division budget representing approximately 20% of all recreation dollars spent by the city.

Robert W. Johnson Community Center ("RWJCC") failed to conduct a camp in 2023. Their funding (\$15,000) was reallocated elsewhere. RWJCC hired a new executive director in January 2024 and fully plans to conduct a summer camp in Wheaton Park this year.

Beacon House had requested funding in previous years, but they are no longer in operation. This allowed their 2023 funding allocation of \$9,000 to further support the four current applicants. The Boys & Girls Club received \$15,000 in calendar year 2023. The 2024 staff recommendation is \$19,500 or a \$4,500 increase over last year. Girls, Inc. received \$18,000 in 2023 and staff is recommending an increase of \$4,000 for the current year.

Overall, two of the four agencies will be fully funded per their request. The remaining two agencies will only be short of their request by \$500 but will receive thousands more than they received in previous years.

RECOMMENDATION

Individual contracts will be developed for each agency based on their specific needs and requested funding. A sample of one of these contracts is attached for your review. A resolution and motion document for each agency will be forwarded for approval on Tuesday, March 26, 2024.

Att: Policy PR-103
Sample Summer Camp Contract
Summer Camp Motion
Summer Camp Resolution

C: Parks & Rec Staff
Andrea Rueckerl

Policy Title: Summer Camp Grant Program

Policy and Procedure Number: PR-103

Mayor and Council Approval Date: February 23, 2021

Program Overview:

Summer camps are a great opportunity for kids to build life skills. Since the early 1990's, the purpose of the Hagerstown Summer Camp Grant Program ("Program") is to enroll children in summer camp where they can have a fun, safe and rewarding experience. The mission of the Program is as follows:

Provide a safe, fun, supportive environment in which campers explore new, challenging and educational experiences, learn from positive role models, and have the opportunity to develop social, emotional and physical skills.

Eligible camps must offer interesting, safe and engaging activities and educational opportunities.

Grants are intended to support the quality and affordability of licensed camps and provide access to those families most in need of the support. Funds are to be used for programming and not for capital expenditures.

Grant funds distributed will not exceed the amount in the City's Recreation Division annual budget. The City Attorney will develop contracts with the agencies for approval by City Council each year. This is a reimbursement program, and agencies must bill the City upon completion of the camp.

Eligibility:

In order to be eligible for a grant under the Program, summer camps must be operated by non-profit community-based organization registered as exempt from Federal Income Tax under Internal Revenue Service Code Section 501(c)(3). In addition, all organizations applying for funds must serve low to moderate-income areas located specifically and exclusively within Hagerstown city limits and must be licensed by the Maryland Department of Health.

Recipients of Grants must agree to use a portion of the funds awarded to provide camp scholarships to cover a portion or all of the cost of a summer camp experience.

Applicants may request a maximum of \$250 per child per session to cover the cost of a summer camp experience. Only one application per organization may be submitted.

Application Procedures:

To apply for funding under the Program, please submit a PDF of all required documents as an attachment:

1. **Cover Letter:** A one-page cover sheet including the following information: - Name, address, e-mail address, and telephone number of the organization. Include the executive director/CEO, contact person (if different) and a very brief description of proposed camp and the amount of funding requested.

2. **Narrative:** In no more than two typed pages, address the following:
- a. Description of the organization: mission, history, and goals of the camp.
 - b. Description of the camp including location, park to be used, number of campers, camp hours, programs offered, budget, matching funds and schedule.
 - c. Applicable information to address the “Selection Criteria” below
 - d. Organizational Attachments: Please attach the following items:
 - IRS 501(c)(3) determination letter
 - The most recent audited financial statement
 - Maryland Department of Health license

Selection Criteria:

Proposals will be evaluated based on the following criteria, listed by priority:

- (1) The applicant organization must demonstrate strong community support, organizational commitment and the current management team must demonstrate previous experience and ability to operate the camp;
- (2) Utilize a park or parks owned by the City of Hagerstown;
- (3) Methods to recruit City-resident children. Camps must be located in low and moderate-income neighborhoods to be considered;
- (4) The proposal should clearly state how many individual youth will be attending the proposed camp. Submit a full budget based upon realistic costs and a total request amount (based on no more than \$250 per camper per session). Requiring a *minimal* payment (\$10 per week or more) by each camper will strengthen the proposal;
- (5) Provide diverse activities including: sports, recreation, (such as hiking, swimming at Potterfield Pool, etc.), educational (STEM, literacy training) and field trip opportunities;
- (6) Program must run for a minimum of seven (7) full weeks (during the months of June-August), operate Monday thru Friday, for at least six (6) hours per weekday; and
- (7) Provide written plan of security and safety of play.

City staff will review the proposals and submit a recommendation to City Council for approval. Staff will recommend that the proposal receiving the highest score (based on the selection criteria above) will be funded first; second highest score funded second; and so on until the annual budget is exhausted.

The City reserves the right to direct deviation from or make edits to this policy in whole or in part at any time.

Approved By:

Rodney Tissue, Director

Date

**CONTRACT
FOR THE PROVISION OF
Summer Camp Programming**

Between

THE CITY OF HAGERSTOWN

AND

THE HAGERSTOWN YMCA

THIS AGREEMENT is made as of this _____ day of _____, 2024, by and between the City of Hagerstown, and The Hagerstown YMCA hereinafter "Contractor".

1. **Work Effort.** Contractor hereby agrees to provide the services described and defined in the program proposal submitted by Contractor which is attached hereto and incorporated herein by reference.
2. **Purpose of Contract.** The purpose of this Contract is to provide a summer play camp at Pangborn Park while also utilizing the Potterfield Pool. The program will be conducted Monday-Friday, **June 24 – August 16, 2024**. It is proposed that approximately forty-five (45) or more children (ages 6-12) per week will be served on a daily basis. The program fee will be a weekly co-pay of \$25.00, for those that can afford it, and there are scholarship subsidies available.
3. **Contract Period.** This Contract shall commence as of **June 24, 2024**, and shall **terminate on August 16, 2024**. Any renewal of this Contract is subject to available funding and performance by Contractor satisfactory to the City of Hagerstown.
4. **Compensation and Invoicing.**
 - A. For the provision of services described above, Contractor shall be compensated monthly as specified under Section 5.
 - B. Contractor shall invoice the City of Hagerstown on a monthly basis for work satisfactorily completed and costs actually incurred. Each invoice must include a description of the number of participants receiving services, and the services performed and costs incurred on a daily or "fee for service" type basis, for the period covered by the invoice. Contractor's invoices shall be sent to: City of Hagerstown, Parks & Recreation Division, 351 N. Cleveland Ave., Hagerstown, MD 21740, will be reviewed and verified for work accomplished as set forth in the statement of work and when certified as acceptable, will be forwarded to the Accounting Department for payment.
 - C. In the event of dispute, the City of Hagerstown reserves the right to withhold payment of the disputed amount until such time as the dispute is resolved, the deficient work corrected, or settlement is achieved through other means.

5. **Consideration, Payment, and Performance:**

- A. **Billing.** Contractor shall bill monthly based upon the actual expenditures incurred during the preceding month in accordance with the approved expenditures set forth in the Budget. All Summer Camp programming forms prepared by the City of Hagerstown must be completed by the Contractor in accordance with the required information and accompany the monthly invoices. Monthly invoices must be received by the City of Hagerstown, Parks & Recreation Division, by the 10th day of the month following the month for which the invoice is submitted. The Contractor may receive, upon request, an initial drawdown in an amount not to exceed 5% of the funding award, which shall be applied against monthly invoices. Once invoices of actual expenditures exceed the initial drawdown, payments will be made. The maximum sum which Contractor may receive under this Contract is **\$18,500.00**, the total sum of the funding award.
- B. **Payment to Contractor.** Payment to the Contractor pursuant to this Contract in excess of any drawdown shall be due and payable within thirty (30) days after receipt by the City of Hagerstown of a proper invoice from the Contractor.
- C. **Unauthorized Expenditures.** Contractor's unauthorized expenditures shall be the sole and exclusive responsibility of the Contractor. Unauthorized expenditures include but are not necessarily limited to:
- 1) those which cause total expenditures to exceed the amount of the approved budget;
 - 2) unbudgeted expenditures;
 - 3) those which differ from the approved budgeted amount; and
 - 4) those which are at variance with an explicit provision of this Contract.
- D. **Reconciliation.** Reconciliation is a fiscal resolution of the Contract pending audit, usually conducted at the termination of the Contract period and at the end of the City of Hagerstown's fiscal year. Reconciliation is based upon reported expenditures and income, subject to correction by the City of Hagerstown. Reconciliation will be conducted in accordance with the terms of the Contract. Based on the review of the final report, any funds due to the City of Hagerstown or the Contractor are due at the conclusion of the reconciliation. Any funds not expended or appropriately retained within the fiscal year must be refunded to the City of Hagerstown.
- It is understood and agreed that the City of Hagerstown, its officials, agents, servants, and employees, shall not be responsible for the financial records of the Contractor and shall not be liable for any acts or omissions of the Contractor, its subcontractors, agents, or assignees committed in connection therewith.
- E. **Audit.** The Contractor agrees that the City of Hagerstown and/or its authorized representatives for a period of five (5) years after complete performance or earlier termination of this Contract shall have access to and

the right to audit all documents pertaining to the operation of the Contractor's Summer Camp Program.

6. **Budget Modification.** The Contractor may request a budget modification to reallocate the existing budget at any time prior to the expiration of the Contract. A modification does not affect the amount of the award but may affect the amount available for other services. The Contractor must submit a request to the City of Hagerstown Parks & Recreation Division for budget modification:
 - 1) Whenever a change would affect any of the following controlled line items reported on the approved budget:
 - a) total salaries, consultant, and/or fringe costs increased by 5% of the budgeted amount
 - b) equipment increases over the budgeted amount; and
 - c) purchase of service increases over the budgeted amount and/or renovation or remodeling increases over the budgeted amount;
 - 2) Whenever a new estimate of third-party income (including fee collections) is over or under the previous estimate of incomes by 5%; or
 - 3) To purchase additional items or substitute items that were not included in the approved budget.

A request for budget modification must be submitted for approval to the Parks & Recreation Division in writing with supporting documentation.

7. **Program Modifications.** No program changes will be authorized without the written approval of the City of Hagerstown and the Contractor. Properly authorized program modifications will become an addendum to this Contract. The City of Hagerstown hereby designates the Parks Superintendent to approve or disapprove any program modifications pertaining to a change to a personnel position listed on the approved budget, including a salary reduction or increase, a change which affects the project scope such as a change in target population or services to be provided, or a change in the dates of the program duration.
8. **Equipment.** All equipment having an acquisition cost of Five Hundred Dollars (\$500.00) or more per unit and a useful life of more than two (2) years which is purchased with funds received under this Contract ("Capital Equipment"), shall be the property of the City of Hagerstown and shall be conspicuously labeled by Contractor immediately after its purchase as "Property of the City of Hagerstown, Maryland." Within ten (10) days of the termination or expiration of this Contract, including any renewal period, Contractor shall furnish the City of Hagerstown with a written inventory of all Capital Equipment acquired under this Contract. If the City of Hagerstown does not take physical possession of an item of Capital Equipment after the date of termination or expiration of this Contract, including any renewal period, that item of Capital Equipment shall automatically become the property of Contractor at the end of that twelve-month period.

9. **Program Evaluation Contract and Reporting.** The Contractor will be evaluated bi-monthly by the Parks Superintendent. Bi-monthly program reports submitted by the Contractor will be included in the bi-monthly evaluation. Both the Contractor and the Parks & Recreation Division will maintain copies of the evaluation reports.
10. **Meetings.** When requested by the Parks Superintendent, selected Contractor personnel shall attend meetings, conferences and presentations with the City of Hagerstown staff, public agencies, private organizations and others concerned with this project.
11. **Personnel.** Contractor represents that it has or will secure, at its own expense, all personnel needed to perform the services required to be performed by it under this Contract.
12. **Conflict of Interest.**
 - A. No official or employee of the City of Hagerstown, who exercises any functions or responsibilities in reviewing or approving the award or performance of this Contract during his/her tenure or one year thereafter shall have any personal interest, direct or indirect, apart from official duties, in this Contract or the proceeds thereof.
 - B. Contractor covenants that neither it nor any of its employees has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
13. **Execution of Contract.** This Contract may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.
14. **Ownership and Dissemination of Information.** During the term of this Contract and thereafter, Contractor shall not release any information related to the services or performance of the services under this Contract or publish any final reports or documents without the prior written approval of the City of Hagerstown, except as such release is mandated by federal or state law. Any reports, data, studies, or other materials in any form generated by or created in any way from or by the use of funds provided under this Contract shall be the sole and exclusive property of the City of Hagerstown.
15. **Sanctions upon Improper Acts.** If Contractor, or any of its officers, partners, principals, or agents, or if any employee of Contractor acting with Contractor's acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Contract or the services or any payment under it, the Contract may be terminated at the option of the City of Hagerstown. In the event of a conviction occurring after the expiration or termination of this Contract, Contractor shall be liable for the refund of all fees or profit paid under the Contract which is directly related to the criminal conduct.

16. **Miscellaneous Provisions.**

- A. Applicable law. The interpretation, performance, and enforcement of this Contract shall be governed by the law of the State of Maryland.
- B. Amendments and Waivers. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract is superseded by this Contract. Any amendment, Program Modifications, or Budget Modifications to this Contract must be made in writing and signed by both parties, subject to any additional approvals required by State law.

No term or conditional provision of this Contract shall be deemed waived and no breach shall be excused by the action or inaction of a party.

- C. Non-Discrimination in Employment. Contractor affirms and agrees that in relation to employment and personnel practices, it does not and shall not discriminate on the basis of race, age, religion, color, national origin, gender, marital status, or physical or mental disability (except for such disability which reasonably precludes the performance of such employment). Contractor will take affirmative action to ensure that employees are hired and treated during employment without regard to said factors.

In addition, Contractor further certifies that it now complies and will continue to comply with all federal, state and local laws and regulations pertaining to equal employment opportunity and equal employment practices.

- D. Contingent Fee Prohibition. Contractor warrants that it has not employed or retained any person, or entity, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, or entity, any fee or any other consideration contingent on the making of this Contract.
- E. Non-Availability of Funding. If the City of Hagerstown fails to provide funds or if funds are not otherwise made available for the performance of this Contract, this Contract shall be cancelled/terminated automatically as of the beginning of the period for which funds are not so provided. The effect of cancellation/termination of this Contract will be to discharge both Contractor and the City of Hagerstown from future performance of the Contract, but not from their rights and obligations existing at the date of termination. Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The City of Hagerstown shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract.
- F. Termination for Cause. If Contractor fails to perform any of its obligation under this Contract, including timely performance, or otherwise breaches any provision of this Contract, the City of Hagerstown may terminate this Contract upon thirty (30) days prior written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for

termination. The City of Hagerstown shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of such a termination notice.

- G. Retention of Records. Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the City of Hagerstown hereunder and shall make them available for inspection at all reasonable times. In addition, where applicable and pursuant to 42 Code of Federal Regulations (CFR), Part 420, Contractor shall retain until the expiration of five (5) years after the services are furnished under this Contract such books, documents, and records as required by those regulations. This provision shall survive the termination of this Contract, by expiration or otherwise.
- H. Compliance with Laws. Contractor hereby represents and warrants that it shall comply with all federal, state and local laws, regulations, policies and ordinances applicable to its activities and obligations under this Contract, including but not limited to the Americans with Disabilities Act of 1990, Public Law 101-336, as amended; and that it shall obtain all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.

Contractor further agrees to comply with all federal, state, and local laws, regulations, policies and ordinances as are applicable subsequent to the termination of this Contract, by expiration or otherwise, including those specifically related to confidentiality of records and information and to retention of records. Contractor understands, acknowledges and agrees that this provision shall survive the termination of this Contract, by expiration and otherwise.

- I. Liability for Lost Data. In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of Contractor, the Contractor shall be solely responsible for recreating such lost data or records.
- J. Subcontracting/Assignment. Contractor may not subcontract or assign any portion of its services to be provided under this Contract without prior written approval of the City of Hagerstown.
- K. Indemnification/Non-Liability. Contractor shall save and hold harmless and indemnify the City of Hagerstown against any liability and shall pay all judgments rendered against it for any and all loss or damage of whatever kind and nature, and for any suits, actions, or claims of any character arising from or as a consequence of the performance of Contractor under this Contract, up to the amount for which the City of Hagerstown is found liable under the Local Government Tort Claims Act, MD Courts and Judicial Proceedings Code Ann., Sections 5-301, *et. seq.* Contractor shall notify the City of Hagerstown within five (5) days of any claim or suit made or filed against Contractor regarding any matter resulting from or relating to Contractor's obligations or performance under the Contract and, in addition to the other obligations set out in this Article, shall cooperate, assist, and

consult with the City of Hagerstown in the defense or investigation of any claim, suit, or action made or filed against the City of Hagerstown as a result of or relating to Contractor's performance under this Contract.

Contractor shall maintain general liability insurance in a minimum amount of one million dollars per occurrence, two million dollars in the aggregate, naming the City of Hagerstown as an additional insured. Contractor shall also keep in place a commercially reasonable policy of Worker's Compensation Insurance. Contractor shall provide certificates of said insurance to the City of Hagerstown prior to the commencement of this Contract.

- L. Criminal Background Investigation. Contractor shall be responsible for completing criminal background investigations of all staff and volunteers providing service under this Contract, as mandated by law. Contractor shall maintain approved copies of reports of these background investigations in its personnel files and will also be responsible for complying with Family Law Article, 5-560 through 5-568, Annotated Code of Maryland.

In any case where a criminal record is reported, Contractor shall (1) notify the City of Hagerstown by the next work day and (2) take immediate and appropriate action to protect the safety and welfare of the children served hereunder.

- M. Independent Contractor Status. Contractor is an independent contractor and neither Contractor nor its employees, agents, or representatives shall be considered employees, agents or representatives of the City of Hagerstown. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners or joint ventures, or an association of the City of Hagerstown and Contractor. From any amount due Contractor, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax shall be the responsibility of Contractor.
- N. Administration. The Parks Superintendent for the Parks & Recreation Division will serve as Contract Monitor. The Contractor agrees to permit the Contract Monitor to inspect any and all records of children and families pertaining to this Contract.
- O. Data. The Contractor agrees to observe all state and federal laws and regulations as to the disclosure of information and records on children being served. Written permission must be obtained from the City of Hagerstown prior to use or disclosure of such information.
- P. Word Forms. The use of any gender, tense or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

- Q. Paragraph Headings. Any heading utilized is so used for reference and convenience only and is not intended to define or limit the scope of any provision of this Contract nor affect the interpretation thereof.
- R. Party's Authority. The individual(s) executing this Contract on behalf of Contractor hereby covenant and warrant that they are duly authorized to execute and deliver this Contract on behalf of the Contractor. Parks & Recreation is a Division of the City of Hagerstown and serves as its' agent for all purposes under this Contract.
- S. Recognition of Funding from City. Contractor shall acknowledge funding from the City of Hagerstown in all advertising, promotional materials, and signage.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by affixing hereon their respective seals and signatures of the proper officers. It is recognized by and between the parties that it is necessary for the City to pass a Resolution approving the execution of this Agreement and the provisions hereof. In the event that said Resolution should not pass or should not become effective by virtue of a referendum or some other methodology or by operation of law, then in said event, this Agreement is null and void and of no effect. Otherwise, this Agreement shall be effective on the date on which it is passed and becomes legally effective

Attest

City of Hagerstown

Witness

Mayor

Date

Organization Name (Contractor)

Officer Signature

Date

Officer Name (Printed)

Title

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: **APPROVAL OF A RESOLUTION: 2024 Summer Camp Program**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a Resolution to authorize the execution of contracts with the Hagerstown YMCA; Boys and Girls Club; Girls, Inc.; and the Robert W. Johnson Community Center to operate summer play camps for the 2024 season. Funding amounts for each camp shall be as follows:

YMCA	Eighteen Thousand Five Hundred Dollars (\$18,500.00)
Boys & Girls Club	Nineteen Thousand Five Hundred Dollars (\$19,500.00)
Girls, Inc.	Twenty-Two Thousand Dollars (\$22,000.00)
Robert W. Johnson Community Center	Fifteen Thousand Dollars (\$15,000.00)

DATE OF INTRODUCTION: MARCH 26, 2024

DATE OF PASSAGE: MARCH 26, 2024

EFFECTIVE DATE: MARCH 26, 2024

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE
PROVISION OF SUMMER CAMP PROGRAMMING BETWEEN**

THE CITY OF HAGERSTOWN AND

- (1) THE BOYS AND GIRLS CLUB OF WASHINGTON COUNTY;
(2) GIRLS, INC. OF WASHINGTON COUNTY (“GIRLS. INC”);
(3) THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF HAGERSTOWN,
MARYLAND, INC. (“HAGERSTOWN YMCA”); AND
(4) ROBERT W. JOHNSON COMMUNITY CENTER, INC.**

RECITALS

WHEREAS, The City of Hagerstown, Maryland has previously provided funding for certain summer play camp activities held within the corporate limits of the City of Hagerstown; and

WHEREAS, The Boys and Girls Club of Washington County has requested the opportunity to conduct summer play camp operations during the 2024 summer season at its location at Wheaton Park, City Park and Potterfield Pool and for various fieldtrips; and

WHEREAS, Girls, Inc. has requested the opportunity to conduct summer play camp operations during the 2024 summer season at its location at Hager Park, City Park, University Plaza and Potterfield Pool and for various fieldtrips; and

WHEREAS, the Hagerstown YMCA has requested the opportunity to conduct summer play camp operations during the 2024 summer season at its location at Pangborn Park and Potterfield Pool and for various fieldtrips; and

WHEREAS, the Robert W. Johnson Community Center, Inc. has requested the opportunity to conduct summer play camp operations during the 2024 summer season at its location at Wheaton Park and for various field trips; and

WHEREAS, The Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to support all four (4) programs;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body, as follows:

1. That the aforementioned recitals are incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and The Boys and Girls Club of Washington County, a copy of which is attached hereto and incorporated herein by reference.

3. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and Girls. Inc. of Washington County, a copy of which is attached hereto and incorporated herein by reference.

4. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and The Boys and The Young Men's Christian Association of Hagerstown, Maryland, Inc., a copy of which is attached hereto and incorporated herein by reference.

5. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and Robert W. Johnson Community Center, Inc, a copy of which is attached hereto and incorporated herein by reference.

6. That the Mayor be and is hereby authorized to execute and deliver any other documentation necessary to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

Tekesha Martinez, Mayor

Date of Introduction: March 26, 2024
Date of Passage: March 26, 2024
Effective Date: March 26, 2024

PREPARED BY:
Salvatore & Morton, LLC, City Attorney

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Extension of Red-Light Camera Contract

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Motion_-_Resolution_-_Contract_with_ATS_(Red_Light_Cameras).pdf

Motion -
Resolution -
Contract with ATS

4400002951_Verra_Mobility_Corporation_dba_American_Traffic_Solutions_-_ATS
_Change_No_6_Renewal.pdf

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: March 26, 2024

TOPIC: **Approval of a Resolution: Agreement with American Traffic Solutions, Inc. (ATS), for Red Light Camera Enforcement**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval of a Resolution with American Traffic Solutions, Inc., regarding the operations and implementation of the red light camera enforcement program.

DATE OF PASSAGE: 03/26/24

EFFECTIVE DATE: 03/26/24

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE
THE EXECUTION AND DELIVERY
OF AN AGREEMENT WITH
AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY
FOR THE PURPOSES OF
PROVIDING A DIGITAL RED LIGHT CAMERA SYSTEM
AND RELATED OFFICE SERVICES**

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-202.1 (“the Code”) authorizes the use of traffic control signal monitoring systems (“Red Light Camera Systems”); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as “the City,” believe it is in the best interest for the safety of its citizens that a Red Light Camera System be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, American Traffic Solutions, Inc. d/b/a Verra Mobility (“ATS”), a corporation organized and existing under the laws of the State of Kansas, installs, operates, and provides technical and other support services for Red Light Camera Systems in the State of Maryland;

WHEREAS, Howard County, Maryland (“Howard County”) entered into a written agreement with ATS on or about February 8, 2024 for the provision of a Red Light Camera System in Howard County (the “Howard County Agreement”), after a competitive bid process. A redacted (to protect trade/proprietary confidential information of ATS) copy of the Howard County Agreement is attached hereto;

WHEREAS, Howard County can provide assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City through the City’s membership and participation in the Regional Automated Enforcement Center (“RAEC”);

WHEREAS, the City entered into a Memorandum of Understanding with Howard County on or about November 14, 2016 (“MOU”), which provides Howard County’s assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City, and the City’s use of the RAEC;

WHEREAS, Howard County does not require the City to enter into a new memorandum of understanding at this time in order to continue to receive the benefits of the MOU and the Howard County Agreement;

WHEREAS, on or about November 17, 2016, the City entered into an agreement with ATS (“the ATS Agreement”) which provided for the benefits of Howard County Agreement. The ATS Agreement (and its various one-year extensions) expired on or about February 7, 2024, but ATS has agreed to honor the terms of said Agreement until the City and ATS enter into a new agreement, so long as the new agreement is effective on or before April 1, 2024;

WHEREAS, the City and ATS wish to enter into a new agreement which shall be effective from April 1, 2024 until December 31, 2024. The new agreement shall provide the City with the benefits of the Howard County Agreement; and

WHEREAS, attached hereto and incorporated herein is an Agreement between the City and ATS to secure ATS’s assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City (“2024 ATS Agreement”). The 2024 ATS Agreement is effective for beginning on April 1, 2024 and ending on December 31, 2024, subject to rights of termination by either party as set forth in Howard County Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the 2024 Agreement between the City and ATS, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By:_____
Tekesha Martinez, Mayor

Date of Introduction: March 26, 2024
Date of Passage: March 26, 2024
Effective Date: March 26, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the date of final execution hereof and effective (the "Effective Date") concurrently with that certain agreement entered into between American Traffic Solutions, Inc. ("ATS") and Howard County, Maryland (the "County") dated February 8, 2024 (the "Howard County Agreement"). This Agreement is entered into by and between the City of Hagerstown, a municipal corporation of the State of Maryland ("Municipality"), and American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility").

WHEREAS, Verra Mobility has entered into the Howard County Agreement which provides for Verra Mobility and its agents and subcontractors to provide certain systems and services related to the County's enforcement of traffic laws and ordinances, as further specified in the Howard County Agreement (collectively, the "Services"); and

WHEREAS, the Municipality and the County have entered into a Memorandum of Understanding ("MOU") regarding the operations and implementation of the Regional Automated Enforcement Center ("RAEC") Program; and

WHEREAS, the Municipality desires Verra Mobility to provide Services to the Municipality subject to the terms and conditions contained in the County Agreement and the provisions herein; and

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions contained in the Howard County Agreement and in this Agreement, the parties hereto agree as follows:

1. Services. The parties agree that Verra Mobility will provide the Services to the Municipality pursuant to the terms and conditions of the Howard County Agreement.
2. Pricing and Billing. Pricing and invoicing shall be as set forth in the Howard County Agreement.
3. Term and Termination. This Agreement shall begin on the Effective Date. This Agreement shall terminate concurrently with the termination of the Howard County Agreement or upon the termination or expiration of the MOU.
4. Incorporations. Verra Mobility agrees to provide to the Municipality all of the options, rights, protections, entitlements, and indemnities afforded to the County in the Howard County Agreement, with the exception of Howard County Code Section 4.122.
5. Notice. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified, return receipt, overnight carrier, or hand delivered to the following address and individual or such other address and/or such other individual a party may identify as a writing to the other party:

For the Municipality: Hagerstown, City Administrator
Room 202
One Franklin Street
Hagerstown, MD 21740

For ATS: American Traffic Solutions, Inc.
1150 N. Alma School Rd.
Mesa, AZ 85201
Attn: Legal Department

6. Miscellaneous. This Agreement and any disputes relating thereto shall be governed under and construed according to the laws of the State of Maryland without regard to choice of law rules. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the parties have set forth their signatures below, intending to be legally bound.

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF HAGERSTOWN

By: _____
Name Date
Title

By: _____
Mayor Date

ATTEST:

By: _____
City Clerk Date



Howard County, Maryland

**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226

Columbia, MD 21046

(410) 313-6370

Tax Exemption No. 30001219

Page: 1 / 4

Contract Number: 4400002951

VERRA MOBILITY CORPORATION DBA
AMERICAN TRAFFIC SOLUTIONS
1150 N ALMA SCHOOL ROAD
MESA AZ 85201

Service Contract	
Contract Number:	4400002951
Vendor Number:	1108919
Date:	01/04/2016
Contract Term:	01/05/2016 to 12/31/2022
Header Target:	\$7,750,000.00
Ceiling Value:	\$13,000,000.00 Over 8 Years
Buyer:	Chaunta L Taylor
Telephone:	410-313-6373
Fax Number:	410-313-6388
Email:	ctaylor@howardcountymd.gov

Delivery Terms: Free On Board Destination

Payment Terms: Net Due Within 30 Days

Contract text:

Request for Proposals No. 04-2016 and Agreement PA 52-2016, Traffic Enforcement, Automated Red Light & Speed Detection Camera Systems & Office Services

Contract Change No. 6, 12/02/2021. This contract change is for the purpose of exercising the six of 7 one-year renewal options for the period of 01/01/2022 to 12/31/2022 and to incorporate CPI increase of 4.5%. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

This contract contains an EBO subcontracting goal. Based on the EBO Schedule of Participation submitted to the County, the subcontracting goal on this contract is 10%. You are required to make a genuine good faith effort to meet the subcontracting goal. In accordance with EBO Program Manual Sec. VI(g), the County reserves the right to undertake periodic reviews of your records to determine compliance.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Sandra Little, Risk Manager, 480-596-4506, email Sandra.Little@verramobility.com

Agency Contact: Adam Youssi, Department of Police, Automated Enforcement Division, 410-313-7530, email ayoussi@howardcountymd.gov



**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Item	NIGP Code	Description	Unit	Price
2	98176	Traffic Enf, Red Light Lease 76-100sites Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Traffic Enforcement, Digital Red Light Camera Site(s): Lease per camera site based on the following number of locations for Howard County, Maryland and the Regional Automated Enforcement Center Partnership 76-100 sites: Monthly lease per site - \$2,350.00/month				
3	98176	Traffic Enf. Red Light Lease 101+ sites Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Traffic Enforcement, Digital Red Light Camera Site(s): Lease per camera site based on the following number of locations for Howard County, Maryland and the Regional Automated Enforcement Center Partnership 101 + sites: Monthly lease per site - \$2,300.00/month				
4	98176	TrafficEnfRed Light CitationProc5-10thou Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Traffic Enforcement, Red Light Violation Processing Fee: Per approved citation based on the total monthly volume for all jurisdictions: 5,000 to 10,000 - \$11.00 per approved citation per month				
5	98176	Traffic EnfRed Light CitationProc10,000+ Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Traffic Enforcement, Red Light Violation Processing Fee: Per approved citation based on the total monthly volume for all jurisdictions: 10 ,000+ - \$11.00 per approved citation per month				
6	98176	Traffic Enfor Red Light Lease 0-75 sites		



**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:

Traffic Enforcement, Digital Red Light Camera Site(s): Lease per camera site based on the following number of locations for Howard County, Maryland and the Regional Automated Enforcement Center Partnership
0 to 75 sites: Monthly lease per site - \$2,450.00/month

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
 - a. Contractor's name;
 - b. Address;
 - c. Federal tax identification number;
 - d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X – the last digit is the Contract Line number);
 - e. Purchase Order number (the first digit is 2XXXXXXXX);
 - f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
 - g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
 - a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
 - b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the



Howard County, Maryland

**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Page: 4 / 4
Contract Number: 4400002951

County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Resolution: Execution of an Easement Agreement with the Hagerstown Housing Authority for Cultural Trail Relocation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Motion_-_Resolution_-_
_Easement_Agreement_with_HHA_for_Cultural_Trail_relocation.pdf

Motion - Resolution -
Easement Agreement with
HHA

Resolution_for_Easement_from_HHA_for_Cultural_Trail.pdf

Resolution - Easement
Agreement with HHA

Execution_of_Easement_Agreement_with_HHA.pdf

Execution of an Easement
Agreement with the
Hagerstown Housing
Authority

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: Approval of a Resolution: Execution of an Easement Agreement with the
Hagerstown Housing Authority for Cultural Trail relocation

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	<u> X </u>
Other	_____

MOTION: I hereby move that the Mayor and City Council approve a Resolution to authorize the execution of an Easement Agreement with the Hagerstown Housing Authority to allow the relocation of a portion of the Hagerstown Cultural Trail along Baltimore Street.

DATE OF PASSAGE: 3/26/2024

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT
BETWEEN THE CITY OF HAGERSTOWN AND THE HOUSING AUTHORITY OF
THE CITY OF HAGERSTOWN FOR THE USE OF A PORTION OF THE HOUSING
AUTHORITY PROPERTY IN CONNECTION WITH THE CONSTRUCTION AND
MAINTENANCE OF THE HAGERSTOWN CULTURAL TRAIL**

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City has constructed and maintained a public walking trail within its corporate limits known as the Hagerstown Cultural Trail; and

WHEREAS, because of the construction of the Hagerstown Multi-Use Stadium, the City wishes to relocate a portion of the route of the Hagerstown Cultural Trail adjacent to and upon property owned by The Housing Authority of Hagerstown, Maryland.; and

WHEREAS, The Housing Authority has generously offered to grant the City a permanent and perpetual easement over a portion of its property, for use in the construction and maintenance of the Hagerstown Cultural Trail; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the Deed of Easement and Maintenance Agreement, attached to this Ordinance.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the Recitals above are incorporated herein as though set forth verbatim.
2. That the Mayor be and is hereby authorized to execute and deliver the Deed of Easement and Maintenance Agreement between the City and The Housing Authority of the City of Hagerstown, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any documentation necessary to effectuate the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

Tekesha Martinez, Mayor

Date of Introduction: March 26, 2024
Date of Passage: March 26, 2024
Effective Date: March 26, 2024

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEY

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: Approval of a Resolution: Execution of an Easement Agreement with the Hagerstown Housing Authority for Cultural Trail relocation

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	<u> X </u>
Other	_____

MOTION: I hereby move that the Mayor and City Council approve a Resolution to authorize the execution of an Easement Agreement with the Hagerstown Housing Authority to allow the relocation of a portion of the Hagerstown Cultural Trail along Baltimore Street.

DATE OF PASSAGE: 3/26/2024



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

March 19, 2024

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Easement from Hagerstown Housing Authority for Cultural Trail relocation

1. Background

As previously discussed with the City Council, the construction of the Multi-Use Sports and Event Center (aka Meritus Park) will require that a portion of the Hagerstown Cultural Trail on the south side of Baltimore Street be relocated. This relocation will require a slight encroachment onto Hagerstown Housing Authority (HHA) property to accommodate the new trail location. HHA must grant an easement to the City for this encroachment.

Mayor & Council Action Requested

Review this information, determine whether or not to accept an easement from HHA. If the Council is in agreement, staff will work with the City Attorney on an easement agreement to be presented at the March 26th regular session meeting. Staff will be present at the work session to discuss.

2. Discussion

When the preliminary plans for Meritus Park were being developed, it was assumed that the existing crosswalk on Baltimore Street would stay where it was, and that the relocated trail on the stadium property would connect to it. However, during later refinement of the plans for the stadium, it became apparent that the portion of the trail along the north side of Baltimore Street was going to conflict with a loading dock and other proposed stadium features. The most feasible solution was to relocate the crossing point to the east, closer to Ayers Alley (see attached exhibit).

In order to preserve the aesthetic of the Cultural Trail, staff decided that the existing concrete sidewalk along the HHA property should be removed and replaced with the same pavers used on the rest of the trail. However, the existing concrete sidewalk was only about five feet wide, while the Cultural Trail is approximately 10' wide in all other areas. Given the presence of some existing utility vaults and utility poles, it is not feasible to construct a 10'-wide trail along Baltimore Street; however, there is physical space to create an 8'-wide trail in this area. The flashing pedestrian beacons that were installed at the existing crosswalk will be relocated to the new crosswalk location.

Construction of an 8'-wide trail will encroach slightly (approximately 3') onto HHA property; an easement is required to permit this encroachment. Staff met with HHA staff

and Board members to review the request, and the Board had no objection to granting the easement. There was some concern raised about having a mid-block crosswalk in Baltimore Street with an anticipated increase in traffic due to events at Meritus Park; however, the existing crosswalk is also a mid-block crosswalk, and the flashing beacons provide advance warning to drivers that pedestrians are crossing the street. Sight distance at the proposed crosswalk location is adequate in both directions.

Relocation of the crosswalk will require coordination with the Maryland Stadium Authority and their contractors; staff has met with all parties to discuss, and we feel that the work can be accomplished without impacting stadium construction. The relocation of the Cultural Trail on HHA property will be performed by the City's current curb & sidewalk contractor; the Maryland Stadium Authority will reimburse the City for the costs associated with this work.

attachments: exhibit showing relocated trail and new crosswalk location
draft easement agreement

cc: Bill Killinger
Greg Deike
Sean Griffith, HHA

DEED OF EASEMENT
AND
MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this _____ day of _____, 2024, by The Housing Authority of the City of Hagerstown, Maryland (hereinafter sometimes referred as "HHA" or "Grantor") and **THE CITY OF HAGERSTOWN**, a Maryland municipal corporation (hereinafter sometimes referred to as "City" or "Grantee").

WITNESSETH: That for NO MONETARY CONSIDERATION, but for the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto Grantee, its successors and assigns, a non-exclusive, perpetual easement (the "Easement") over and across a parcel of land situate in Hagerstown, Washington County, Maryland, being shown on that certain Easement Plat prepared by the City of Hagerstown Department of Engineering dated January 22, 2024, said Easement Plat being attached hereto and incorporated herein as Exhibit A, the perpetual Easement being further described thereon as "Proposed Easement for Trail Re-Alignment 850 SQ Feet M/L."

BEING a portion of the property described in two Deeds: (1) dated December 9, 2010 and recorded among the Land Records of Washington County in Liber 4026, folio 1 from Ellsworth Properties, LLC to the Grantor herein; and (2) dated April 7, 1971 and recorded among the Land Records of Washington County in Liber 520, folio 518 from Jack L. Clever and Genevieve G. Clever, his wife, to the Grantor herein

The Easement is granted for purposes of the construction and maintenance of a public walking trail by the Grantee. Grantee and the general public shall have full and free use of the easement for the purposes herein named, subject to the conditions hereof.

TO HAVE AND TO HOLD the right and privilege of the Easement hereby granted to the use and benefit of the within Grantee, for so long as the property is used as a public walking trail and is properly maintained by Grantee. Upon the abandonment of the public walking trail by Grantee this Easement shall terminate.

And Grantors do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances as may be requisite.

It is understood and agreed that the Easement is granted under and subject to the following terms and conditions:

1. The Easement is non-exclusive, it being specifically acknowledged that Grantor owns other properties that abut the Easement Areas and that Grantor shall retain access to and use of the Easement Areas so long as not in conflict with Grantee's use of said Easement for an approximately eight foot (8') wide public walking trail as contemplated herein (hereinafter also referred to as "public walking trail", "walking trail" or "trail").
2. Should Grantee determine to abandon or relocate the walking trail, it shall restore the property to its original condition at Grantee's sole cost and expense.

3. Except as otherwise provided in this Agreement, Grantee shall not directly or through others make a fill or excavation of earth so as to cause a change in contour or inundate the land with water within the Easement Areas or Grantor's adjacent properties. Furthermore, Grantee shall not construct permanent structures or plant trees over the Geothermal well locations on Grantor's property. However, it is understood that:

- (a) Grantee shall be permitted to construct and maintain a public walking trail within the Easement Area substantially in accordance with Exhibit A and may control access to the Easement Area as it would any public park under its control. The foregoing notwithstanding, Grantee shall control access to prevent public access to the property not included in the Easement. Grantee shall install appropriate signage to prevent unauthorized parking on Grantor's property;
- (b) Grantee shall be permitted to construct (i) the public walking trail with an impervious surface of pavers or other similar material over the eight foot (8') wide walking trail portion of the Easement Area, shown on Exhibit A as "Proposed Easement for Trail Re-Alignment 850 SQ Feet M/L," at Grantee's sole cost and discretion. Grantee shall keep a sufficient amount of replacement pavers in inventory to ensure that any replacement pavers will be identical to the pavers used in the initial installation of the walking trail; and
- (e) Grantor reserves the right to perform maintenance in the Easement Areas in the event that Grantee fails to do so,
- (f) Grantee shall maintain Easement in compliance with HUD inspection guidelines and will promptly cure any deficiencies at its sole cost upon request of Grantor. If Grantee fails to cure any such deficiency in a timely manner, Grantor may take corrective action, the cost of which will be the obligation of Grantee.

In the event Grantor corrects or performs maintenance on any condition constituting a violation of this Deed of Easement and Maintenance Agreement, Grantee shall promptly reimburse Grantor's reasonable costs of doing so.

4. Grantee shall be solely responsible for the construction, repair and maintenance of the walking trail, and may utilize the full extent of Easement Areas "A", "B", "C" and "D" for such purpose including, but not limited to paving and surface work of the trail, and erection, repair or replacement of any artwork, fixtures, landscaping and improvements located within the Easement Areas.

5. Grantee shall be responsible for controlling access to and use of the public walking trail. Grantee's responsibility for controlling access shall be performed in a manner that does not interfere with the use by HHA residents, guests, employees, and contractors. Grantor reserves the right to construct matching decorative fencing in and adjacent to the Easement Areas in order to control unanticipated access to Grantor's property by users of the public walking trail.

6. Grantee shall indemnify and hold Grantor harmless from and against any claim, loss, damage or suit arising as a result of the construction, maintenance and operation of, and failure to adequately control access to the public walking trail hereunder contemplated, except if such claim, loss, damage or suit arises solely as a result of the negligence of the

Grantor, its agents servants or employees. Grantor shall not be responsible for any negligence of its residents. Grantee shall maintain a policy of liability insurance in a commercially reasonable amount covering the Easement Area.

7. This Deed of Easement and Maintenance Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. In the event that the portion of the walking trail as depicted on the Attached Exhibit A is not completed by July 1, 2024, this Deed of Easement and Maintenance Agreement shall terminate and the property shall revert back to Grantor in its original condition.

IN WITNESS WHEREOF, the parties herein have set their hands and seals as of the date first written above.

ATTEST:

The Housing Authority of the
City of Hagerstown, Maryland

_____(SEAL)

ATTEST:

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

City Clerk

_____(SEAL)

Tekesha Martinez, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, a Notary Public in and for the State and County aforesaid, personally appeared Sean Griffith, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act and deed on behalf of The Housing Authority of the City of Hagerstown, Maryland, and did further certify that he is authorized to execute this Agreement on its behalf, and that the consideration indicated is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires: _____

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this _____ day of _____, 2024, before me, a Notary Public in and for the State and County aforesaid, personally appeared Tekesha Martinez, Mayor of the City of Hagerstown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be her act and deed on behalf of the Mayor and Council of the City of Hagerstown, Maryland, and did certify that she is authorized to execute this Agreement on its behalf, and that the consideration indicated is true and correct.

WITNESS my hand and Official Notarial Seal.

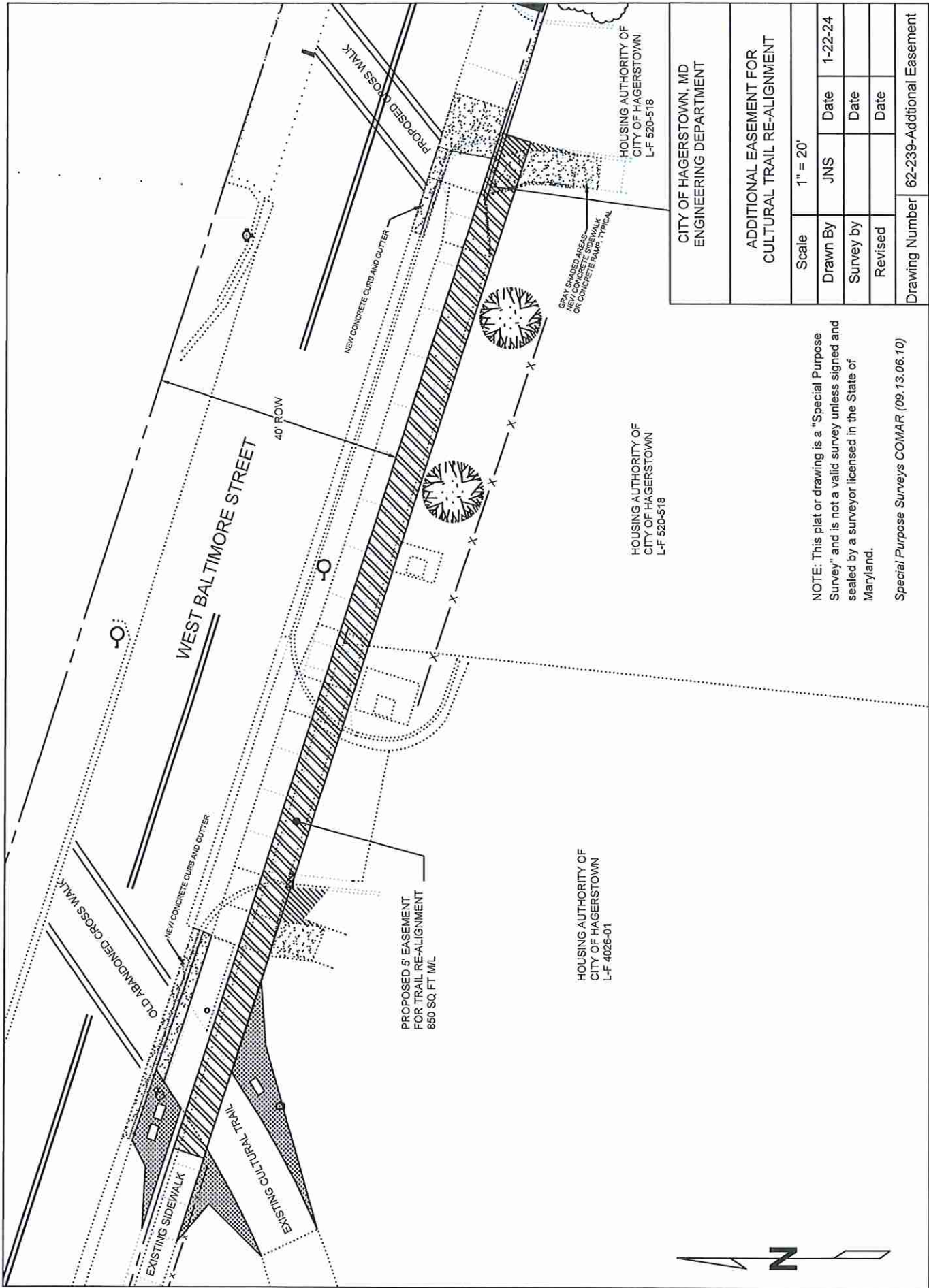
Notary Public

My Commission expires: _____

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but that the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

MAIL TO:
City of Hagerstown
City Hall
1 E. Franklin Street
Hagerstown, MD 21740
Attn: City Clerk



CITY OF HAGERSTOWN, MD
ENGINEERING DEPARTMENT

ADDITIONAL EASEMENT FOR
CULTURAL TRAIL RE-ALIGNMENT

Scale 1" = 20'

Drawn By	JNS	Date	1-22-24
Survey by		Date	
Revised		Date	

NOTE: This plat or drawing is a "Special Purpose Survey" and is not a valid survey unless signed and sealed by a surveyor licensed in the State of Maryland.

Special Purpose Surveys COMAR (09.13.06.10)

Drawing Number	62-239-Additional Easement
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**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of the Partial Reallocation of Forfeited Invest Hagerstown City Center Grant Funds

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

032624-RS_IH_Forfeitures.pdf

Description

Approval of the Partial
Reallocation of Forfeited IH

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: March 26, 2024

TOPIC: **Approval of the Partial Reallocation of Forfeited Invest Hagerstown City Center Grant Funds**

Charter Amendment	—
Code Amendment	—
Ordinance	—
Resolution	—
Other	<u>X</u>

MOTION:

I hereby move for the Mayor and City Council to reallocate \$330,000 of forfeited City Center Redevelopment grant funds in the Invest Hagerstown program to be reused by the program's Review Committee across any of the following four (4) Invest Hagerstown programs listed below:

1. City-Wide Redevelopment Grant
2. Rental Rehabilitation Grant
3. Homeownership Grant
4. Sign and Façade Grant

DATE OF INTRODUCTION: 3/26/2024

DATE OF PASSAGE: 3/26/2024

EFFECTIVE DATE: 3/26/2024



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740

Email: DCED@Hagerstownmd.org

Telephone: 301.739.8577, Ext. 111 • Website: www.hagerstownmd.org/DCED

TO: Scott Nicewarner, City Administrator

FROM: Christopher Siemerling, Economic Development Specialist
Amanda Gregg, Business & Community Development Finance Specialist

DATE: March 12, 2024

RE: Invest Hagerstown: Recommendation for Forfeited Funds

At the March 12, 2024 Work Session, staff will review a recommendation for use of Forfeited City Center Redevelopment Grant Funds in the Invest Hagerstown Program.

The total Forfeited City Center Redevelopment Grant funds to date are:

Developer	Property Address	Amount	Notes
Gideon Properties, LLC	72 W. Washington St.	\$750,000	
City Sprouts, LLC	37 & 49 Jonathan St.	\$230,000	
Firehouse Rentals LLC	105-107 N. Potomac St.	-\$150,000	\$150,000 of forfeited funds utilized towards 105-107 N. Potomac St. project.
TOTAL FORFEITED FUNDS		\$830,000	

Staff recommend keeping \$500,000 in the City Center Redevelopment Grant Fund for anticipated projects. Staff recommend reallocating \$330,000 of this funding to any of the 4 Invest Hagerstown programs listed below on a first come, first served basis.

Recommend - Keep in City Center Redevelopment Grant Funds	\$500,000
Recommend - Reallocate to any of the 4 programs	\$330,000

The remaining balance of FY2024 funds for the City Center Redevelopment Grant is as follows:

1. City Center Redevelopment Grant \$0.00

The 4 Invest Hagerstown programs and the remaining balance of FY2024 funds are as follows:

2. City Wide Redevelopment Grant \$28,479.81 (\$28,165 current FY24 and \$314.81 rollover/forfeited = \$28,479.81)
 3. Rental Rehabilitation Grant \$0.00
 4. Homeownership Grant Program \$0.00
 5. Sign and Façade Grant Program \$19,610.00 (\$8,660 current FY24 and \$10,950 rollover/forfeited = \$19,610.00)
-
- Total \$48,089.81

c: Review Committee

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of the Termination for an Invest Hagerstown City Center Redevelopment Grant: 6-16.
Washington Street - JR Investments, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

032624_RS_Sachdev_Motion.pdf

Description

Approval of the Termination
for an Invest Hagerstown
City Center Redevelopment
Grant: 6-16. Washington
Street

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: March 26, 2024

TOPIC: **Approval of the Termination for an Invest Hagerstown City Center
Redevelopment Grant: 6-16 W. Washington Street – JR Investments, LLC**

Charter Amendment	—
Code Amendment	—
Ordinance	—
Resolution	—
Other	<u>X</u>

MOTION:

I hereby move for the Mayor and City Council to terminate the Invest Hagerstown City Center Redevelopment Grant approval for \$250,000 for JR Investments, LLC for 6-16 W. Washington Street. JR Investments, LLC failed to meet the minimum requirements of the program. Staff shall send a termination letter and the grant shall be forfeited.

DATE OF INTRODUCTION: 3/26/2024
DATE OF PASSAGE: 3/26/2024
EFFECTIVE DATE: 3/26/2024



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740

Email: DCED@Hagerstownmd.org

Telephone: 301.739.8577, Ext. 111 • Website: www.hagerstownmd.org/DCED

TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: March 1, 2024

RE: Invest Hagerstown City Center Grant: 6-16 W. Washington Street

At the March 12, 2024, Work Session, staff will review a recommendation of the Review Committee to terminate an Invest Hagerstown City Center Redevelopment Grant approval of \$250,000 due to non-compliance.

Outline of Details:

- Property: 6-16 W. Washington Street
- Owner: JR Investments, LLC, Jay Sachdev, Managing Member
- Approval Date: 4/27/2021
- Deadline Date: 6/30/2022 – extended to 12/31/2022
- Proposed Total Investment: \$783,620
- Proposed Scope of Work:
 - 2nd Floor – Creation of 18-20 telework/co-working offices with furnished shared workspaces.
 - 3rd Floor – 6-8 luxury apartments/condos
- Final Scope of Work Completed:
 - 2nd Floor – Creation of ~16 private offices and shared workspaces for businesses and teleworking professionals.
 - 3rd Floor – Creation of 8 market rate apartments
- Total Verified Investment: \$396,517.61
- Minimum Investment Required Per Approval Letter: \$750,000
- On 5/8/2023, a Letter for an Opportunity for Work Correction was sent to the developer outlining requirements and set a deadline for response of 6/9/2023. Staff met with the Developer to review the letter.
- Per the Letter provided “If JR Investments does not provide all items detailed within this letter by June 09, 2023, the City may choose to act to declare default and terminate this Grant Approval.”
- The Review Committee did not receive what was required as outlined in the letter provided, and JR Investments, LLC’s project at 6-16 W. Washington Street is currently in non-compliance with their Grant Approval.
- Staff have met with the developer on multiple occasions, including recently on 1/31/2024, 2/7/2024, and 2/16/2024. Review Committee also recently toured the property with the developer on 2/12/2024.

Review Committee Recommendation:

The Review Committee has reviewed the project and has determined that it has not met the guideline requirements of the Invest Hagerstown program.

- 1- Financials Don't Meet Investment Minimums
- 2- Project Has Not Met Program Required Guidelines

The Review Committee recommendation is for the Invest Hagerstown incentive be terminated due to noncompliance.

Attachments:

1. Required Motion
2. 2/7/2024 Eligible/Ineligible Breakdown
3. Developer Cost Breakdown Versus Verified Investment
4. 05/08/2023 Letter for an Opportunity for Work Correction
5. Original Approved Extension and Award Letters for Reference

c: Review Committee
Jill Thompson, Director of Community & Economic Development

JR Investments - 6 W. Washington Street
City-Center Redevelopment Grant Eligible/Ineligible Expenses

Page	Eligible Receipt Number	Paid To	Date Paid	Service	Eligible	Ineligible	Why
1-4	N/A	Eligible/Ineligible Summary	N/A	N/A	N/A	N/A	Not a receipt
5	1	Bushey Feight Morin (BFM)	7/12/2021	Architect	\$ 5,000.00	\$ -	
6	2	Bushey Feight Morin (BFM)	12/20/2021	Architect	\$ 5,000.00	\$ -	
7	3	Mashariki Electrical	2/10/2022	Electrical	\$ 1,000.00	\$ -	
8	4	Hotel Finishing Contractor Group	2/10/2022	Demo	\$ 4,000.00	\$ -	
9	5	Hotel Finishing Contractor Group	2/22/2022	Demo	\$ 3,000.00	\$ -	
10	N/A	Hotel Finishing Contractor Group	2/28/2022	Demo	\$ -	\$ 3,000.00	Ineligible - Paid by a separate entity (Downtown Investments LLC)
11	N/A	J&G Handyman LLC	2/28/2022	Dump Fee	\$ -	\$ 1,563.76	Ineligible - Paid by a separate entity (Downtown Investments LLC) Ineligible - Trash is not an eligible expense
12	N/A	Mashariki Electrical	3/2/2022	Electrical	\$ -	\$ 1,500.00	Ineligible - Paid by a separate entity (Downtown Investments LLC)
13	6	Jesus Guzman	3/7/2022	Demo	\$ 2,655.37	\$ -	
14	N/A	Jesus Guzman	3/11/2022	Dump Fee	\$ -	\$ 1,239.67	Ineligible - Trash is not an eligible expense
15	7	Hub City Sprinkler	4/13/2023	Sprinkler System Test	\$ 250.00	\$ -	
16	N/A	Standard Roofing and Construction	3/18/2022	Flat Roof Repair	\$ -	\$ 21,400.00	Ineligible - Quote/Invoice, Not a Paid Statement.
17	8	Hotel Finishing Contractor Group	4/25/2022	Demo	\$ 7,500.00	\$ -	
18	9	Mashariki Electrical	4/25/2022	Electrical	\$ 7,500.00	\$ -	
19	N/A	JR Investments, LLC	4/26/2022	Self Payment	\$ -	\$ 25,000.00	Ineligible - Self payments are not an eligible expense.
20	10	JC Plumbing & Fire Sprinkler	4/26/2022	Fire Suppression/Plumbing	\$ 10,000.00	\$ -	
21	11	Ben Burdette	4/26/2022	Handyman	\$ 400.00	\$ -	
22	12	JC Plumbing & Fire Sprinkler	5/2/2022	Fire Suppression/Plumbing	\$ 10,000.00	\$ -	
23	13	Hotel Finishing Contractor Group	5/3/2022	Demo	\$ 5,000.00	\$ -	
24-26	N/A	United Refrigeration Inc.	5/3/2022	HVAC	\$ -	\$ 23,085.38	Ineligible - Credit Card Authorization Form Received, but nothing that shows payment made.
27	N/A	REW Materials	5/5/2022	Materials	\$ -	\$ 868.21	Ineligible - Quote/Invoice, Not a Paid Statement.
28	14	JC Plumbing & Fire Sprinkler	5/9/2022	Fire Suppression/Plumbing	\$ 5,000.00	\$ -	
29	15	LS Grim Consulting	5/9/2022	Engineering	\$ 3,500.00	\$ -	
30	16	Foundation Building Materials	5/10/2022	Materials	\$ 183.38	\$ -	
31	17	Hotel Finishing Contractor Group	5/12/2022	Demo	\$ 2,500.00	\$ -	
32	18	Master Granite	5/12/2022	Granite	\$ 1,000.00	\$ -	
33	N/A	United Refrigeration Inc.	5/17/2022	HVAC	\$ -	\$ 2,286.90	Ineligible - Quote/Invoice, Not a Paid Statement.
34	N/A	JJ Cheap Appliances	5/21/2022	Appliances	\$ -	\$ 1,700.00	Ineligible - Appliances are not an eligible expense.
35	19	Mashariki Electrical	5/23/2022	Electrical	\$ 6,000.00	\$ -	
36	20	Marks Mechanical Services LLC	5/24/2022	HVAC	\$ 5,000.00	\$ -	
37	21	Linares Munoz Eder	5/25/2022	Paint	\$ 2,000.00	\$ -	
38	22	R.E. Michael Company, LLC	5/26/2022	Materials	\$ 276.63	\$ -	
39	23	R.E. Michael Company, LLC	5/26/2022	Materials	\$ 230.10	\$ -	
40	24	R.E. Michael Company, LLC	5/27/2022	Materials	\$ 279.09	\$ -	
41	25	KE Industrial Services Corp	5/27/2022	HVAC Parts	\$ 755.00	\$ -	
42	26	Pedro Lopez	5/27/2022	Repairs	\$ 950.00	\$ -	
43	27	Linares Munoz Eder	5/28/2022	Flooring/Painting	\$ 2,000.00	\$ -	
44	N/A	Lowe's	5/29/2022	Appliances	\$ -	\$ 3,048.56	Ineligible - Appliances are not an eligible expense.
45	28	R.E. Michel Company, LLC	6/1/2022	Materials	\$ 354.89	\$ -	
46	29	R.E. Michel Company, LLC	6/1/2022	Materials	\$ 244.36	\$ -	
47	30	Bushey Feight Morin (BFM)	6/1/2022	Architect	\$ 5,000.00	\$ -	
48	31	LS Grim Consulting	6/1/2022	Engineering	\$ 5,000.00	\$ -	

49	32	R.E. Michel Company, LLC	6/2/2022	Materials	\$ 21.62	\$ -	
50	33	KE Industrial Services Corp	6/2/2022	HVAC Parts	\$ 1,064.97	\$ -	
51	34	Mashariki Electrical	6/2/2022	Electrical	\$ 6,000.00	\$ -	
52	N/A	March & McLennan Agency	6/3/2022	Insurance	\$ -	\$ 1,050.00	Ineligible - Insurance payments are not an eligible cost.
53	35	JC Plumbing & Fire Sprinkler	6/6/2022	Fire Suppression/Plumbing	\$ 10,000.00	\$ -	
54	36	Mashariki Electrical	6/6/2022	Electrical	\$ 1,300.00	\$ -	
55	N/A	Grainger	6/8/2022	Materials	\$ -	\$ 530.20	Ineligible - Quote/Invoice, Not a Paid Statement.
56	37	Mashariki Electrical	6/9/2022	Electrical	\$ 8,000.00	\$ -	
57	N/A	JJ Cheap Appliances	6/9/2022	Appliances	\$ -	\$ 1,150.00	Ineligible - Appliances are not an eligible expense.
58	38	Hotel Finishing Contractor Group	6/9/2022	Demo	\$ 8,000.00	\$ -	
59	N/A	J&G Handyman LLC	6/10/2022	Dump Fee	\$ -	\$ 897.44	Ineligible - Trash is not an eligible expense
60	39	Elder Leonel Valdivieso Mercado	6/10/2022	Electrical	\$ 300.00	\$ -	
61	40	Linares Munoz Eder	6/12/2022	Roof	\$ 750.00	\$ -	
62	41	JC Plumbing & Fire Sprinkler	6/12/2022	Plumbing	\$ 15,000.00	\$ -	
63	42	Capitol Building Supply	6/13/2022	Materials	\$ 259.39	\$ -	
64	43	Hotel Finishing Contractor Group	6/15/2022	Cabinet Install	\$ 1,000.00	\$ -	
65	44	Mashariki Electrical	6/16/2022	Electrical	\$ 2,000.00	\$ -	
66	N/A	Josue Ramos	6/17/2022	Trash Pickup	\$ -	\$ 1,330.27	Ineligible - Trash is not an eligible expense
67	45	Hotel Finishing Contractor Group	6/20/2022	Demo	\$ 3,000.00	\$ -	
68	46	Gomez Contracting	6/20/2022	Insulation	\$ 1,500.00	\$ -	
69	47	LS Grim Consulting	6/20/2022	Engineering	\$ 3,500.00	\$ -	
70	48	DD&B Construction	6/20/2022	General Contractor	\$ 15,000.00	\$ -	
71	49	Capitol Building Supply	6/22/2022	Materials	\$ 527.92	\$ -	
72	50	Mashariki Electrical	6/22/2022	Electrical	\$ 6,000.00	\$ -	
73	51	Hernandez Martinez Odil	6/22/2022	Drywall	\$ 1,500.00	\$ -	
74	52	JC Plumbing & Fire Sprinkler	6/22/2022	Plumbing	\$ 10,000.00	\$ -	
75	53	Alonso Dolecio	6/22/2022	Repairs	\$ 800.00	\$ -	
76	54	Spicher Security Systems	6/22/2022	Fire Alarm	\$ 198.44	\$ -	
77	55	Hernandez Martinez Odil	6/22/2022	Drywall	\$ 2,200.00	\$ -	
78	56	Hernandez Martinez Odil	6/22/2022	Fire Stop	\$ 800.00	\$ -	
79	57	Capitol Building Supply	6/23/2022	Materials	\$ 254.27	\$ -	
80	N/A	Josue Ramos	6/23/2022	Cleaning	\$ -	\$ 900.00	Ineligible - Cleaning is not an eligible expense
81	58	Hernandez Martinez Odil	6/27/2022	Drywall	\$ 4,068.00	\$ -	
82	59	Gerson Josue Arias Samaya	6/27/2022	Carpet/Flooring	\$ 1,000.00	\$ -	
83	60	JC Plumbing & Fire Sprinkler	6/27/2022	Plumbing	\$ 15,000.00	\$ -	
84	N/A	J&G Handyman LLC	6/28/2022	Trash Pickup	\$ -	\$ 1,527.00	Ineligible - Trash is not an eligible expense
85	N/A	Josue Ramos	6/30/2022	Cleaning	\$ -	\$ 870.00	Ineligible - Cleaning is not an eligible expense
86	61	Gerson Josue Arias Samaya	6/30/2022	Carpet/Flooring	\$ 4,355.11	\$ -	
87	62	Rutilio Rivera	7/2/2022	HVAC Ductwork	\$ 620.00	\$ -	
88-89	N/A	Dominion Electric Supply Company Inc.	7/5/2022	Electrical Supplies	\$ -	\$ 933.83	Ineligible - Paid by a separate entity (Laurel Contractor Cash Sale)
90	63	Capitol Building Supply	7/5/2022	Materials	\$ 305.28	\$ -	
91	64	Elder Leonel Valdivieso Mercado	7/5/2022	Electrical	\$ 550.00	\$ -	
92	65	Hernandez Martinez Odil	7/5/2022	Drywall	\$ 3,300.00	\$ -	
93	66	Mashariki Electrical	7/5/2022	Electrical	\$ 3,000.00	\$ -	
94-95	N/A	Scott Electric	7/8/2022	Electrical Supplies	\$ -	\$ 1,555.34	Ineligible - Paid by a separate entity (Laurel Contractor Cash Sale)
96	N/A	Scott Electric	7/8/2022	Electrical Supplies	\$ -	\$ 334.29	Ineligible - Paid by a separate entity (Laurel Contractor Cash Sale)
97	N/A	J&G Handyman LLC	7/8/2022	Trash Pickup	\$ -	\$ 736.35	Ineligible - Trash is not an eligible expense
98	67	Hernandez Martinez Odil	7/8/2022	Drywall	\$ 2,000.00	\$ -	
99	N/A	Josue Ramos	7/8/2022	Cleaning	\$ -	\$ 780.00	Ineligible - Cleaning is not an eligible expense

100	N/A	JJ Cheap Appliances	7/8/2022	Appliances	\$ -	\$ 1,900.00	Ineligible - Appliances are not an eligible expense.
101	68	Mashariki Electrical	7/8/2022	Electrical	\$ 1,500.00	\$ -	
102	69	Hernandez Martinez Odil	7/11/2022	Drywall	\$ 1,756.00	\$ -	
103	70	Mashariki Electrical	7/13/2022	Electrical	\$ 2,900.00	\$ -	
104	71	Mashariki Electrical	7/13/2022	Electrical	\$ 2,000.00	\$ -	
105	72	Raul Orellana	7/14/2022	Sprinkler	\$ 7,500.00	\$ -	
106	73	Linares Munoz Eder	7/18/2022	Flooring/Ceiling	\$ 4,000.00	\$ -	
107	74	Bushey Feight Morin (BFM)	7/21/2022	Architect	\$ 5,000.00	\$ -	
108	N/A	Josue Ramos	7/22/2022	Cleaning	\$ -	\$ 135.00	Ineligible - Cleaning is not an eligible expense
109	75	Linares Munoz Eder	7/22/2022	Flooring/Ceiling	\$ 4,000.00	\$ -	
110	76	Mashariki Electrical	7/22/2022	Electrical	\$ 3,600.00	\$ -	
111	N/A	J&G Handyman LLC	7/29/2022	Trash Pickup	\$ -	\$ 675.89	Ineligible - Trash is not an eligible expense
112	N/A	JJ Cheap Appliances	7/29/2022	Appliances	\$ -	\$ 3,300.00	Ineligible - Appliances are not an eligible expense.
113	77	Raul Orellana	8/8/2022	Sprinkler Heads	\$ 2,000.00	\$ -	
114	78	Elder Leonel Valdivieso Mercado	8/9/2022	Electrical Outlets	\$ 350.00	\$ -	
115	79	Elder Leonel Valdivieso Mercado	8/10/2022	Electrical Bay	\$ 480.00	\$ -	
116	80	Master Granite	8/11/2022	Granite	\$ 2,500.00	\$ -	
117	81	Elder Leonel Valdivieso Mercado	8/11/2022	Light hanging	\$ 480.00	\$ -	
118-119	N/A	Amazon	8/14/2022	Kitchen Faucets	\$ -	\$ 294.89	Ineligible - Paid by a separate entity (Pooja Berry)
120	82	Triad Engineering	8/16/2022	Fire Stop Inspection	\$ 383.50	\$ -	
121	N/A	Saint Anthony Enterprises	8/17/2022	Appliances	\$ -	\$ 2,850.00	Ineligible - Appliances are not an eligible expense.
122	83	Elder Leonel Valdivieso Mercado	8/18/2022	Electrical	\$ 700.00	\$ -	
123	84	Elder Leonel Valdivieso Mercado	8/23/2022	Electrical	\$ 350.00	\$ -	
124	85	Raul Orellana	8/24/2022	Sprinkler	\$ 5,000.00	\$ -	
125	N/A	Amazon	8/24/2022	Kitchen Faucets	\$ -	\$ 76.30	Ineligible - Paid by a separate entity (Pooja Berry)
126	86	Independent Glass Works	8/25/2022	Glass Repair	\$ 744.87	\$ -	
127	87	Elder Leonel Valdivieso Mercado	8/29/2022	Electrical	\$ 480.00	\$ -	
128	N/A	Josue Ramos	8/29/2022	Cleaning	\$ -	\$ 655.00	Ineligible - Cleaning is not an eligible expense
129	88	Amazon	8/30/2022	Motion Sensors	\$ 158.94	\$ -	
130	89	Elder Leonel Valdivieso Mercado	8/30/2022	Electrical	\$ 740.00	\$ -	
131	90	ABC Supply Co. Inc.	9/2/2022	Materials	\$ 233.20	\$ -	
132	91	Marks Mchanical Services LLC	9/6/2022	HVAC	\$ 2,500.00	\$ -	
133	N/A	JJ Cheap Appliances	9/6/2022	Appliances	\$ -	\$ 250.00	Ineligible - Appliances are not an eligible expense.
134	92	Ramon Lira De La Hoya	9/11/2022	Insulation	\$ 1,300.00	\$ -	
135	N/A	Amazon	9/13/2022	Loveseat Sofa	\$ -	\$ 731.34	Ineligible - Paid by a separate entity (Pooja Berry) - Ineligible - Furniture is not an eligible expense.
136	N/A	Amazon	9/13/2022	Armchairs	\$ -	\$ 1,065.24	Ineligible - Paid by a separate entity (Pooja Berry) - Ineligible - Furniture is not an eligible expense.
137	N/A	J&G Handyman LLC	9/16/2022	Trash Pickup	\$ -	\$ 534.00	Ineligible - Trash is not an eligible expense
138-139	N/A	Amazon	9/17/2022	Side Tables	\$ -	\$ 254.37	Ineligible - Furniture is not an eligible expense.
140	N/A	Josue Ramos	9/22/2022	Cleaning	\$ -	\$ 780.00	Ineligible - Cleaning is not an eligible expense
141	93	Vincente Lopez Edwin Francisco	9/27/2022	Painting	\$ 2,000.00	\$ -	
142	94	Ben Burdette	9/29/2022	Handyman	\$ 390.00	\$ -	
143	95	Vincente Lopez Edwin Francisco	9/30/2022	Painting	\$ 1,950.00	\$ -	
144	96	Raul Orellana	10/18/2022	Sprinkler	\$ 2,000.00	\$ -	
145	N/A	Junk B Gone	10/20/2022	Trash Pickup	\$ -	\$ 350.00	Ineligible - Trash is not an eligible expense
146	N/A	Linares Munoz Eder	10/20/2022	Repairs	\$ -	\$ 305.00	Ineligible - Paid by a separate entity (Downtown Investments LLC)
147	N/A	Josue Ramos	11/3/2022	Cleaning	\$ -	\$ 330.00	Ineligible - Cleaning is not an eligible expense
148	97	Triad Engineering	11/5/2022	Firestop	\$ 350.00	\$ -	

149	98	Fire-X	11/14/2022	Fire Signs	\$ 64.66	\$ -	
150	99	Capitol Building Supply	11/15/2022	Materials	\$ 95.34	\$ -	
152-153	N/A	Ben Burdette	11/16/2022	Repairs	\$ -	\$ 580.00	Ineligible - Paid by a separate entity (Downtown Investments LLC)
154	N/A	DD&B Construction	12/2/2022	General Contractor	\$ -	\$ 25,000.00	Ineligible - Check provided was never cashed. Developer states they will pay after check request is processed.
155	N/A	DD&B Construction	12/2/2022	General Contractor	\$ -	\$ 25,000.00	Ineligible - Check provided was never cashed. Developer states they will pay after check request is processed.
156	N/A	DD&B Construction	12/2/2022	General Contractor	\$ -	\$ 25,000.00	Ineligible - Check provided was never cashed. Developer states they will pay after check request is processed.
157	N/A	DD&B Construction	12/2/2022	General Contractor	\$ -	\$ 25,000.00	Ineligible - Check provided was never cashed. Developer states they will pay after check request is processed.
158	N/A	Amazon	12/2/2022	Water Meter	\$ -	\$ 269.38	Ineligible - Paid by a separate entity (Pooja Berry)
159	100	Otis Elevator	12/12/2022	Elevator	\$ 1,182.98	\$ -	
160-161	N/A	Amazon	3/14/2023	Exit Signs + Door Locks	\$ -	\$ 232.88	Ineligible - Beyond 12/31/2022 Receipt Date Deadline. - Ineligible - Paid by a separate entity (Pooja Berry)
162	N/A	Amazon	3/14/2023	Folding Advertising Sandwich Board	\$ -	\$ 153.59	Ineligible - Beyond 12/31/2022 Receipt Date Deadline. - Ineligible - Paid by a separate entity (Pooja Berry) - Ineligible - Furniture is not an eligible expense.
163	N/A	Ben Burdette	3/16/2023	Repairs	\$ -	\$ 75.00	Ineligible - Beyond 12/31/2022 Receipt Date Deadline.
164	N/A	Jesus Guzman	3/29/2023	Repairs	\$ -	\$ 220.00	Ineligible - Beyond 12/31/2022 Receipt Date Deadline.
SUBTOTAL					\$ 293,443.31	\$ 213,305.08	
HOME DEPOT ITEMIZED TOTAL					\$ 84,531.68	\$ 18,156.94	
TOTAL RECEIVED RECEIPTS					\$ 377,974.99	\$ 231,462.02	

Additional Received Receipts 2/7/2024

Page	Eligible Receipt Number	Paid To	Date Paid	Service	Eligible	Ineligible	Why
	101	Foundation Building					
	102	Materials	5/2/2022	Materials	\$ 12,006.25	\$ -	
	103	Lowe's	8/9/2022	Materials	\$ 1,044.91	\$ -	
	104	Lowe's	8/11/2022	Materials	\$ 82.41	\$ -	
	105	Lowe's	8/17/2022	Materials	\$ 492.72	\$ 4.75	Partially Ineligible - Cleaning supplies are not eligible expenses.
	106	Lowe's	8/19/2022	Materials	\$ 53.05	\$ -	
	107	Lowe's	8/19/2022	Materials	\$ 68.80	\$ -	
	108	Lowe's	8/19/2022	Materials	\$ 110.08	\$ -	
	109	Lowe's	8/23/2022	Materials	\$ 215.67	\$ -	
	110	Lowe's	8/25/2022	Materials	\$ 1,043.00	\$ -	
	111	Lowe's	8/29/2022	Materials	\$ 102.08	\$ -	
	112	Lowe's	9/1/2022	Materials	\$ 81.31	\$ -	
	113	Lowe's	9/5/2022	Materials	\$ 116.76	\$ -	
	114	ABC Supply Co. Inc.	9/13/2022	Materials	\$ 1,194.17	\$ -	
	115	Fire-X	10/6/2022	Part Installation	\$ 10.29	\$ -	
		Johnson Controls Fire Protection LP	10/31/2022	Fire Suppression	\$ 8,246.20	\$ -	
SUBTOTAL					\$ 16,621.50	\$ 4.75	
Potential Additional Home Depot Receipts 2/7/2024					\$ 1,921.12		Potentially Eligible - Unable to verify expenses.
TOTAL RECEIVED RECEIPTS					\$ 396,517.61		

City-Center Redevelopment Grant:

N/A
Minimum Investment Required: \$750,000

Hagerstown Project 6 W Washington Street

JC Plumbing		\$75,000
Mashariki Electricals		\$52,300
Hotel Contractor Group		\$37,000
Linarez Ceiling		\$13,055
Raul Orleanna Sprinkler		\$16,500
J J Appliance		\$11,150
Master Granite		\$3,500
Leo Electrical Helper		\$4,430
Hernandez Odil Drywall Install		\$15,624
Marks Mechanical HVAC		\$10,369
Otis Elevator Upgrades		\$10,000
Josue Ramos Evening Helpers		\$5,780
Carpet 2nd Floor Install		\$5,355
Vincente Lopez Paint Touch up		\$3,950
LS Grimm MEP Engineer Fess		\$12,000
BFM Architect		\$20,000
DD&B General Contractor		\$115,000
J&G Handyman for Trash Pick Up		\$6,504
Lowes Dishwashers Purchase		\$3,048
Gomez and Ramon for Insulation		\$2,800
Demo and Handyman Services		\$8,033
Triad Engineering		\$733
Johnson Control		\$21,042
Duct work Rutillio		\$620
Zelle Payments		\$33,498
Cash App Payments		\$4,786
Venmo Payments		\$39,953
Bank Credit Card Payments		\$111,811
Home Depot Pro Account		\$109,878
Amazon Purchases		\$4,537
Hub City Sprinklers		\$675
Cash Payments Paid Daily Labour		\$25,000
Fire Extinguishers		\$350
Misc Invoices		\$7,900

Roof Repairs	TBD	\$21,000
Electric Phase Change	TBD	\$15,000

\$792,181 \$36,000

Expenses	Summary Sheet	Eligible	Ineligible	Missing	Notes
JC Plumbing	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	
Mashariki Electricals	\$ 52,300.00	\$ 50,800.00	\$ 1,500.00	\$ -	Ineligible amounts paid by separate entity.
Hotel Contractor Group	\$ 37,000.00	\$ 34,000.00	\$ 3,000.00	\$ -	Ineligible amounts paid by separate entity.
Linarez Ceiling	\$ 13,055.00	\$ 12,750.00	\$ 305.00	\$ -	Ineligible amounts paid by separate entity.
Raul Orleana Sprinkler	\$ 16,500.00	\$ 16,500.00	\$ -	\$ -	
JJs Appliances	\$ 11,150.00	\$ -	\$ 8,300.00	\$ 2,850.00	Ineligible - Appliances are not an eligible expense.
Master Granite	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	
Leo Electrical Helper	\$ 4,430.00	\$ 4,430.00	\$ -	\$ -	
Hernandez Odil Drywall Install	\$ 15,624.00	\$ 15,624.00	\$ -	\$ -	
Marks Mechanical HVAC	\$ 10,369.00	\$ 7,500.00	\$ -	\$ 2,869.00	
Otis Elevator Upgrades	\$ 10,000.00	\$ 1,182.98	\$ -	\$ 8,817.02	
Josue Ramos Evening Helpers	\$ 5,780.00	\$ -	\$ 5,780.27	\$ (0.27)	Ineligible - Cleaning is not an eligible expense
Carpet 2nd Floor Install	\$ 5,355.00	\$ 5,355.11	\$ -	\$ (0.11)	Gerson Josue Arias Samaya
Vincente Lopez Paint Touch Up	\$ 3,950.00	\$ 3,950.00	\$ -	\$ -	
LS Grimm EP Engineer Fees	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	
BFM Architect	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	
DD&B General Contractor	\$ 115,000.00	\$ 15,000.00	\$ 100,000.00	\$ -	Ineligible - Check provided was never cashed. Developer states they will pay after check request is processed.
J&G Handyman for trash	\$ 6,504.00	\$ -	\$ 5,934.44	\$ 569.56	Ineligible - Trash is not an eligible expense
Lowes Dishwashers	\$ 3,048.00	\$ -	\$ 3,048.56	\$ (0.56)	Ineligible - Appliances are not an eligible expense.
Gomez and Ramon for Insulation	\$ 2,800.00	\$ 2,800.00	\$ -	\$ -	
Demo and Handyman Services	\$ 8,033.00	\$ -	\$ -	\$ 8,033.00	Unable to verify contractor referenced - Demo was part of hotel Contractor Group payments.
Triad Engineering	\$ 733.00	\$ 733.50	\$ -	\$ -	
Johnson Control	\$ 21,042.00	\$ 8,246.20	\$ -	\$ 12,795.80	
Duct work Rutillio	\$ 620.00	\$ 620.00	\$ -	\$ -	
Zelle Payments	\$ 33,498.00	\$ -	\$ -	\$ 33,498.00	Ineligible - Not a canceled check or receipt.
Cash App Payments	\$ 4,786.00	\$ -	\$ -	\$ 4,786.00	Ineligible - Not a canceled check or receipt.
Venmo Payments	\$ 39,953.00	\$ -	\$ -	\$ 39,953.00	Ineligible - Not a canceled check or receipt.
Bank Credit Card Payments	\$ 111,811.00	\$ -	\$ -	\$ 111,811.00	Ineligible - Not a canceled check or receipt.
Home Depot Pro Account	\$ 109,878.00	\$ 86,452.80	\$ 18,156.94	\$ 5,268.26	Ineligible expenses include beverages, beds/furniture, cleaning supplies, and material for other projects. \$1,921.12 included in potentially eligible expenses require receipts to determine final eligibility.
Amazon Purchases	\$ 4,537.00	\$ 158.94	\$ 3,077.99	\$ 1,300.07	Ineligible amounts paid by separate entity.
Hub City Spinklers	\$ 675.00	\$ 250.00	\$ -	\$ 425.00	Some expenses beyond 12/31/2022 receipt deadline.
Cash Payments Paid Daily Labour	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	Ineligible - Not a canceled check or receipt. Unable to verify what cash payments are being applied towards.
Fire Extinguishers	\$ 350.00	\$ -	\$ -	\$ 350.00	Part of Home Depot Expenses
Misc Invoices	\$ 7,900.00	\$ -	\$ -	\$ 7,900.00	See Eligible/Ineligible Receipt Breakdown
Totals	\$ 792,181.00	\$ 376,853.53	\$ 149,103.20	\$ 266,224.77	



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740

Email: DCED@Hagerstownmd.org

Telephone: 301.739.8577, Ext. 111 • Website: www.hagerstownmd.org/DCED

05/08/2023

Mr. Jay Sachdev, Managing Member
JR Investments, LLC
6-16 W. Washington Street
Hagerstown, MD 21740
Sachdevjay@gmail.com
301-653-9779

RE: Invest Hagerstown: City-Center Redevelopment Grant – 6 W. Washington Street

The City is providing this letter for clarification of the status and for the opportunity for work completion and corrective action.

Current Status of Grant:

- 1- The grant approval letter states a project completion deadline of 06/30/2022. Your application indicated that you planned to complete the project by 03/03/2021, and the City provided additional time as contingency.
- 2- A deadline extension of 07/31/2022 was requested, and the City provided additional time as contingency of 12/31/2022. To date, the project remains incomplete with outstanding corrections still required on the second and third floors.
- 3- The deadline has passed, and an extension request is necessary for City-Center Grant consideration.

Clarification on Project Costs:

The City is requiring a clear understanding of why the \$750,000 minimum investment requirement cannot be demonstrated by receipts.

- 1- The grant approval letter for \$250,000 of the Invest Hagerstown City Center Redevelopment Grant included a minimum project cost of \$750,000. Your application indicated that you anticipated a Total Project Cost of \$783,620 for the scope of work described.
- 2- Receipts for all work completed to date have been submitted and reviewed. Eligible receipts total \$391,624.59 (\$307,092.91 + \$84,531.68).
- 3- All submitted receipts shall be for only the scope of work for the property per the attached approved Scope of Work for the Invest Hagerstown Application.
- 4- The grant approval letter states receipts must be for eligible project costs for work listed, and must equal or exceed the "Total Grant and Minimum Required Match" amount shown. The City also reserves the right to request additional receipts matching these Total Project Costs.

- 5- Funds will only be disbursed after staff have verified that all work in the Application and Development Plan is completed to the City's satisfaction, including all required inspection approvals and that the receipts requirement have been met.

Opportunity for Work Completion:

The following is an outline of property improvements that were listed in your project's approved scope of work that have not taken place at 6 W. Washington Street. These items shall be completed to City Satisfaction per original agreed upon scope of work for the project.

Outstanding/Corrective Actions Required from the attached Approved Application Scope of Work:

- 1- The unlevel flooring needs to be repaired. The original, approved, scope of work stated work would include "prep & or repair subfloor in areas where required". (J.D. Rock estimate – A.3.)
- 2- Residential units were fitted with used, or "scratch and dent", appliances, and need to be replaced with new units to match original application. The original, approved, scope of work stated work would include "installing new kitchen appliances in the kitchen areas" of each residential unit. (J.D. Rock estimate – B. 19.)
- 3- Appliances need to be installed so they open correctly and fully. Appliances shall follow a general standard of installation that permits freedom of movement and ventilation that complies with their listing label and the manufacturer's instructions and requirements.
- 4- Wood rot needs to be repaired on the sills and trim of the interior of the property. The original, approved, scope of work stated work would include "two coats of white semi-gloss paint to all newly installed base & crown moulding, and to existing window trim". (J.D. Rock estimate – B.23.)
- 5- Finishing work in residential units needs to be completed with new materials. This includes adding a closet system/closet shelf and clothes rod to each closet; permanently installing appropriately sized mirrors above each sink in each bathroom; and permanently installing towel racks and toilet paper holders in each bathroom. (Callas Estimate – Div. 10, Div. 22)

Items from the attached letter from Fire Marshall's Office dated 04/14/2023:

- 6- Sprinkler contractor must verify NST on stand pipe in lobby – and throughout building.
- 7- Suite 206 – Ceiling close in to accommodate sprinkler head which protects HVAC unit. All holes in ceiling & walls must be closed with fire caulking, or approved & sealed per fire code.
- 8- Fire alarm & sprinkler report still needed.

General Guidelines:

- 9- All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.
- 10- As referenced in the Invest Hagerstown Grant Approval Letter, the applicant must remain in Good Standing with the City of Hagerstown.

Response Requested By 06/09/2023.

City is seeking response for the following by 06/09/2023:

- 1- Timeline for the completion of all outstanding/corrective work.
- 2- Written commitment to address all items address in this letter, and written request for a deadline extension.
- 3- Estimates for the outstanding/corrective work from licensed contractors.
- 4- Financing plan for outstanding/corrective work.

Next Steps:

With this information, the City will review the deadline extension request.

If JR Investments does not provide all items detailed within this letter by June 09, 2023, the City may choose to act to declare default and terminate this Grant Approval.

We greatly appreciate you being a part of the City's business community, and strive to work towards the common goal of improving the image and quality of life in Hagerstown. We are happy to be able to partner with you on this and any future projects.

Please contact our office at (301) 739-8577 ext. 822, or email at csiemerling@hagerstownmd.org if you have any questions about this letter.

Sincerely,



Christopher J. Siemerling
Economic Development Specialist

C: Invest Hagerstown Review Committee

Attachments:

- 1- Original Approval Letter
- 2- 06/30/2022 Dated Grant Extension Approval Letter
- 3- Notice of Inspection from Fire Marshall's Office
- 4- Eligible/Ineligible Receipt Breakdown
- 5- Eligible/Ineligible Home Depot Receipt Breakdown
- 6- Approved Scope of Work for Reference



Community & Economic Development

Advancing the Economy, Image and Quality of Life

June 30, 2022

Mr. Jay Sachdev, Managing Member
JR Investments, LLC
6-16 W. Washington Street
Hagerstown, MD 21740
Sachdevjay@gmail.com
301-653-9779

RE: Invest Hagerstown: City Center Grant Extension Request

Dear Mr. Sachdev,

The Invest Hagerstown Review Committee have received your request for an extension of your and City Center Redevelopment Grant deadline of **6/30/2022**. After discussion, the Review Committee is in agreement to provide your **FIRST** extension request, and has provided an additional buffer to **12/31/2022**.

We thank you for your investment in our community, and believe your project will support the goals of the grant program, and will contribute to the City's economic development and community development efforts. Please continue to provide regular project updates so we are able to best assist you moving forward.

Grant Notice:

JR Investments, LLC

Property Address: 6-16 W. Washington Street

Grant Amount: \$250,000

Minimum Required Match: \$500,000

Total Grant and Minimum Required Match: \$750,000 (Submitted receipts must total this amount.)

Total Project Costs: \$783,620

Approval Date: 4/27/21

Approval Status: ☒ Planned or ☐ In Progress

Receipt Date: Date on each receipt must be after: 4/27/21

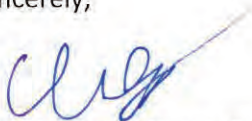
Project must Start by: (within 6 months of approval): 11/1/21

Completion Date/Receipt Submission Deadline Date: ~~6/30/22~~ Extension To 12/31/2022

City of Hagerstown
Department of Community & Economic Development
14 N. Potomac Street, Suite 200A
Hagerstown, MD 21740
(301) 739-8577 Ext. 111
Email: dcled@hagerstownmd.org

We look forward to continuing working with you and your organization in Hagerstown. If you should have any questions about this approval, please feel free to contact me directly at 301-797-6294, or via email at csiemerling@hagerstownmd.org.

Sincerely,



Christopher J. Siemerling
Economic Development Specialist
Department of Community & Economic Development
City of Hagerstown

c: DCED Review Committee



Community & Economic Development

Advancing the Economy, Image and Quality of Life

www.hagerstownmd.org

June 11, 2021

Mr. Jay Sachdev, Managing Member
JR Investments, LLC
6-16 W. Washington Street
Hagerstown, MD 21740
Sachdevjay@gmail.com
301-653-9779

RE: Invest Hagerstown: City Center Grant Program

Dear Mr. Sachdev,

We are pleased to inform you that your application for a grant has been approved, and we are pleased to provide you this Commitment Letter.

Grant Notice:

JR Investments, LLC

Property Address: 6-16 W. Washington Street

Grant Amount: \$250,000

Minimum Required Match: \$500,000

Total Grant and Minimum Required Match: \$750,000 (Submitted receipts must total this amount.)

Total Project Costs: \$783,620

Approval Date: 4/27/21

Approval Status: ☒ Planned or ☐ In Progress

Receipt Date: Date on each receipt must be after: 4/27/21

Project must Start by: (within 6 months of approval): 11/1/21

Completion Date/Receipt Submission Deadline Date: 6/30/22

As a reminder, the all policies and guidelines of the grant program apply, and they include the following:

1. Applicant must complete project consistent with the attached Guidelines, Application, Development Plan and Budget.
2. Receipts must be for eligible projects costs for work listed and must equal or exceed the "Total Grant and Minimum Required Match" amount shown above. The City reserves the right to request additional receipts matching Total Project Costs.
3. A project will have an Approval Status of either "Planned" or "In Progress." For projects approved as "Planned," the date on each receipt must be after the Approval Date. For projects approved as "In Progress," the date on each receipt must be within 90 days prior to the Approval Date. The date on all receipts submitted must be after the "Receipt Date" shown above.

City of Hagerstown
Department of Community & Economic Development
14 N. Potomac Street, Suite 200A
Hagerstown, MD 21740
(301) 739-8577 Ext. 111
Email: dcled@hagerstownmd.org

4. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
5. The applicant shall purchase the product or services, then submit the paid receipts once project is completed.
6. Funds will only be disbursed after staff have verified that all work in the Application and Development Plan is completed to the City's satisfaction including all required inspection approvals and that the receipts requirement has been met.
7. The applicant must complete the attached City of Hagerstown Vendor Forms. The City of Hagerstown will issue a 1099 form following grant disbursement, and the grant may be taxable.
8. The applicant must remain in good standing with the City of Hagerstown.
9. Any code upgrades required for the project must be performed to City Code and must be completed by a licensed, permitted contractor.
10. All work for the project must be performed by licensed, permitted contractors.
11. All work must comply with local, state, and federal codes and ordinances.
12. The City has the right to terminate the grant commitment and reallocate the funds if not used by the "Completion Deadline Date" shown above.

The City of Hagerstown believes your project will support the goals of the grant program, and will contribute to the City's economic development and community development efforts.

Congratulations on your grant award, and please contact our office at (301) 739-8577 ext. 111 or DCED@hagerstownmd.org if you have any questions about this approval.

Sincerely,



Jill F. Thompson
Director of Community & Economic Development
City of Hagerstown

Attachments:

- City of Hagerstown Vendor Forms
- Program Guidelines
- Project Application
- Development Plan and Budget

c: DCED Review Committee

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of On-Call Plumbing Services Contract: 5/1/24 to 4/30/25

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY25_On-Call_Plumbing.pdf

Description

Motion for Plumbing

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: Approval of On-Call Plumbing Services Contract: 5/1/24-4/30/25

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other X

MOTION:

I hereby move for the Mayor and Council to authorize and approve the renewal of the On-Call Plumbing Services and Backflow Preventer Inspection & Testing Contract for the contract term of May 1, 2024 – April 30, 2025. This is year five (5) of five (5) optional one-year renewals. Beaver Mechanical Contractors, Inc. pricing is as follows:

Plumbing Pricing:

Plumber Regular Hourly Rate 7:00 AM to 3:30 PM (Monday-Friday)	\$48.00 Per Hour
Laborer Regular Hourly Rate 7:00 AM to 3:30 PM (Monday-Friday)	\$42.00 Per Hour
After Hours Rate (Monday-Friday Evenings & Saturday)	\$72.00 Per Hour
Weekend Rate (Sunday)	\$96.00 Per Hour
Holiday Rate	\$144.00 Per Hour
Material Mark-Up on Supplies	25%

Backflow Preventer Pricing:

Size: 1/4" thru 1"	\$136.00 Flat Rate
Size: 1-1/4" thru 2"	\$225.00 Flat Rate
Size: 2-1/2" thru 4"	\$305.00 Flat Rate
Size: 6" & 8"	\$473.00 Flat Rate
Size: 10"	\$658.00 Flat Rate

Backflow Preventer Pricing (R.C. Willson WTP):

Size: 1/4" thru 1"	\$110.50 Flat Rate
Size: 1-1/4" thru 2"	\$182.75 Flat Rate
Size: 2-1/2" thru 4"	\$246.50 Flat Rate
Size: 6" & 8"	\$382.50 Flat Rate
Size: 10"	\$559.30 Flat Rate

DATE OF PASSAGE: 03/26/24

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Sale: 1994 Simon Duplex Aerial Fire Truck

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_Truck_11_sale.doc

Description

Motion - Sale 1994 Simon
Duplex Aerial

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: March 26, 2024

TOPIC: APPROVAL OF SALE OF TRUCK: 1994 Simon Duplex Aerial

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval of the sale of a 1994 Simon Duplex Aerial (ladder truck) that was recently removed from service by HFD to Clark County Fire. Clark County has made a very reasonable offer of \$50,000.00. There is a very small market for a used truck of this age and according to a local fire apparatus dealer, this amount exceeds the projected market value of the apparatus.

DATE OF PASSAGE: March 26, 2024
EFFECTIVE DATE: March 26, 2024

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Change Order to FY24 Sidewalk Replacement Contract

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Change_Order_for_Curb_and_Sidewalk_Replacement_FY24_Contract.pdf	Motion: Sidewalk Replacement
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REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: Approval of Change Order for the Curb & Sidewalk Replacement FY24 Contract

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for the approval of a Change Order for the Curb & Sidewalk Replacement Contract 23-CS-08, to increase the funding for this project by \$32,556.23. The additional funding is from Contract 22-SA-24, and represents unspent funds from a previous Curb & Sidewalk Replacement Contract.

DATE OF PASSAGE: 3/26/2024



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

March 19, 2024

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Change Order – Curb & Sidewalk Replacement contract

1. Background

The City executed Contract 22-SA-24 A in June 2023 to construct sidewalks along a portion of W. Irvin Avenue, and to replace curbs and sidewalks in other locations. The work along W. Irvin Avenue was completed, but the City elected to not do the other curb and sidewalk replacement work at that time. Staff would now like to transfer the unspent funds in this account to the FY 24 Curb & Sidewalk replacement contract. The size of this transfer requires City Council approval.

2. Mayor & Council Action Requested

Review this information, determine whether or not to approve the transfer of the \$32,556.23 funds from Contract 22-SA-24 A to Contract 23-CS-08. If the Council is in agreement, staff will prepare a Change Order to be executed by our current curb & sidewalk contractor. Staff will be present at the work session to discuss.

3. Discussion

There are always more sidewalk repairs citywide that could/should be made if additional funding was available. The funds that would be transferred were already allocated for sidewalk repairs; the funds will now be used to extend the FY 24 curb and sidewalk replacement contract.



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

March 26, 2024

CHANGE ORDER NO. 01

CURB & SIDEWALK REPLACEMENT PROGRAM FY 24
CONTRACT 23-CS-08

CONTRACTOR: Henson & Son, Inc.
975 Mt. Aetna Road
Hagerstown, MD 21740

A. CHANGE TO CONTRACT

	<u>DESCRIPTION</u>	<u>TOTAL</u>
1.	Additional funding transferred from previous contract 22-SA-24 A	-\$32,556.23
	REQUESTED BY: City Engineer	
	REASON: extend current contract funding	
	NET COST:	-\$32,556.23

B. COST ESTIMATE:

The original Contract Maximum Amount:	\$230,000.00
Net cost change to Contract from previous Change Orders:	0.00
The Contract Maximum Amount prior to this Change Order:	\$230,000.00
Net cost change to Contract from this Change Order:	\$32,556.23
The new Contract Maximum Amount including this Change Order:	\$262,556.23

The "maximum amount" indicated in this Contract does not constitute an obligation by the City to pay the Contractor this amount. The City shall pay the Contractor for only that quantity of work actually executed to the satisfaction of the City Engineer complete in place.

C. TIME IMPACT:

None

D. APPROVAL:

OWNER: City of Hagerstown
 1 East Franklin Street
 Hagerstown, MD 21740

APPROVED BY:

Jim Bender
City Engineer

CONTRACOR: Henson & Son, Inc.
 975 Mt. Aetna Road
 Hagerstown, MD 21740

APPROVED BY:

Contractor's authorized representative

Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of One (1) Full-Time, Permanent Position: Grant Coordinator

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Grant_Coordinator_Position.pdf

Description

Grant Coordinator Position

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: Approval of one (1) full-time, permanent position: Grant Coordinator

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION:

I hereby move for Mayor and Council to approve the hiring of one (1) full-time, permanent position of Grant Coordinator. This position will serve as the primary administrator of American Rescue Plan Act of 2021 funding and all other grants obtained by the City.

DATE OF PASSAGE: 3/26/2024
EFFECTIVE DATE: 3/26/2024